

PRE-CONTRACT INFORMATION FORM

Seller

Title : Morvarid Bilişim Danışmanlık ve Dış Ticaret Anonim Şirketi
(hereinafter referred to as “Morvarid”)

Address : Rasimpaşa Mahallesi, Rıhtım Cd. Hacıonbaşı İş Hanı, No:32
K:4, Kadıköy/İstanbul. Turkey

Tax Office : Kadıköy Tax Office

Tax No. : 6220883110

Subscriber

Name, Surname / Title : _____

Address : _____

E-Mail : _____

Subject

This Pre-Contract Information Form (hereinafter referred to as the “Form”) is automatically drafted to inform the Client on the details of the purchase ordered from the website with the address <https://www.hotgate.io> (hereinafter referred to as the “Platform”), whereas the Subscriber shall be required to approve the Distance Sale Contract for the relevant electronic purchase of the goods or services, as per the Regulation on Distance Contracts. This Form and the Distance Sale Contract shall be recorded and saved for the duration set forth at the legislation and the Subscriber may, at any time, access these documents via the Platform. Furthermore, all Pre-Contract Information Forms and Distance Sale Contracts drafted separately for each separate purchase made by the Subscriber shall be submitted to the Subscriber via e-mail.

Essential Features of the Product/Service

The Platform is a cloud-based Hotspot controller and manager, which allows the businesses to customize, manage and earn income from their Wi-Fi.

The Subscriber understands and accepts that any information shared with the Platform to allow the Seller to provide and improve the relevant service and to render payments, and any information that may develop in connection with the usage of such shall be processed and stored. The Subscriber may, at any time, revoke this permission provided to Morvarid for the processing and storing of the information and request for such information be deleted. However, the Subscriber hereby agrees and accepts that in such a case, the Subscriber shall not be able to benefit from the services provided by virtue of such information.

The technical usage criteria of the service may be amended from time to time, to prevent the illegal usage of the Content, to improve the service quality and/or for other purposes as determined by Morvarid.

Price of the Product/Service

In case the 30 (thirty) day subscription is selected with a bank or credit card payment, the subscription price shall be \$30 (thirty-USD) for each recurring 30 (thirty) day period, which shall be renewed automatically unless the subscription is terminated.

The Platform reserves the right to amend the subscription price at any time starting from the next (renewed) period. In case the Subscriber does not agree to such price changes, the Subscriber shall have the right to terminate this Agreement until such new subscription price is charged from the Subscriber. The Subscriber shall be deemed to have accepted the price changes if the Subscriber does not terminate the agreement within the given time.

Procedures and Conditions of Product Delivery

Services purchased shall be delivered via electronic medium immediately following the confirmation of the purchase and the Distance Sale Contract by the Subscriber and once the payment is charged. The Subscribers may start using the service within 5 minutes from the deduction of the payment. The Subscriber may benefit from the service via logging in to the Platform.

If, for any reason, the service fees for the purchase and/or the renewal periods cannot be charged/deducted or the payments are cancelled or the payments do not reach Hotgate.io due to a technical reason, the Platform shall not be liable to deliver and provide the service.

Morvarid shall not be liable for any late or deficient performance or non-performance of any of its Hotgate.io obligations in circumstances beyond Morvarid's control and/or circumstances noted as force majeure at the Turkish Code of Obligations and/or unexpected circumstances and/or dissolving conditions such as malfunctions in the systems directly or indirectly constituting the technical infrastructure of the service, interruptions, malfunctions, speed drops and similar issues and interruptions in internet connectivity, issues with image quality and security issues, general power outages, adverse weather conditions, war, terror acts, embargos, natural disasters, fire, flood, state of emergency, cyber attacks, virus infections of electronic devices, revolt, strike, temporary or permanent banning/blocking or otherwise limiting broadcasts or internet accesses. Such and similar circumstances shall not be deemed as late or deficient performance or non-performance by Morvarid and the Subscriber shall not be able to claim any compensation for such.

