

# LYDIANS ELEKTRONİK PARA VE ÖDEME HİZMETLERİ ANONİM ŞİRKETİ

## "FUPS" USER AND FRAMEWORK AGREEMENT

### ARTICLE 1- PARTIES

This "FUPS" User and Framework Agreement ("**Agreement**") is entered into between Lydians Elektronik Para ve Ödeme Hizmetleri Anonim Şirketi ("**Lydians**"), whose details are set out below, and the User ("**User**") who has approved this Application Agreement, to provide the payment and electronic money services specified under this Agreement. Lydians and the User are individually referred to as the "**Party**" and collectively as the "**Parties**".

<b>User</b>	
<b>Registration Number</b>	
<b>Full Name</b>	

**Trade Name:** Lydians Elektronik Para ve Ödeme Hizmetleri Anonim Şirketi

**Address:** Finanskent, Finans Ave., Sarphan Finans Merkezi, A Blok No:5a,

Door No:219 Ümraniye / İSTANBUL

**KEP Address:** lydianselektronik@hs03.kep.tr

**Phone:** +90 216 886 02 50

**MERSIS No:** 0817033614400001

**Tax Office & Tax No:** Alemdağ Vergi Dairesi – 8170336144

### ARTICLE 2- DEFINITIONS

**Recipient:** It refers to the natural or legal person to whom the Funds that are the subject of the payment and/or Electronic Money transaction are to be forwarded and/or to whom the User makes the payment through the Application and its Cards in order to acquire Products.

**Anonymous Card:** It refers to a prepaid instrument that is not linked to a Payment Account and has not been identified or validated, becomes usable by prepayment or loading, can be issued with or without reloading capability, and can be used up to the loaded balance.

**Anonymous Customer:** Refers to the User who uses an Anonymous Card without registering in the Application and without identification or verification.

**Bank:** It refers to the Central Bank of the Republic of Turkey Joint Stock Company.

**BKM:** It refers to the Interbank Card Center Joint Stock Company.

**Chat:** It refers to the messaging feature within the Application that allows Users to communicate with each other.

**Call Center:** It refers to the Call Center with the number 0 850 226 36 46, which receives Users' support/complaint requests.

**Electronic Money:** It refers to the monetary value issued and stored electronically, used to carry out Payment Transactions defined in the Law, and accepted by real and legal persons who are not Lydians in exchange for Funds accepted by Lydians.

**Electronic Money Account:** Refers to the accounts in which issued Electronic Money is monitored and recorded on a customer-by-customer basis.

**Fund:** It refers to banknotes, coins, fiat money, or Electronic Money.

**FUPS:** It refers to the brand of Lydians Elektronik Para Ve Ödeme Hizmetleri A.Ş.

**FUPS Account/Wallet:** It refers to the Payment Account opened by Lydians on behalf of the User, which is used for conducting Electronic Money and Payment Transactions.

**Sender:** Refers to the natural or legal person who issues a Payment Order with or without a Payment Account.

**Sensitive Customer Data:** It refers to the personal data such as password, security question, certificate, encryption key and pin, card number, expiration date and personal data used in placing the Payment Order or verifying the identity of the User, which, if collected or modified by third parties, may enable fraud or fraudulent transactions on behalf of the User, as well as personal security information about the payment instrument.

**Erroneous or Unauthorized Transaction:** It refers to the Payment Transaction that results from the Sender or a third party not authorized to issue the transfer order sending all or part of the transfer order without the will and/or knowledge of the User and/or the User not receiving the goods or services in question.

**Law:** It refers to Law No. 6493 on Payment and Securities Settlement Systems, Payment Services and Electronic Money Institutions.

**Card:** It refers to the anonymous, standard and premium FUPS Cards issued by Lydians and offered to customers.

**Identifier:** It refers to the combination of numbers, letters or symbols specific to the customer in order to identify and distinguish the User from other Users by the Payment Service Provider.

**Card System Establishment (Payment Systems):** It refers to the institutions that establish a debit card or credit card system defined in the Bank Card and Credit Card Law No. 5464 and authorize the issuance of cards or the conclusion of merchant agreements pursuant to such system.

**User:** It refers to the general term for Anonymous, Standard, Approved and Premium Customers.

**PDPA:** It refers to the Personal Data Protection Act No. 6698.

**Verified Customer:** It refers to the User who is registered in the Application and whose identity data has been verified by the Central Population Registry System (MERNIS).

**Means of Payment:** It refers to the Card, cell phone, password and similar means of payment used by the User to issue the Payment Order.

