

A. INTRODUCTION

These Terms and Conditions determine the rules and conditions for the Getiriş, which could be found in the Getir Mobile Application ("**Application**") (presented on iOS and Android market applications and downloaded to smartphones and regulate the rights and obligations of the Parties accordingly. Members will be provided with services on Getiriş Application whose content is determined by these Terms and Conditions. The services provided by Getiriş are based on transferring job details to Members in order to help them find jobs that fit their position and/or needs or to connect with suitable candidates for jobs, establishing the necessary infrastructure, and ensuring that Members communicate in the manner and under the conditions specified in these Terms and Conditions. "Getiriş" is a platform that brings employers and job seekers together and does not give any assurance or guarantee that positive results will be obtained in any way and regarding the performance of the Members. The Application, as well as all transactions conducted through the Application, are subject to these Terms and Conditions.

Getiriş Danışmanlık ve Ticaret A.Ş. ("**Getiriş**" or "**Company**") reserves the right, at any time and without notice, to modify, update, or renew the entire content of these Terms and Conditions. It is the User's responsibility to monitor the Application for updates. Current Terms and Conditions will take effect when they are published on the Application, and all subsequent use of the Application will be governed by the current Terms and Conditions. As a result, please review the "Terms and Conditions" page on a regular basis.

Please do not use the Application if you do not agree to these Terms and Conditions. Before using the Application, please read the Terms and Conditions carefully.

If you violate the Terms and Conditions or it is suspected that you may be violating the Terms and Conditions, Getiriş may suspend or terminate your account and/or access to the Application; may delete all content you provide; and/or we may take legal action against you if you violate the law.

B. DEFINITIONS

Member: Signifies persons and institutions, registering on or becoming active on the Application through the methods determined by "Getiriş" whose memberships have been approved by "Getiriş", who make use of the services offered on the Application within the conditions of the Terms and Conditions, going on the Application. These natural and legal persons on the Application shall be called "Members".

Contact Information: Includes information such as mobile number, e-mail address and physical address provided by the Member in order to provide communication after completing their membership procedures on the Application.

Services: Includes services and possibilities provided by "Getiriş" within the Applicationserving to allow members to carry out the activities and processes as per the Terms and Conditions, to place advertisements, to seek employment and to seek employees.

System Access Tools: Information such as the Member's Member Account Management Page and their username and/or password providing them access to the "Getiriş" services including only the information provided by the Member.

Member Account Management Page: Includes information from the smartphone application page that the Member accesses using the system access tools available only to them where they manage information regarding their membership, view their collective activities and store their personal information; also includes the web page on the smartphone application where the Member's, who signed up as a employer, account owner and only the account owner can authorize the use of system access tools and access Corporate information, activity and user information as well as user access.

C. APPLICATION AND MEMBERSHIP

1. Users can start using the s Application within the scope of these Terms and Conditions by completing the registration process by providing the required identity and contact information, verifying the accuracy of the identity and contact information, completing the registration application process by sending the information.
2. The user acknowledges that all information provided during the application process is always accurate, complete, and up to date. The User may at update their information via by contacting our customer services.

D. TERMS OF SERVICE

1. The member accepts, states and undertakes that they shall act in accordance with all conditions within this Terms and Conditions, the rules that have been set and all legislation in force while filling out the information for the Application while making use of the services on the application and while performing any procedure regarding the services on the Application.
2. In occasions where "Getiriş" is obligated as per the legislation in force to make a disclosure to official offices or any document is requested by official offices, the Member accepts, states and undertakes that "Getiriş" is authorized to disclose confidential, private and commercial information with official offices and that the Member may not under any name demand compensation from "Getiriş" for this reason.
3. The Member accepts, states and undertakes not to disclose their membership information, password, personal and private information, to take the necessary precautions for the confidentiality of the information and to not give this information to third parties and organizations. "Getiriş" is not liable either directly or indirectly from any damages that the Member and/or third parties may incur from any negligence or fault of the Member in safe keeping, withholding from third parties, or use of information such as the system access tools/ username, password etc. which the Member used to make use of the services provided by "Getiriş". In the event that the Member acts contrary to this obligation, "Getiriş" reserves the right to recourse as compensation for any punitive/ administrative fines that it may have to pay for this reason.
4. All information that the Member provides to the Application while forming their account specifically such as name, address, telephone, e-mail must be up to date, correct and complete. The Members accept, state and undertake that all information and content provided by them to the Application is correct and legal, and that otherwise, "Getiriş" may initiate any legal action against them. "Getiriş" is not liable for or obligated to research the accuracy of content or information uploaded, amended or provided by the Member on the Application regarding themselves, or to pledge or guarantee that said information and content is safe, accurate and legal. The Member bears exclusive liability for any damages that might be incurred upon Members or third parties due to said information and content being false or mistaken.
5. Rights of use regarding membership, obligations, username, and password cannot be transferred to and used by others. In the event of such a termination of the Terms and Conditions by "Getiriş", the Member accepts, states and undertakes that they shall have no right to any demands from "Getiriş". The Member may not transfer this Terms and Conditions or their rights and obligations within the scope of the Terms and Conditions either partially or completely to any third party without the written consent of "Getiriş".
6. For as long as the Member keeps their membership active, they shall have the right and authority to make use of the services provided by "Getiriş", to apply to announced positions, to announce that they were seeking employment or to make announcements for providing employment. The Member may cancel their membership by calling customer services if they so choose.
7. The Member accepts, states and undertakes that all information displayed on their profile page on the Application belongs exclusively to them. The Member pledges that the information they've provided to "Getiriş" belongs solely to the Member, that the contact information provided is within their sole control and that they are actively using said contact information. The Member accepts, states and undertakes that they shall compensate any pecuniary loss and intangible damages that may be incurred by "Getiriş" due to the contact information of the Member not belonging to them,

