

PRIVACY POLICY AGREEMENT

This Privacy Policy Agreement,

On the one hand, resident at the address of Zafer Mah. Üniversite Varyantı No: 80 Efeler/Aydin, INC Teknoloji (hereinafter referred to as "INC") and on the other side resident, USER (hereinafter referred to as the "USER") within the framework of the terms and conditions written below.

INC and the USER will be referred to as the "Party" separately and together as the "Parties". The parties may be in the position of "Information Recipient" or "Information Provider" depending on the nature of the confidential information subject to this Agreement.

1. SUBJECT OF THE AGREEMENT

With this Agreement, the parties shall determine the responsibilities arising and/or arise due to mutual disclosure of confidential information required for the use of the mobile application to be released by INC (hereinafter referred to as "FaceSyma") by the USER, and to determine the terms of use and privacy policies. Agreed on the following framework.

2. DEFINITION AND PROTECTION OF CONFIDENTIAL INFORMATION

- 2.1. The given internet access permission is only used for data and photo transfer of the forms to be filled in FaceSyma. Camera usage in FaceSyma is only used for photos that you want to send through FaceSyma. It is not used without the knowledge of the USER. Photos taken in FaceSyma are stored in an encrypted environment belonging to the user and are only accessible to him and the institution he is affiliated with. Photos are not shared with third parties or institutions without user information. Face Data that is taken by the photo of users is not used in a manner that will violate the legal rights of users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience. Face Data is not used for authentication, advertising, or marketing purposes, or to otherwise target an end-user in a similar manner. Face Data is not used to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data. FaceSyma agrees not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties. The photos uploaded in FaceSyma by The USER can be stored five years in order to facilitate the development and enhancement of our artificial intelligence-powered applications
- 2.2. While protecting the Confidential Information sent by the Informer, the Information Recipient will take care not to be less than the care she shows in not disclosing, publishing or distributing her own confidential information.
- 2.3. The Information Recipient shall not take any Confidential Information out of the company/Project work area, shall not use or copy any Confidential Information for any purpose other than its commitments to the Informer, without the written consent of the Informer
- 2.4. In terms of the applicability of this Agreement, the following information is not considered Confidential Information.

- Information that became publicly available on or before the date the Confidential Information was disclosed.
- Information that has become public without breaching the obligations in this Agreement.
- Information obtained by the Information Recipient from a source that is not under an obligation to keep confidential to the Informant,
- Information that is not acquired from any party directly or indirectly related to the Information Provider, or from a third party that is under confidentiality obligation, before the disclosure of the Confidential Information,
- Information developed by the Information User independently of what is disclosed within the scope of this Agreement,
- Information that must be disclosed pursuant to applicable laws or regulations, or a court order or administrative order. One of the Parties may disclose the Confidential Information belonging to the other party by giving prior written notice to the Information Provider, in case it is required to be disclosed in accordance with laws or regulations or a court decision, administrative order. The Information Recipient will share only the necessary part of the Confidential Information that must be disclosed to the authorities expressly authorized by law pursuant to a court decision or administrative order, the Information Recipient will not disclose the Confidential Information to third parties other than the said authorities, and protect the undisclosed parts of the Confidential Information. Obligation will continue.

3. PRIVACY POLICY AND TERMS OF USE

3.1. The privacy policy and terms of use specified in this Agreement; INC, It is valid for FaceSyma, which will be published on the Android Play Store and IOS App Store, which will be released by . By installing FaceSyma on their mobile device, the USER is deemed to have accepted the privacy policy and terms of use in this agreement.

3.2. FaceSyma is provided by INC to the USER as it is. Therefore, INC cannot be held responsible for any negative situation that may arise from FaceSyma.

3.3 INC makes every effort to take all possible measures for the security of FaceSyma. FaceSyma is only available on Android Play Store, IOS App Store and Huawei AppGallery. If it is located in another Android or IOS store other than FaceSyma, INC cannot be held responsible for the downloads to be made from here.

3.4. FaceSyma may contain advertisements and links from third parties. For these, INC cannot be held responsible.

3.5. All copyrights related to all content consisting of audio, written and visual elements and software in FaceSyma belong to INC. USER, FaceSyma's copyrighted content; copying, duplication, republishing, disassembly, re-publication, etc. unable to take action.