**Payment Order:** It refers to the instruction given by the Payment Service User to execute the Payment Transaction.

**Payment Account:** It refers to the account (including Electronic Money Accounts) opened on behalf of the customer and used for the execution of the Payment Transaction.

**Payment Services:** It refers to the services offered to the User under the terms and conditions set forth in the contract and for which Lydians has obtained an operating license from the Bank.

**Payment Transaction:** It refers to the deposit, transfer or withdrawal of Funds at the instruction of the User.

**Premium Card:** It refers to the Card applied through FUPS that contains the User's data.

**Premium Customer:** It refers to the User who is registered for the Application, whose identity data has been verified with the Central Population Registration System (MERNIS) and who has provided Lydians with the wet signatures of the documents to be requested by Lydians.

**Reference Exchange Rate:** It refers to the exchange rate applied by the Payment Service Provider or obtained from a publicly available source, used for transactions in foreign currency.

**Standard Card:** It refers to the FUPS Card created by connecting the Anonymous Card to the Wallet.

**Statement:** It refers to the Statement on Information Systems of Payment and Electronic Money Institutions and Shared Data Usage Services in the Field of Payment Services Providers.

**TÖDEB:** It refers to The Payment and Electronic Money Institutions Association of Türkiye.

**Application:** It refers to the "FUPS" application of Lydians.

**Means of Distance Communication:** It refers to any instrument or medium that enables the conclusion of a contract without physical confrontation, e.g., Application, letter, radio, television, catalog, telephone, fax, e-mail, internet, corporate website (<https://www.lydians.com/> <https://fups.com/> and other websites of Lydians), short message services (SMS, WhatsApp, etc.).

**Charges:** Refers to the fees that the User has to pay in return for the payment service.

**Regulation:** Refers to the Regulation on Payment Services and Issuance of Electronic Money and Payment Service Providers.

### **ARTICLE 3- SUBJECT AND SCOPE OF THE AGREEMENT**

**3.1** The subject of this Agreement is to establish the terms and conditions of the Payment Services to be provided by Lydians to the User, as well as the rights and obligations of the Parties in relation to such services.

### **ARTICLE 4- RIGHTS AND OBLIGATIONS OF THE PARTIES**

**4.1.** The User declares that he/she is qualified to use the Application, to use the Payment Services in this way, and therefore to agree to the contract and that at the time of agreeing to this contract, he/she has reached the age of 12 years.

**4.2.** The User accepts and undertakes to use the Application in accordance with and within the limits of the relevant legislation and to provide the information and documents requested by him/her without undue delay; otherwise, he/she will not be able to use the Payment

Services.

**4.3.** The User undertakes that all information and documents provided by him/her to Lydians are accurate, up-to-date, and complete. Lydians may take various verification measures to ensure the accuracy and timeliness of the information provided by the User in accordance with the PDPA. The User accepts and declares that all types of damages and responsibilities arising from the falsity or inaccuracy of the information provided, the failure to communicate the duration of the transaction in the case of time-limited transactions, or the incorrect preparation of the invoice, are his/her own.

**4.4.** The User accepts and declares that he/she is acting in his/her own name and for his/her own account and that he/she will notify Lydians following the relevant legislation, including Law No. 5549 on the Prevention of Laundering of Proceeds of Crime, in the event that he/she acts on behalf of another person and/or transfers his/her FUPS Account to a third party and/or the information subject to identification changes, and that he/she will carry out the actions requested by Lydians in this regard. In the event of a breach of this Article, Lydians shall not be liable for any erroneous, unauthorized, or unlawful transactions and may terminate or suspend this Agreement without compensation.

**4.5.** User instructions, including payment instructions, are valid to Lydians when the User enters the Application with his/her username and password or issues a transaction order using the Card and password information. The User may access the information required to initiate or complete the Payment Transaction during and after accessing the FUPS Account, and at the time of the transaction, such information requested by Lydians is registered by the User.

**4.6.** Lydians has the right to set the minimum and maximum amounts for transactions related to the Payment Services provided through Lydians. The User accepts and agrees that no transaction will be made beyond the limits of the payment service. Anonymous, Standard, or Verified Customers must provide Lydians with the information requested by Lydians in order to increase the transaction limit, as well as the relevant documents (with wet signature) if required by Law. Lydians reserves the right not to increase the customer's status for any reason, even if the information and documents requested herein are provided. Even if the User provides the information and documents required of him/her, Lydians may reject the User's request to use the Payment Services offered by Lydians and/or discontinue the service offered by Lydians. Detailed information on transaction limits can be found at <https://fups.com/en/fees-limits.html>.