or due to said information not being actively used. In the event that the Member transfers the Member Account and/or Management Page created for them to another party or allows use thereof by another, "Getiriş" may unilaterally and without any warning terminate the Terms and Conditions in question as well as the membership of the Member.

8. The Member accepts, states and undertakes that they shall not direct the applications they receive regarding the announcements they've made on the "Getiriş" Application to any faks, phone number, e-mail, address or website other than those of "Getiriş"; that they shall not run any advertisements, announcements and other marketing activities using Application tools without the written consent of "Getiriş". It is forbidden for the Application's data to be copied, replicated or distributed in any way without the knowledge and permission of "Getiriş". In the event that the Member acts contrary to their responsibility stemming from this article, "Getiriş" may not be held liable in any way, whether directly or indirectly, for any damages that third parties may incur. "Getiriş" reserves the right to request compensation from the Member for any damage that has occurred or may occur, due to the Member acting in violation of this article.
9. Those making use of the services offered by "Getiriş", may only perform operations which are legal on the Application. The administrative, legal and criminal liability for all operations and actions by the Members on the Application are their own. Members accept, state and undertake that they are in possession of all necessary licenses and documents in regards to the tasks they perform. Each member accepts, states and undertakes that they shall not compete with "Getiriş" directly and/or indirectly, or infringe on the personal or property rights of "Getiriş" and/or a third party through reproducing, copying, distributing, processing any pictures, texts, visual and aural symbols, posts, files, databases, catalogues, lists and notifications on the "Getiriş" application in a way that might put the person or corporation who posted it in a difficult situation. "Getiriş" cannot be held responsible either directly or indirectly for any damages that might be incurred by third parties due to acts performed by Members in relation to "Getiriş" and "Getiriş Services" that are contrary to the terms of this Terms and Conditions or against the law.
10. "Getiriş", its employees and its administrators bear no responsibility for links provided over the Application or content published by third parties including Members. The accuracy and legality of any information, content, visual and aural symbols provided and published by third parties are entirely the responsibility of the parties who performed those acts. "Getiriş" reserves the right to remove such content at its own discretion. "Getiriş" does not pledge or guarantee the safety, accuracy or legality of any services or content provided by third parties including the Members.
11. "Getiriş" and Members are entirely independent parties. No partnership, representation or employment relationship of any kind is born due to this Terms and Conditions being approved, signed and applied by Members and "Getiriş".
12. The Members accept, state and undertake that any messages they send to third parties within the scope of this Terms and Conditions shall not include any elements that are morally or legally conflicting. The member accepts, states and undertakes that liability for all communication procedures such as e-mail etc. falls on them, that in the event of any lawsuit or demand being directed toward "Getiriş" due to said communications, the lawsuit and demand may be notified to them by "Getiriş", that the Member shall provide any and all information and content necessary for "Getiriş" to defend themselves immediately in order to avoid loss of rights due to legal periods elapsing, that "Getiriş" has the right to recourse in the event of "Getiriş" incurring any damages due to the lawsuit or demand in question while reserving their right to compensation. In the event that the member acts contrary to this article, "Getiriş" reserves the right to unilaterally terminate, suspend or annul this Terms and Conditions. In the event that the Member acts against the terms of this article, they agree, state and undertake in advance to waive, in favor of "Getiriş", all rights they might have gained from their membership status.
13. Users can have interviews via the Application at the time of the call sent by the advertiser, in cases where they are accepted by the advertisement they have applied for. Video chat requests can only be forwarded by the advertiser employer. You can always turn off your camera and microphone during a call.

