

TERMS OF USE

Thank you for visiting our website www.isgyo.com.tr (“Site” or “Website”)

By visiting the Website, you declare that you have read and understood the terms and conditions contained herein and that you agree to be bound by the Terms of Use, regardless of your access and use method. If you do not accept the Terms of Use, you may not use the Website.

The terms "user" and "you" mentioned in the Agreement refer to persons using the Website. Such use can only occur by visiting the Site or creating a user account, regardless of the duration and frequency of visits. The terms “İŒ GYO (Is REIC)” and “we” in this Agreement refer to İŒ Gayrimenkul Yatırım Ortaklıđı Anonim Œirketi.

IMPORTANT NOTE

Before reading the other terms and conditions of the Terms of Use, we would like to draw your attention to the following items.

Protection of Personal Data and Privacy Policy

We attach the utmost importance to privacy of our users and we are committed to protecting their personal data. For this purpose, we have prepared the Personal Data Protection and Privacy Policy which can be found at www.isgyo.com.tr to explain how we process personal data and use cookies and similar technologies. The personal data you provide to us is subject to the relevant Policy, and by visiting the Website, you will be deemed to give explicit consent to the processing of your personal data under the Policy in connection with your use of the Website. Before continuing to use the Website, you can read the Personal Data Protection and Privacy Policy to learn how your personal data can be processed, how you can exercise your rights in this context, and how you can refuse or delete cookies and similar technologies.

Changes

İŒ GYO (Is REIC) may, at any time, change the Terms of Use or accept new terms and conditions by uploading the current terms and conditions to their website. If you continue to use the Site after the changes have been made, you agree to such changes. Therefore, in the event that you review the Terms of Use regularly and do not accept the changes made to the Terms of Use, you must terminate the use of the Website.

1. THE SCOPE OF THE TERMS OF USE

1.1. The Terms of Use regulate the terms and conditions regarding your use of the Website. Your visit to the Site, regardless of its duration and frequency, indicates that you have read, understood and agreed to be bound by the Terms of Use as of the date of your first visit to the Site.

1.2. In addition to the Terms of Use, İş GYO (Is REIC) may stipulate special terms and conditions to be applied to certain pages or features of the Website. In case you use such pages or features of the Website, it is assumed that you have read, understood, and accepted the special terms and conditions applicable to them. In case you do not accept the special terms and conditions mentioned, you must not use the pages and features of the Website.

2. USER ACCOUNT

2.1. You can use the Website without opening a user account and logging in. However, accessing certain features or content offered on or through the Website may require you to open a user account and log in.

2.2. The User accepts, declares and undertakes that;

- (i)** The information they do and will provide regarding the User account is and will be correct, up-to-date, valid, and complete, and they will immediately meet the requests sent by İş GYO (Is REIC),
- (ii)** While opening an account, they will not act on behalf and account of any other person or institution other than the legal entity they represent,
- (iii)** They will not share their account and information of their account with anyone,
- (iv)** They accept liability for ensuring the privacy and security of their account and for all activities that occur on or through their account

2.3. In case of unauthorized use of the user account, the user and the persons using the Site/account without authorization do not have any right to complaint, demand or action against İş GYO (Is REIC).

2.4. İş GYO (Is REIC) has the right to suspend or terminate the user account for any reason, including but not limited to the following:

- (i)** Ensuring the implementation of the Terms of Use and preventing existing or potential violations of the law or the Terms of Use

- (ii) Protecting the integrity, stability, prestige or reliability of the Website and other İş GYO (Is REIC) systems,
- (iii) Defense against existing or potential lawsuits, whether or not they are essential,
- (iv) Preventing the emergence of any legal or criminal liability,
- (v) Implementation of court or administrative authority decisions.

3. THE WEBSITE CONTENT

3.1. All information, promotion, and other materials and content (hereinafter referred to as "**Content**") provided on or through the Website or by e-mail or other communication channels are shared for informational and promotional purposes only. Therefore, the Content does not qualify as a suggestion or an invitation to a proposal regarding the sale, rental, or being subject to a similar contract of immovable or any other product or service.

3.2. İş GYO (Is REIC) does not give any warranties or commitments regarding the accuracy, completeness, currentness, or suitability of the Content.

3.3. İş GYO (Is REIC) reserves the right to change, correct, update and remove the Content at any time without notice. This authority of İş GYO (Is REIC) does not constitute an obligation for İş GYO (Is REIC).

4. CONVENIENCE

We do not warrant or commit the continued or uninterrupted availability of the Website. It is possible that the Website is inaccessible or inoperable due to maintenance, modifications, changes, new features, hardware/system failures, technical problems, reasons beyond our control or unforeseen reasons, or for any other reason. You accept and declare that İş GYO (Is REIC) is not responsible if the Website is inaccessible or not fully operational for any reason.