**4.7.** The User may not allow or enable third Parties to access the User account to be created in the Application, the payment instrument associated with the account, and Sensitive Customer Data and is responsible for their own security. The User further agrees that he/she shall not disclose or make available information about the payment instrument and Sensitive Customer Data, including but not limited to information such as username and password in the Application, to third Parties in any way and shall not use such information for any purpose other than the purpose of allocation.

**4.8.** The User accepts and agrees that the User may take necessary actions, including blocking the relevant Cards in the event that any payment instruments and accounts offered by Lydians, including FUPS Account, Anonymous Card, and Premium Card and/or User

information, including Sensitive Customer Data and payment instruments, are lost, stolen or accessed without authorization through no fault of Lydians, User shall immediately notify Lydians and inform Lydians accordingly.

**4.9.** If the Identifier and/or sensitive payment data provided by the User are incorrect, Lydians cannot be held responsible for the failure of the Payment Transaction. Lydians reserves the right to charge a reasonable fee, proportionate to the costs incurred by the User in recovering the money that was the subject of the erroneous Payment Transaction.

**4.10.** If the Means of Payment is lost, stolen or if the User learns of a transaction that took place against his/her will, he shall immediately notify Lydians. The User is obliged to take the necessary security measures from the moment he/she receives the Means of Payment or has the opportunity to use and dispose of the Means of Payment. If required as a result of a notification under this Article, Lydians may charge a renewal fee, which may be directly linked to the Means of Payment.

**4.11.** The obligation to report Erroneous Or Unauthorized Transactions is incumbent on the User, and in this context, the User should send a correction request to Lydians. In any case, the correction request may not be made more than 13 (thirteen) months after the execution of the Payment Transaction. If Lydians determines that the Payment Transaction that is the subject of the request was executed without authorization or in error, the correction request regarding the transaction will be carried out by Lydians as soon as possible by returning the incorrect amount to the User or restoring the Wallet, provided that the amount that is the subject of the transaction was not used. If the relevant transaction fee has been transferred to the Recipient or the Recipient's payment service provider as of the date of notification, the relevant amount is requested to be refunded, and if the Recipient has not used the requested transaction fee, this amount (or the remaining balance) is transferred to the Wallet. Amounts related to losses that Lydians may encounter during the return process can be directly deducted from the recovered amount. Objections regarding transactions made with FUPS Cards are processed and finalized following the rules and deadlines of international card system organizations. Transactions made using FUPS Cards can be objected to by applying to Lydians within 20 (twenty) business days from the day of the transaction. The User must specify in the request to be made the details of the objection to the transaction together with the reason. Transactions that are not objected to within the specified period are deemed to have been accepted.

**4.12.** Lydians has the right to investigate within a reasonable time in case of reasonable suspicion of fraudulent use of the Means of Payment and/or intentional or grossly negligent failure to fulfill the obligations associated with the payment instrument in connection with an Erroneous Or Unauthorized Transaction before correcting the transaction.

**4.13.** In the event that the Means of Payment or password data is lost, stolen, or used without authorization, the User shall be liable for the damage caused by the unauthorized Payment Transactions within 24 (twenty-four) hours prior to the notification of Lydians under Article 4.11, up to 250 (two hundred and fifty) Turkish Lira. The User shall not be liable for any unauthorized Payment Transaction after the notification under Article 4.11.

**4.14.** If the User uses the Means of Payment fraudulently or intentionally or negligently fails to fulfill his obligations concerning the Means of Payment following Article 53 of the Regulation, the User shall be liable for all damages resulting from the unauthorized Payment

Transaction, without limitation to a specific term and fee.

**4.15.** Lydians may not accept the payment in case of a fraudulent transaction by checking the User's authorizations if there is a reasonable suspicion of the existence of an Unauthorized Transaction in the relevant Payment Transaction. In this case, the User shall not be entitled to any claims.

**4.16.** Lydians may, in case of suspicion of unlawful, fraudulent, or unauthorized use of the Application and Payment Services, reset the User's Customer status to the Standard Customer status if the customer is a Verified Customer or a Premium Customer or close the FUPS Account temporarily or indefinitely. In case of temporary or indefinite closure under this Article, Lydians will not inform the User and will not reopen the Payment Services and the Application if a provision in the relevant legislation prohibits the disclosure of information or if there are reasons that jeopardize security.