14. While communicating with each other or with "Getiriş" employees, Members may not use any content which is racist, which constitutes hate speech towards any group or person, which includes any insult infringing on any personal rights, which constitutes or defends harassment, which constitutes or defends discrimination, which constitutes or defends illegal acts against the Government of the Turkish Republic, which constitutes unfair competition, is threatening, obscene, scandalous or libelous.
15. The Members cannot write content constituting unfair competition regarding the work, products, trademark, trade name and services of another.
16. Precautions have been taken within the within the bounds of current possibilities to cleanse the "Getiriş" application from viruses and similarly purposed software. Additionally, it is required that the Member obtain their own virus protection system in order to ensure ultimate safety and provide the necessary protection. In this context, through going on the "Getiriş" Application, the Member accepts, states and undertakes that they are personally liable for any errors that may occur in their own software and operating systems, and eventual consequences thereof whether direct or indirect.
17. Any Member violating one or multiple of the articles within this Terms and Conditions is personally liable both legally and criminally and accepts, states and undertakes in advance that they shall keep "Getiriş" free from the legal and criminal consequences of any such violations. Furthermore; in the event that said violation is referred to the field of law, "Getiriş" reserves the right to demand compensation from the Member due to having failed to follow the Terms and Conditions.
18. "Getiriş" reserves the right to change the services and content offered on the Application at any time, to delete the information and content uploaded to the system by the Members. "Getiriş" may make use of this right without granting any prior notification or grace period. While requests by "Getiriş" for changes and/or corrections may be fulfilled by the Member themselves, it may also be fulfilled by "Getiriş" directly if deemed necessary. In the event that requests for changes and/or corrections by "Getiriş" are not fulfilled by the Member on time, the Member bears sole responsibility for any legal and criminal liability which may arise. "Getiriş" has the right and authority to request additional information or documents from the member in order to verify their membership information without providing any reason. Said Member is obliged to provide said information and documents to "Getiriş" immediately. Otherwise, "Getiriş" has the right and authority to render the account of the Member into a passive state and prevent them from making any job postings or applying for any job postings until said documents are provided.
19. For the sake of operational ease or due to other reasons, some links might be provided by "Getiriş" within the Application leading to websites or content which is not directly controlled by "Getiriş". "Getiriş" bears no liability regarding the content, goods or services offered on the portals or websites accessed through said links.
20. "Getiriş" may prevent access to messages, content or requests which are contrary to the functioning of the Application, to its general rules, to public decency and/or terminate the membership of the Member who has entered the aforementioned message or content without any warning. The Member accepts, states and undertakes not to make any objections or claims such as compensation in the event that their membership is terminated without any warning and their content or message which is contrary to the functioning of the Application, to its general rules, to public decency is blocked from access.
21. "Getiriş" may, if deemed necessary and at any time, make changes to the Application, to the works, operations and services of the Members as defined in this Terms and Conditions. The rules and conditions which the Members are obliged to follow shall be notified by "Getiriş" to the Members on the web page hosting the explanations regarding use of the concerned service.
22. "Getiriş" provides certain services free of charge to Members seeking employment. "Getiriş" reserves the right to make changes to the service conditions. Following the notification being made to Members, members who were benefitting from the services in question before the notification shall continue to benefit from said services under the new Terms and Conditions following the change.

23. "Getiriş" may choose to temporarily suspend the service and may also choose to cease the service altogether. The Members accept, state and undertake that they shall make no demands of "Getiriş" relating to the use of the Application in relation to the ceasing or suspension of the system. The Members may only delete their own postings or applications from within the system.
24. Members who come together using the "Getiriş" system, accept that Getiriş has no responsibility during and after the recruitment process and that they are responsible for all kinds of situations that may arise in this context, especially those that may arise from the Labor Law No. 4857.

E. HIDING USER INFORMATION

1. Members can hide their name, profile picture and resume from other members, if they wish, on the Application.
2. If the member prefers to hide his name and profile photo, this information will remain confidential until the job application is approved. But the "Work Experience, Personal Information, Education and Skills" in his profile can be viewed by the other party.
3. If one of the members agrees to meet with another member mutually, the name and profile photo of both members will be visible to each other.

