

# NAKITCOINS USER AGREEMENT

## 1. The Parties

The NakitCoins User Agreement composed of the contract and appendices which are integral parts of this agreement (hereinafter referred to as "User Agreement") is drawn up between "NakitCoins", "NakitCoins Wallet" owned by "Sayısal Devir Sistemi Yazılım Danışmanlık Bilgi Teknolojileri Ticaret Anonim Şirketi" and the "User" who becomes a member of the website to determine mutual rights and obligations at the time of affiliation of the User with the website in electronic environment and when using the services provided on the website.

## 2. Definitions

### 2a. NakitCoins

The trademark owned by Sayısal Devir Sistemi Yazılım Danışmanlık Bilgi Teknolojileri Ticaret Anonim Şirketi which resides in Gümüşsuyu Mahallesi İnönü Caddesi Hamit Bey Apt.No: 47 / A Beyoğlu - İstanbul address.

Neither Sayısal Devir Sistemi Yazılım Danışmanlık Bilgi Teknolojileri Ticaret Anonim Şirketi nor the NakitCoins brand are foreign exchange offices.

### 2b. Cryptocurrency

Digital values that enable to make secure cryptographic/ciphered transactions and issue additional virtual currencies are called cryptocurrencies. Cryptocurrencies are alternative currencies, they are digital and virtual holdings.

Cryptocurrencies are decentralized as opposed to centralized electronic currencies and those within banking systems. They can be transferred anywhere in the world and have the same value everywhere. They cannot be controlled by a bank or company, there is no a central control point, their price cannot be specified by any person or institution. It is a digital currency, the price or value of which varies depending on the free market. Blockchain process databases control this decentralized system.

NakitCoins does not have its own cryptocurrency reserve and does not retain any money for its own account.

### 2c. Cryptocurrency wallet

This wallet is a computer file where your cryptocurrency addresses and their passwords are kept. Cryptocurrencies are transferred between addresses. Cryptocurrency addresses are randomly generated cryptographic public key pairs. Public addresses are strings formed by using approximately 33 letters and numbers. For example: 3WPsvypPkcs81Ftdkjhk8ddW7RDWKF75Yc

### 2d. User

It refers to the real or legal person who becomes a member of the website and benefits from the services.

### 2e. Website

The website with the domain name of www.NakitCoins.com and the names of the sub-domains under this domain name.

### 2f Mobile Application

The mobile application named "NakitCoins Wallet" which is put into use of mobile application platforms by Sayısal Devir Sistemi Yazılım Danışmanlık Bilgi Teknolojileri Ticaret Anonim Şirketi.

## 3. Beginning

The User Agreement comes into force as soon as the user electronically affiliates with the website www.nakitcoins.com. When the User becomes a member of the Site, he/she undertakes that he/she has read and accepted all provisions of this contract.

NakitCoins does not provide investment consultancy service.

## 4. Purpose

This User Agreement regulates the mutual rights and obligations of NakitCoins and the User who becomes a member of the website with regard to utilization of the services provided on the website and mobile application. The web site www.nakitcoins.com owned by NakitCoins is a trading platform. Users buy and sell (trade) cryptocurrencies on the website. The website mediates this trading. Therefore the prices formed on the website are not determined by NakitCoins but by the buyers and sellers in the cryptocurrency market. Prices are determined basing on the relationship between supply and demand.

## 5. Rights and Obligations

### 5a Intellectual and Industrial Rights

Sayısal Devir Sistemi Yazılım Danışmanlık Bilgi Teknolojileri Ticaret Anonim Şirketi is the owner of all services, domain names, software codes, interfaces, contents, product analyses, videos, algorithms, drawings, brands, models, logos, designs and all other intellectual and industrial rights in connection with NakitCoins service (with the exception of contents and applications supplied by third parties). Software, design and royalties of the services provided are exclusively belong to NakitCoins. It is strictly forbidden to copy, duplicate, proliferate and reverse engineer the services and associated pages. (hizmet ve servis aynı şey) The user agrees,

## 5b. Usership

Users fill out a membership form to have an account on the website or mobile application. The User who becomes a member of the website or mobile application is obliged to document his/her identity and address information (T.R. Identity Card bearing T.R. Identity Number, T.R. Driver's Licence) for all transactions (deposit and withdrawal). (nüfus cüzdanı ve kimlik kartı aynı şey) In case the User does not document his/her identity and address information, NakitCoins shall not allow the User make any transaction through his/her account. NakitCoins shall not be responsible for any damages arising from not sharing or delayed sharing the identity and address information with NakitCoins.