3.6. The necessary procedures for Telephone Usage Permissions must be provided by the USER. Internet Usage Permissions are the permission required to send Data to Encrypted servers in FaceSyma and the USER must define it.

3.7. The given internet access permission is only used for data and photo transfer of the forms to be filled in FaceSyma. Camera usage in FaceSyma is only used for photos that you want to send through FaceSyma. It is not used without the knowledge of the USER. Photos taken in FaceSyma are stored in an encrypted environment belonging to the user and are only accessible to him and the institution he is affiliated with. Photos are not shared with third parties or institutions without user information. Face Data that is taken by the photo of users is not used in a manner that will violate the legal rights of users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience. Face Data is not used for authentication, advertising, or marketing purposes, or to otherwise target an end-user in a similar manner. Face Data is not used to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data. FaceSyma agrees not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties. The photos uploded in FaceSyma by The USER can be stored five years in order to facilitate the development and enhancement of our artificial intelligence-powered applications

3.8. You can register and log in to FaceSyma by using other services such as Google, Apple, Twitter and your information in these services. If you prefer this, your information such as name-surname, e-mail is also recorded and stored. In cases when this method is preferred, it is recommended that users check their information regarding the registered service.

4. DISCLOSURE AND CONSENT TEXT ON THE PROCESSING OF USER DATA UNDER THE LAW ON THE PROTECTION OF PERSONAL DATA

You may be sharing your personal data with our Company due to your visit to FaceSyma developed by INC and the transactions you have made through FaceSyma. Your personal data that you transfer and save to us during your visit to FaceSyma is protected with the utmost care and attention and processed in accordance with the data security rules in force. It may also contain links to websites of other servers that do not have a FaceSyma data security statement. Our Company, which is the data controller, pursuant to Article 10 of the Personal Data Protection Law No. There is an obligation to inform the data owners about the identity of the personal data processing purposes, the persons to whom the personal data is transferred and the purposes of the transfer, the legal reasons and methods of the collection of personal data, the rights listed in Article 11 of the Law that the personal data owner will direct to the data controller. This text has been written with the aim of enlightening the data owners regarding the procedures and principles regarding the processing of personal data of the USERS of our Company and obtaining their consent for the processing of the data for the scope and

purposes specified in Article 4.3.

4.1. Identity of Data Controller

In Article 3/1 (i) of the Law, data controller is defined as “real or legal persons who determine the purposes and means of processing personal data and are responsible for the establishment and management of the data recording system”. In Article 10/1 (a) of the Law, titled “Informing Obligation of the Data Controller”, it has also brought the

obligation to inform the data owner about the identity of the data supervisor. Within the scope of the law, it may have the title of "data controller".

4.2 Purposes of Processing Personal Data

Your Personal Data is processed in accordance with the personal data processing principles specified in Article 4 of the Law, based on one or more of the personal data processing conditions specified in Article 5 of the Law. In all personal data processing activities carried out by INC, the obligations sought in all relevant legislation, especially the Law, are also acted upon.

Purposes of processing your personal data within the scope of the personal data processing conditions and purposes specified in Articles 5 and 6 of the Law, to carry out the necessary work by our business units to benefit you from the services offered by our Company; Suggesting and promoting the services offered by our company to the relevant people by customizing them according to your tastes, usage habits and needs; Ensuring the legal and commercial security of our company and the people who have a business relationship with our company, and determining and implementing our company's commercial and business strategies.

4.3. Personal Data to be processed in accordance with the Explicit Consent of Data Owners and Purposes of Processing

In the following cases where the personal data processing conditions specified in Articles 5/2 and 6/3 of the Law are not met, your personal data may be processed in line with the consent you have given by signing this Clarification and Consent Text. If you do not give your consent or if you want to withdraw the consent you have given before, your information will be closed to access and their use for these purposes will be terminated. In this context; Your personal data may be processed and shared for the purpose of determining user habits, targeting, profiling and analyzing, and presenting customized content to you within the scope of the processes related to the marketing of products and services and the planning and execution of the relevant processes in order to obtain the highest benefit from the products and services.