5. RULES OF USE

5.1. We have set some ground rules to ensure the security, integrity, and reliability of the Website. Within this framework, you must comply with the following rules (and must not attempt to violate them or assist third parties to violate them):

- (i) You must not act in a way that constitutes violation of the law, Terms of Use or other terms and conditions applicable to certain features or pages of this Website,
- (ii) You must not use the Website in a way that may harm the Site or keep other users from using the Site,
- (iii) You must not make unnecessary or disproportionately large installations on our infrastructure,
- (iv) You must not use robots, spiders, or other automated methods to access the Website or the content on the Site, to control, copy, or otherwise use the Site/content for any purpose,
- (v) You must not use or distribute computer programming routines and viruses intended to damage and seize the Website or other systems of İş GYO (Is REIC), or to block the Site / İş GYO (Is REIC) systems,
- (vi) You must not test out, scan or inspect the Website for proof of weak spots,
- (vii) You must not use the Website and the content on the Site in an unauthorized manner or subject it to any use other than personal and non-commercial uses,
- (viii) You must not violate intellectual property rights.

6. INTELLECTUAL PROPERTY

6.1. The owner of all Content provided on the Website including but not limited to texts, graphics, user interfaces, visual interfaces, software, commands, source codes, API, photos, sounds, music, videos, interactive features, brands, and logos, or the owner of the right to use the Content in connection with the Website is İş GYO (Is REIC) and relevant Content is protected by intellectual property and unfair competition law.

6.2. The User agrees not to copy, modify, rent, lend, sell, distribute, process, exploit the Content in any way, and not create works (as an idea or software) by utilizing them. Within the scope of these Terms of Use, İş GYO (Is REIC) does not grant any rights to the user regarding the Content and the use of the Content.

7. THIRD PARTY WEBSITES

7.1. The Website may contain links to third party websites. Third-party websites act completely independently of us; Linking to such sites on the Website does not indicate that there is any relationship between third parties and İş GYO (Is REIC), and that İş GYO (Is REIC) supports, approves, or inspects the linked websites. İş GYO (Is REIC) does not give any warranty or commitment regarding any content, including advertisements, materials, products, and services on the linked websites.

7.2. You explicitly agree and declare that İŞ GYO (Is REIC) is not responsible for the operation and practices of third-party websites other than the Website and that no demand, complaint, or dispute arising from or in connection with these websites can be brought forward against İŞ GYO (Is REIC). You must learn the privacy policies of third-party websites and the terms and conditions governing the use of these websites and must decide for yourself whether or not to use them.

8. DISCLAIMER OF WARRANTIES AND COMMITMENTS

8.1. NO PROVISION OF THIS AGREEMENT MAY BE INTERPRETED AS A WARRANTY OR COMMITMENT GIVEN BY İŞ GYO. İŞ GYO PROVIDES ITS WEBSITE "AS IS" AND "AS AVAILABLE", AND GIVES NO WARRANTY OR COMMITMENT REGARDING THE WEBSITE AND THE CONTENT ON THE WEBSITE TO THE EXTENT LAWFULLY PERMITTED, GIVES NO WARRANTY OR COMMITMENT, EVEN IMPLICITLY, REGARDING THE CONVENIENCE, CONTINUITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR COMMERCIAL CONVENIENCE OF THE WEBSITE AND THE CONTENT, OR THAT IT DOES NOT CONSTITUTE VIOLATION AND DOES NOT CONTAIN VIRUSES AND OTHER HARMFUL COMPUTER PROGRAMMING ROUTINES.

8.2. THE PROVISIONS IN THIS “*DISCLAIMER OF WARRANTY AND COMMITMENTS*” ARTICLE ALSO APPLY TO OUR GROUP COMPANIES, MANAGERS, EMPLOYEES, REPRESENTATIVES, BUSINESS PARTNERS, AND LICENSORS.

9. LIABILITY

İŞ GYO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, PRECEDENT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE WEBSITE OR IN NO CASE AND CONDITIONS, EVEN WHEN İŞ GYO IS OR SHOULD BE AWARE OF THE POSSIBILITY OF DAMAGES DUE TO LOSS OF PROFIT, OPPORTUNITY OR REVENUE, SHALL NOT BE HELD RESPONSIBLE BASED ON CONTRACT, TORT, LIABILITY OF ATTENTION, OR ANY OTHER LEGAL LIABILITY REGULATIONS OR PRINCIPLE AGAINST THE USER OR THIRD PARTIES RELATED TO THE USER.

10. COMPENSATION

You are liable to defend, compensate, and not hold liable İŞ GYO (Is REIC) and its group companies, employees, managers, representatives, business partners, and licensors against all demands, liabilities, claims, and costs including reasonable attorneys' fees arising from or associated with **(i)** Your use of the Website, **(ii)** Your violation of the Terms of Use or the law, or **(iii)** Your violation of third party rights.

11. SEVERABILITY

If any condition, term or provision in the Terms of Use is in any way rendered invalid, illegal or unenforceable, this shall not affect the validity, legality, and fulfillment of the other provisions and other documents referred to in the Terms of Use.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. The basis and interpretation of the Terms of Use shall be subject to the laws of Republic of Türkiye.

12.2. Istanbul (Çağlayan) Courts and Enforcement Offices are authorized to settle all claims, disagreements and disputes arising from or in connection with the Terms of Use.