User identity and address information documented by the User are requested for the system to be in compliance with the laws and legislation of the Republic of Turkey and they will be shared with competent authorities if requested. Apart from these NakitCoins undertakes not to share the identity and address information of the User with any real and/or legal person.

The provisions of the policy of processing personal data are valid as an integral part of this contract. In case of any change in identity and address information of the User, the User shall immediately notify these changes to NakitCoins. NakitCoins shall not be liable if such changes are not notified to NakitCoins. In case it is made firm that such changes are not notified, NakitCoins has the right to take all kinds of measures such as suspending the transactions and so forth. In such a case, NakitCoins shall not be held responsible.

## 5c. Privacy of Membership Information and Usage of the Website and Application

The User is responsible for the accuracy and confidentiality of the information he/she provides when he/she becomes a member of the website, protection of his/her password and user name and not sharing these information with others. In case these information are obtained by unauthorized persons and used to benefit from NakitCoins services, NakitCoins shall not be liable for any damages caused by this. The User irrevocably accepts, declares and undertakes that he/she will not make any claims on NakitCoins under no circumstances for any damage whatsoever.

Board members, directors, employees of NakitCoins and the people who prepare the information posted on this website shall not have any legal or penal liability due to all kinds of damages and/or losses caused or to be caused by the fault of the User when using the website or mobile application.

## 5d. Account assignment ban

The User shall not assign and sell his/her account and rights to third persons, not allow any other person to use his/her membership for and on behalf of any other name. In such case, NakitCoins has the right to cancel, cease or suspend the User account without prior notice.

The User shall be liable for all damages within the scope of this article and all penal sanctions shall belong to the User. The User's cryptocurrency assets shall not be affected by this and cryptocurrency assets of the User, if any, shall be returned to the User upon request provided that there is no legal restriction.

## 5e. Suspicious or Unlawful Transaction Ban

The User undertakes to use the website and mobile application in accordance with the laws and legislation of the Republic of Turkey. The User irrevocably accepts, declares and undertakes that he/she will not use the website and mobile application for purposes contrary to the law and legislation. Users can only make transactions for lawful purposes through the website and mobile application. The legal and penal liability for each transaction and action that users make by using the services they get on the site and mobile application shall belong to them. NakitCoins has no legal or administrative liability.

In case of the transactions made by users are considered suspicious, NakitCoins shall be entitled to refund the funds transferred by the users. NakitCoins has the right not to accept the trading orders and fund transfers of users without any justification. However NakitCoins shall immediately refund the funds deposited by the users in such a case.

In any event, if it is noticed that users have attempted to make or made suspicious or unlawful transactions NakitCoins shall have the right to close the account or accounts for trading orders temporarily or permanently, and suspend, freeze and temporarily or permanently close the user accounts through which the suspicious transactions are made. In addition, NakitCoins has the right to take all kinds of legal actions, notify the relevant law enforcement officers and take necessary security measures in such cases.

In case this article is implemented by NakitCoins in accordance with the rules of correctness and good will, NakitCoins shall not have any legal and penal liability.

## 5f. Bank Transfer

It is obligatory to make cash deposit transactions from the bank account registered to User's name. The user is responsible for delays that may occur if the user transfers the funds with different names. The refund process of transfers made with different names is explained in FAQ (Frequently Asked Questions) section which is an integral part of this contract.

The User shall be responsible for any delays resulting from funds transfer via ATMs or other cash deposit methods. The procedures in this respect are also stated in FAQ (Frequently Asked Questions) section. funds should not be transferred via ATMs by way of cardless banking. In the event that such transactions are detected, NakitCoins has the right to refund the transferred amounts.

## 5g. Transfer Periods

In case cash deposit or withdrawal transactions are made outside of the specified periods, NakitCoins shall not be liable for possible damages or losses.

## 5h. Refund Process

### 5i. Cash Deposit - Withdrawal Rules

NakitCoins has the right to change the deposit and withdrawal rules unilaterally. Cash deposit and withdrawal rules are the whole of warnings and rules found in "FAQ (Frequently Asked Questions)" pages and other pages on the website. NakitCoins shall not be liable for any damages caused by these changes.