F. OTHER PROVISIONS

1. Intellectual Property Rights

1. All material of the "Getiriş" Android/iOS smartphone application including; design, text, picture, domain name, graphics, sound, icon, logo, symbol, technical data presented in demonstrative, written, electronic, graphic or machine readable form, applied system, business method and business model and the intellectual and industrial property rights thereof including but not limited to HTML source code and other code, in other words works subject to copyrights of "Getiriş", all belong to "Getiriş" and/or are being used within the scope of licensing rights purchased by "Getiriş" and are legally protected. Members may not sell, share, distribute, display, use for commercial purposes the information and copyrightable works of "Getiriş" or allow others to access or use them. Otherwise, the Members responsible for the damage cause shall be responsible for compensating "Getiriş" for any damages, court expenses and lawyer fees as well as any compensation demanded from "Getiriş" due to damages incurred by third parties including licensors. The members accept, state and undertake that they shall not replicate, distribute or make or prepare works derived from copyrightable works of "Getiriş".
2. "Getiriş" reserves all rights to "Services", "Information", "Copyrightable Works", "Commercial Trademarks", "Commercial Appearance" of "Getiriş" or all material and intellectual property rights owned through the Application, its personal and property rights, commercial information and know-how.
3. The software used in the design of the Application and creation of the database being property of "Getiriş", copyrights and/or other intellectual property rights relating to said software are protected by law. Copying, use, obtaining and changing and altering of said software and reverse-engineering of the technologies and software used is utterly prohibited.
4. Copyrights of all comments and criticisms directed at "Getiriş" belong to "Getiriş". "Getiriş" reserves the right to make modifications on said comments, delete them or remove them altogether and may publish some of them. "Getiriş" reserves its right to use all information related to user accounts, comments and criticisms for their own marketing activities while also abiding by terms of use, privacy principles and the legislation in force.

2. Personal Data Protection

Getiriş attaches importance to the protection of your personal data. You can review the **Privacy Statement** for information on the processing and protection of your personal data.

3. Amendments

"Getiriş" has the right to provide continuity of services, to change them unilaterally and at its own discretion or amend them in order to fulfill technical necessities or legislative adaptations that may arise. In the event of no changes occurring, "Getiriş" shall publish the updated Terms and Conditions

under the same link with the new date and, if deemed necessary, notify them to users by e-mail or text message. Provisions of this Terms and Conditions which have changed shall gain validity on the date they are announced while the rest of the provisions shall stay in force and continue to bear results. Use of the Application or services shall from that moment on occur as per the renewed Terms and Conditions, and may not be unilaterally changed through the statements of the Member.

4. Force Majeure

In all cases legally deemed as force majeure, "Getiriş" is not liable for late or partial fulfillment of any of any of its obligations as determined by the Terms and Conditions, or failure to fulfill them altogether. In the event that the Application is seized by third parties against the will of "Getiriş" and without any fault thereof, "Getiriş" shall not be responsible in any way whatsoever for negative consequences that may occur. In situations such as these, "Getiriş" may not be assumed to have failed to fulfill their obligation, to have fulfilled it late or partially or to have defaulted in the contract, and no compensation of any sort may be demanded of "Getir". The term force majeure shall be understood as meaning inevitable events occurring outside of the reasonable control of "Getiriş" and which "Getiriş" cannot prevent despite demonstrating the necessary degree of attention, including but not limited to attacks on the Application or system occurring despite "Getiriş" taking the necessary information security precautions, rebellion, civic uprising, war, strike and lockout, natural disaster, government threats, power shortages and bad weather conditions.

5. Applicable Law and Jurisdiction

For the enforcement of this Terms and Conditions, interpretation thereof and for management of legal relations born within the scope of the Terms and Conditions, Turkish law shall apply in the presence of foreign elements. In the event of any dispute which may arise from the Terms and Conditions, "Courts of the Istanbul Çağlayan (Central) Courthouse" and "Enforcement Offices" shall have jurisdiction.

6. Evidences

In disputes which may arise from this Terms and Conditions, the Member accepts, states and undertakes that electronic and system records kept on the database and servers of "Getiriş", commercial records, ledger records, microfilm, microfiche and computer records constitute binding, absolute and exclusive evidence, and that this provision constitutes an "Evidence Agreement" as per article 193 of the Code of Civil Procedure numbered 6100.

7. Termination

This Terms and Conditions shall remain in force until the Member cancels their membership or until their membership is terminated by "Getiriş" following the occurrence of special occasions as determined in the Terms and Conditions. "Getiriş" may cancel the membership of the Member and terminate the Terms and Conditions unilaterally in the event of the violation of any of its articles and in case there is a suspicion of misuse of the Application.

8. Coming into Force

In the event that the Member does not accept any of the articles explained within the Terms and Conditions, they must not install, use or access the application and must immediately delete it from their mobile device. The Member making a registration for membership means that they have read and accept all the articles within the Terms and Conditions. This Terms and Conditions is considered made at the moment of the Member's membership and comes into force bilaterally.

Getiriş İşkur İzin Numarası: 1304