Right of Withdrawal

The Subscriber shall not have a right of withdrawal from the service, as the product/service defined in this Form is, by its nature, provided immediately via an electronic medium.

Dispute Resolution for Customer Complaints and Contact Information

The Subscriber may submit complaints regarding the service and personal data via kisilveriler@mits-co.com or in written form to Morvarid's company address. Additionally, complaints regarding products/services may be submitted to the Consumer Arbitration Committee or the Consumer Court located at the domicile of the Subscriber, as per the monetary restrictions published by the Ministry on December of every year.

Personal Data Protection

The Platform may, in connection with Hotgate.io subscriptions, process, transfer, store, classify and profile the Subscriber's personal data via the Platform or the call center in accordance with Clarification Text set forth at the website with the address www.mits-co.com and the Law on Personal Data protection No. 6698, in order to provide the relevant services, to improve service quality and to provide content better suited to the Subscribers needs. By agreeing to the terms of the Distance Sale Contract, The Subscriber shall be deemed to have consented to the process, transfer, storage, classification and profiling of the personal data. The Subscriber, with the title "Data Subject", shall have the right to be informed whether its personal data is processed, be informed on the purpose of the such processing and whether the data is being used accordingly, be informed on the third parties with which Morvarid, as the receiver of transferred data, is in business with, to request corrections in cases where my data is processed in an incomplete or incorrect manner, to request corrections in cases where data is processed in an incomplete or incorrect manner, request the deletion and/or destruction of data in accordance with the legislation, demand such request of deletion and/or destruction to be forwarded to third parties in cases where my personal data is processed in an incomplete or incorrect manner and to object to any outcome detrimental to the Subscriber/Data Subject arising out of the explicitly automatic analysis of such data. The Subscriber may demand such complaints and requests arising out of Article 11 of the Low on Personal Data Protection from Morvarid electronically via the address kisiselveriler@mits-co.com, in written form or via other means set forth by the Personal Data Protection Board. The Clarification Text that sets forth the rights regarding such complaints is published at the address www.mits-co.com.

Hotgate.io shall process and resolve requests submitted by the Subscriber regarding the processing, transfer and/or storage of personal data, free of charge and within 30 (thirty) days at the latest depending on the nature of the request. In order for this duration to commence, the Subscriber shall need to submit the relevant claim to Morvarid either in written form or via other means set forth by the Personal Data Protection Board. In case the request is denied, insufficiently answered or is not answered within the given time-frame by Morvarid, the Subscriber may, within 30 (thirty) days from receiving the reply and in any case within 60 (sixty) days, submit a complaint before the Personal Data Protection Board.

Protection of Personal Data and Privacy

The privacy conditions, rules/policies noted below shall be applicable for the protection, privacy, processing and usage of data on the internet website of the Platform and for contact forms and other issues.

The necessary precautions for the safety of the information and transactions inputted by the Subscriber into the Platform, are taken by Seller within the infrastructure of the System and in accordance with the current technical capabilities available depending on the nature of the information and transaction. However, since such information is entered into the system by the Subscriber via the Subscribers own device, the Subscriber shall be liable to take necessary precautions to ensure the safety of such information and prevent unauthorized access to such, including precautions against viruses and other malware.

The Subscriber hereby accepts and declares that it has given it's explicit consent to Seller to transfer and share the personal data entered into the Platform for the relevant purchase, as well as the information obtained from the Subscribers membership and purchases over the system,

with the payment processing company _____ approved by BDDK, in order to process the payment for the relevant purchase, and that all information regarding such payment shall be shared with this payment processing company. Such information may be disclosed to relevant authorities and Courts in accordance with the legislation.

Applicable Law and Competent Courts

Law of the Republic of Turkey shall be applicable and the competent courts shall be Turkish Courts to all disputes arising out from this Agreement. Within the borders of the Republic of Turkey, Provincial or District Consumer Arbitration Committees located at the domicile of the Subscriber shall be authorized for disputes at or below the threshold published annually by the Ministry of Customs and Trade, whereas the Consumer Courts located at the domicile of the Subscriber shall be authorized for disputes above such thresholds.