### 5j. Technical Support

NakitCoins provides support services only through the following email address support@nakitcoins.com. NakitCoins does not provide support service to users by way of any other method other than this e-mail address, doesn't request password in support correspondence, doesn't give any cryptocurrency address for transfer of cryptocurrency. This matter serves as a notification and the User accepts that he/she will get the service by acknowledging the provisions of this article. NakitCoins shall not be liable for any damages in this respect. NakitCoins shall not be held liable for unjust suffering of the members caused by the "pirate" websites or mobile applications created by using the name NakitCoins or under this impression.

### 5k. Security Advises

The users are obliged to provide the security of their accounts. Recommended security measures: Using a strong password, not sharing username and password with others, using unique password for the website and and mobile application (not using the same password anywhere else), always connecting to the website via "https" and checking the addresses of "https://www.nakitcoins.com" or "https://nakitcoins.com" when entering the website. These security measures are only advises and NakitCoins shall not be held liable for any damages incurred or to be incurred by the User even if the said security measures have been taken.

### 5m. Function of NakitCoins

NakitCoins is a cryptocurrency trading platform. Users can buy or sell cryptocurrencies of which the prices of are the Market Prices based off of Kraken.com. NakitCoins is an intermediary website. NakitCoins does not form the prices on the website. NakitCoins shall not be held liable for damages or losses incurred or to be incurred by users due to the changes in prices.

NakitCoins is merely an intermediary and shall not be liable for the changes in prices based on supply-demand relationship. The liability for the damages and losses arising in this respect belongs to the User. NakitCoins shall not be held liable for any kind of damages caused by non-fulfillment/delayed fulfillment of trade orders, requests of bank transfer/EFT of the users of the website.

NakitCoins is a company independent of similar trading platforms and is not a representative of any organization. It does not work in partnership with any other company. NakitCoins shall not be held liable for any trading transactions made on any sales platform other than NakitCoins and damages caused or to-be-caused by such transactions in no circumstances. Not collaborating with any other company, NakitCoins undertakes that it shall not share the personal information of users with any other company except legal authorities. However, it is entitled to share anonymous information about the market.

### 5n. Cryptocurrency Investments and Risks

There are certain risks associated with investing in cryptocurrencies. Upon acceptance and approval of this contract, the users declare and undertake that they have acknowledged the risks associated with investing in cryptocurrencies and they shall not hold NakitCoins liable for damages and losses caused or to-be-caused by such investment. The users are liable for damages and losses caused by using the website or mobile application and for the profits and losses caused by changes in prices. In case the users incur any loss or damage, they shall not make a claim on NakitCoins.

Board members, directors, employees of Sayısal Devir Sistemi Yazılım Danışmanlık Bilgi Teknolojileri Ticaret Anonim Şirketi shall not have any legal and penal liability in no circumstances for fulfillment of performances undertaken by NakitCoins under this contract.

### 5o. Circulation of Cryptocurrency

Technically and actually, it is not possible to keep track of how the cryptocurrencies purchased through NakitCoins are used, where and to what end they are transferred, whether they are used in a crime or not. NakitCoins shall not be held liable for damages and losses incurred or to-be-incurred by the users or third parties caused by the misuse of cryptocurrencies.

### 5p. Tax

Users are personally responsible for legal liabilities and tax obligation related to the use of cryptocurrencies. NakitCoins shall not be held liable for tax obligations resulting from profits and losses incurred by the users.

### 5r. Duty of Care

As a prudent merchant, NakitCoins is obliged to show utmost attention to the security of cryptocurrencies kept in the accounts on behalf of the users.

Cryptocurrencies owned by the users are kept in cold storage without Internet connection against any cyber attack. However NakitCoins shall not be held liable for any theft/fraud in spite of NakitCoins' efforts. As specified in article 5k the User is responsible for the accuracy and confidentiality of the information given while subscribing to the website or mobile application, protecting the password and user name used during membership and not sharing them with third parties. The User irrevocably accepts, declares and undertakes that he/she will not make any claims on NakitCoins under no circumstances for any damage whatsoever.

### 5s. Obligation of Age of Maturity

Users must be older than 18 years. The age criterion is determined in accordance with the Central Population Administration System of the Republic of Turkey. The User hereby declares and undertakes that he/she is over 18 years old. In case NakitCoins makes firm that the owner of any account is younger than 18 years or suspects that the account is used by persons younger than 18, NakitCoins has the right to terminate/suspend the said accounts without notice. The User who undertakes that he/she is over 18 is ex officio responsible for the accuracy of all information he/she has provided. NakitCoins grounds on this statement for all transactions related to the User and acts accordingly.

cancel, cease, terminate/suspend other accounts of the User without notice. The user shall be responsible for all legal and penal liabilities arising out of the circumstances specified in this article. The User's cryptocurrency assets shall not be affected by this and cryptocurrency assets of the User, if any, shall be returned to the User upon request provided that there is no legal restriction.