4.4. The Parties to which Personal Data may be Transferred and the Purpose of Transfer

Your collected personal data is carried out by our business units in order to benefit from the services offered by our Company; Sales and marketing of our Company's services through FaceSyma; Suggesting the services offered by our company to you by customizing them according to your tastes, usage habits and needs; To ensure the legal and commercial security of our Company and the persons who have a business relationship with our Company and to determine and implement our Company's commercial and business strategies, to our business partners, suppliers, (including but not limited to those mentioned; transporters and similar service providers) to our shareholders, legally authorized public institutions and organizations. It may be shared with legally authorized private law legal entities within the framework of the personal data processing conditions and purposes specified in Articles 8 and 9 of the Law.

4.5. Method and Legal Reason for Personal Data Collection

Your personal data is collected by our company in order to carry out our commercial activities, during your reservation request and through different channels, including the contracts you have concluded with our Company, and in accordance with the law. Your personal data can also be processed and transferred for the purposes specified in this Clarification and Consent Text within the scope of the personal data processing conditions and purposes specified in Articles 5 and 6 of the Law.

4.6. Rights of Personal Data Owner

As personal data owners, you can submit your requests regarding your rights to INC. You can send it to us together with the methods set out in the Data Processing and Protection Policy. According to the nature of the request, our company will evaluate the request as soon as possible and within thirty (30) days at the latest and conclude it free of charge. Although it is essential not to charge any fee for the requests, our Company reserves the right to charge a fee based on the fee schedule determined by the Personal Data Protection Board. The rights of real persons whose personal data are processed pursuant to Article 11 of the Law are as follows:

- Learning whether personal data is processed or not,
- If personal data has been processed, requesting information about it,
 - To learn the purpose of processing personal data and whether they are used in accordance with the purpose,
 - Knowing the third parties to whom personal data is transferred in the country or abroad,
- Requesting correction of personal data in case of incomplete or incorrect processing and requesting notification of the transaction made within this scope to the third parties to whom the personal data has been transferred,
- Requesting the deletion or destruction of personal data in the event that the reasons requiring processing are eliminated, although it has been processed in accordance with the provisions of the Law No. 6698 and other relevant laws, and requesting the notification of the transaction made within this scope to the third parties to whom the personal data has been transferred,
- Objecting to the emergence of a result against the person himself by analyzing the processed data exclusively through automated systems,
- To request the compensation of the damage in case of loss due to unlawful processing of personal data.

4.7. Retention and Deletion of The Data

Your personal data such as Name, Surname and e-mail address are stored in our secure cloud server. The aim of the retention is to send you any formal document when needed. Your photos are also taken and stored in order to make character analysis. You can see your personal data in 'My Account' section on the application. You can also view your photos in the 'My Reports' section. Moreover, if you want to delete

your photos and account, please inform us to delete the photos on the application and the server.

5. TERM OF THE AGREEMENT

This Agreement enters into force on _____ will remain in effect. The parties can terminate this Agreement at any time by notifying the other party 30 days in advance.

For 2 (two) years after the end of the Agreement, the Information Recipient's obligation to protect Confidential Information will continue under the Agreement.

6. TRANSFER AND ASSIGNMENT

The parties cannot transfer or assign this Agreement and their obligations arising from this Agreement to third parties without the written consent of the other.

7. MODIFICATION AND WAIVER

Amendments, acceptance, waivers, amendments or additions to this Agreement shall not be accepted as valid and binding unless mutually and in written agreement of the Parties. Failure of the Parties to exercise any of the rights under this Agreement or postponing the use of them shall not be considered a waiver of the rights, and the sole or partial use of such rights shall not prevent the future exercise of the rights.

8. ADVERTISING PROHIBITION

The parties shall not refer to this Agreement, any further agreements or commercial relations to be established between them in any promotional activity without the written consent of the other party.

9. SEVERABILITY

In the event that any provision of this Agreement is deemed invalid or invalid or canceled, that provision will become ineffective (to the extent that it is invalid or unenforceable) and this will not affect the validity of other articles of the Agreement.

10. NOTICE

The parties agree that the notifications to be made to the addresses written in this Agreement will be legal and valid, and in case of any change in the aforementioned addresses, the other party shall notify the new address within ten days at the latest from the date of the change. They accept, declare and undertake that the notification will be a legal and valid notification.

11. DISPUTES

Aydın/Turkey Courts and Enforcement Offices shall be authorized in the settlement of any dispute arising from the interpretation and FaceSyma of this Agreement.

This Agreement has been signed and entered into force in two copies on the date of