#### 5u. Incorrect and/or Unrealistic Transaction

In case the transactions are made at unrealistic prices due to technical errors, NakitCoins may cancel or draw back these transactions to correct the system and make it operate correctly. User accounts can be frozen during cancellation and draw back, and if any payment has been made, a refund of unfair payment may be requested. If not returned NakitCoins has the right to take all kinds of legal actions. NakitCoins shall not be held responsible for such transactions and no claim shall be made on NakitCoins.

#### 5v. Non-liability for Negative/Positive Damages

NakitCoins shall not be held liable in any way for technical malfunctions in its website or mobile application. NakitCoins shall not be liable for any (negative or positive) damages which may arise directly or indirectly due to short-term or long-term technical failures. The users shall not claim interest or similar income in respect of any pending funds in their accounts.

#### 5y. Abuse of Communication

If there are any statements against general moral and integrity principles, contrarities to law such as disrespect and insult or threats or verbs constituting a crime in the correspondence between the users and NakitCoins, NakitCoins has the right to close the User's account permanently or temporarily to trading orders and suspend, freeze or permanently cancel the account of such users. In addition, NakitCoins is entitled to take legal action with the records of the relevant communication.

NakitCoins shall not have any legal or penal liability due to implementation of this article by NakitCoins in accordance with the principles of integrity and goodwill.

### 6. LEGAL AND PENAL SANCTIONS

#### 6a. Legislation

The user declares that he/she has read and acknowledge all explanations made by state institutions such as BDDK, SPK and TCMB with regard to cryptocurrencies.

#### 6b. Disqualification

In case the website or mobile application is used unlawfully by the User, the User shall be liable for all legal and penal sanctions to arise pursuant to article 5 of this contract. The User irrevocably accepts this. NakitCoins has the right to freeze, temporarily or permanently delete, suspend the User's account and so forth and also ban this person from opening another account indefinitely.

#### 6c. Commercial Reputation

The User undertakes that he/she shall not make any comments or sharing by using the name and/or logo of NakitCoins that would dishonor NakitCoins brand, harm its commercial reputation or create unfair competition during the execution of this contract. This undertaking covers all kinds of written and visual media and all social media authorities. In case of a violation of this article, NakitCoins shall be entitled to terminate the contract unilaterally, block, suspend, or delete the User's account completely without prior notice. Likewise, NakitCoins reserves the right to claim compensation. The User accepts, declares and undertakes that he/she irrevocably waives all of his/her rights of objection and claims under this article in advance.

### 7. Fees

#### 7a. Commission and Transaction Fees

NakitCoins is entitled to get a commission (service fee) from the users at a rate determined by them for each purchase and sale transaction. It also has the right to get a transaction fee determined by the User for withdrawal of Turkish Lira. NakitCoins is entitled to make changes in these fees and rates at any time without prior notice. However, the changes will be announced on the website and in the mobile application.

Cryptocurrency transfers are non-refundable and accordingly, refund of commissions or transaction fees by NakitCoins is not possible. Users do not have the right to request the refund of these fees. The user hereby declares and undertakes to accept the provisions of this article in advance by signing this contract. The User irrevocably accepts that he/she shall not request from NakitCoins to refund any commission or transaction fee for any incorrect transaction he/she has made.

#### 7a. Announcement of Commissions and Transaction Fees

NakitCoins shall announce the service fees on the main page of the website, "<https://nakitcoins.com>" and also in the section of "<https://nakitcoins.com/graphics>". Fees will be effective from the moment they are announced in this section.

### 8. Privacy Policy

#### 8a. Legislation

In the event that this contract is accepted and approved by the User, the User and NakitCoins mutually acknowledge the rights and obligations under the Law on the Protection of Personal Data No.6698 and undertake that they will act pursuant to the law.

#### 8b. Identity Information

NakitCoins undertakes not to share users' personal information (identity, invoice, address, e-mail, telephone, fax, demographic information or customer number, etc.) to third parties except for legal obligations or without user's express consent. Such information of users are obtained online and kept on offline storage. However, if such information is requested by the authorities of



Upon registration of an account for the User through NakitCoins website or mobile application is made, the User shall be deemed to accept sharing of his/her personal information collected for the purpose of identification. This information are particularly used for detection and prevention of crimes such as money laundering, terrorism financing and other financial crimes on NakitCoins platform. The User providing these information shall be deemed to grant permission for these information to be kept by NakitCoins for a period of 5 years following the expiry or termination of his/her account to facilitate compliance with global industry standards regarding data retention. Moreover, the User accepts and declares that he/she has authorized NakitCoins to make any investigation directly or via third parties when it is deemed necessary to identify the User or protect the User and/or NakitCoins against financial crimes such as fraud.

NakitCoins identifies and records IP addresses of users, models of the devices on which they access the website or mobile application, their operating systems and browsers . By accepting this contract, the User agrees to give his/her express consent to NakitCoins in this respect. NakitCoins may use these records to generally identify the users and collect comprehensive demographic information, ensure the security of the system and user's account, fight against forgery and comply with its legal obligations.

In order the services it offer to be used more effectively, NakitCoins can cooperate with various third party institutions and organizations in various ways. This cooperation may include advertising, sponsorship, permitted marketing, data sharing and other commercial methods. NakitCoins declares and undertakes that it will do permitted communication/marketing in its communication activities as stipulated by laws, not communicate against the user's will, provide tools that would ensure free and easy withdrawal of the user from the system.

NakitCoins can provide links to other sites on its website. It may publish advertisements of contracted third parties and/or application forms related to various services. It may direct users to websites of advertisers or contracted third parties through these forms and advertisements. NakitCoins assumes no liability for the privacy practices and policies or contents of other websites accessed through this links.

#### 8d. Privacy Statement

NakitCoins hereby undertakes to keep the confidential information provided to it, confidential and accepts to make a secret of it as an obligation, take all necessary measures to maintain the confidentiality, prevent all or part of the confidential information from being public domain or prevent the disclosure of confidential information to unauthorized users or third persons, and show ultimate attention in this respect.

#### 8e. Exceptions

The information provided by the users shall not be used in any way outside of the rules and purposes specified in the User Agreement and shall not be shared with third parties. NakitCoins may disclose the information of the users to third parties in below circumstances regardless of the confidentiality provisions of this contract:

1. In circumstances when it is necessary to comply with the obligations issued by competent legal authorities such as laws, decrees, regulations and so forth and when required by the written provisions of law.
2. In circumstances when NakitCoins needs to fulfill the requirements specified in the contracts signed with users and apply them.
3. In circumstances when information about the users are requested in line with any investigation or procedure conducted by competent administrative and/or legal authorities in accordance with procedural action.
4. In circumstances when it is necessary to provide information for the purpose of protecting the rights and security of the users.

NakitCoins shall not be held liable for any damages arising in this respect.

#### 8f. Disclaimer

All contents on the website or mobile application are composed of the data collected from 3rd persons and public domain sources. All data, analyses, reports, statistics are processed and presented objectively by a software which automatically process the information without any editing or directing. All kinds of news and reports submitted by NakitCoins are merely intend to inform and advise and they cannot be regarded as direct solutions, results, legal opinions and political or sociological research information and their accuracy is not guaranteed. The data may be contradictory or inconsistent with one another. In such cases, NakitCoins shall not assume any liability.

NakitCoins shall not issue any explicit or implicit guarantee with regard to the results obtained by any person or institution because of the transfer of contents it provides to others by any user including the guarantees of merchantability, performance, marketability, expediency. (Kaynak cümle son derece kötü ve anlaşılmaz) All contents are provided to the user "as is". NakitCoins shall not be held liable for any loss of profit or negative loss due to the use of the contents. Any references made to any person/institution/company/brand in the contents provided by NakitCoins are not advises that would influence the market values, rankings in various criteria, brand values of these persons/institutions/companies/brands or purchase, sell or retain their shares.

### 9. Applicable Law and Jurisdiction

In disputes arising out of the use of the website or mobile application and/or related to conditions and provisions specified in the legal warning and/or in connection with this website or mobile application this User Agreement and the Law of the Republic of Turkey shall be valid and İstanbul Courts are competent.

### 10. Amendments to Contract



## 11. Enforcement and Acceptance

By electronically selecting the option of "I Accept" or going to any page of NakitCoins' website and/or mobile application, the User agrees, declares and undertakes that he/she has read the entire User Agreement, understood the entire content and approved all provisions. The User Agreement enters into force on the date of its announcement on the website by NakitCoins.

The users who do not agree to the terms of the User Agreement should not use the website, mobile application and the services provided through the website. Otherwise, NakitCoins shall not be held liable for any damages incurred or may be incurred.