**4.17.** Users are responsible for not disclosing any information that could compromise the security of their FUPS Account/Wallet and payment instruments, including but not limited to Sensitive Customer Data, in all their activities, including transactions and communications through the Application, website, Call Center, e-mail support hotline, Chat and other channels. Users agree to comply with the provisions of this Agreement, relevant Laws, good morals, and principles of honesty when communicating with Lydians and using Lydians' products and, in this context, not to participate in discussions that violate the Law, reflect a political opinion, are obscene, racist, discriminatory, including insults and defamation. If the aforementioned obligation is not met, the Lydians may close their FUPS Account indefinitely.

**4.18.** Chat only enables communication between Users, and the relevant functions within the Application must be used for requests and transactions.

**4.19.** The User can set a joint spending limit in favor of other User(s) within the FUPS Account. Setting a joint spending limit means that the User with the FUPS Account authorizes other Users to issue a Payment Order for the amount specified in the FUPS Account. This joint spending limit can be set for an amount to be blocked or the balance of the FUPS Account. If a joint spending limit is set for a blocked amount, the amount will be blocked in the amount of the preferred joint spending limit in the FUPS Account, and only the Users defined within the joint spending limit will have the right to save on this amount. In any case, the amount defined under the joint spending limit is not available for cash withdrawals and can be used only for the purchase of relevant products and services. The Users accept and declare that Lydians shall not bear any responsibility (usage rates, media used, etc.) within the scope of the use of the joint spending limit defined by them by the respective (authorized) Users, and therefore they shall not make any claims against Lydians within this scope.

**4.20.** The User shall request the issuance of Electronic Money through the Application and/or the channels designated/determined by Lydians, and Lydians shall issue Electronic Money in the amount requested; the receipt for the corresponding amount shall be sent to the User and provided by the User through the Wallet.

**4.21.** Although the Funds received for the issuance of Electronic Money shall be kept in the protected accounts opened in the currency in which they were received, Lydians may convert such Funds received for the issuance of Electronic Money into another currency and keep

them in the protected account in case it is not possible to open an account in the relevant foreign currency or it involves disproportionate costs.

**4.22.** The User agrees that in case of a change in the legal right to Electronic Money, identification and other procedures will be carried out and that in this framework, he/she must provide the necessary information and documents without delay.

**4.23.** The relevant amount is converted into a Funds in Turkish Lira within 1 (one) business day from when Lydians has received the request to convert the Electronic Money sent to the User's Wallet into a Fund. The User may request information about the Account/Card to which the refund is to be made for conversion into Funds. In cases where the relevant amount is paid by credit card, the reimbursement shall only be made to the same credit card account following Article 6 of the Regulation.

**4.24.** Regarding the currencies used by Users in the provision of Payment Services, the provisions set forth in Decision No. 32 on the Protection of the Value of the Turkish Currency, which was enacted by Decision of the Council of Ministers dated 07.08.1989 under number 89/14392, are essential. The debit and credit rates incurred by the use of the Card abroad shall be converted into Turkish Lira through the relevant international card system organization and reported to FUPS. FUPS reflects this amount reported by the international card system organization to the customer's account. FUPS may add costs and commissions to this amount. In cases where the debit and credit entries resulting from the use of the Card abroad are reported to FUPS in foreign currency through the relevant facility of the international card system, they shall be credited to the User account following the Law to which FUPS is subject and the provisions in the subordinate regulations of the Law after being calculated at the CBRT exchange rate with the addition of additional commissions and costs. In another case, they shall be credited to the account after being converted into Turkish Lira at the average monthly exchange rate prevailing in the open market for such expenses, together with the relevant commissions and costs. Changes to the above Reference Exchange Rates will take effect immediately.

**4.25.** The User may issue the Payment Order and authorization for the transaction through the Application and/or the channels determined/to be determined by Lydians. The said Payment Order and Payment Transaction authorization may be issued before or after the execution of the Payment Transaction. The Payment Transaction shall be deemed authorized when the User enters his/her Card password or the verification code sent to him/her in the relevant field or when he/she gives his/her consent to the Payment Transaction via the Application or in a similar method.

**4.26.** The time of receipt of the Payment Order is the time when Lydians receive the Payment Order. If it is decided to make the payment on a certain day, at the end of a certain period, or on the day when the Sender provides the payment service provider with the amount of money for the payment, the day agreed upon for the Payment Transaction shall be considered the day of receipt of the order. The User accepts and agrees that the Payment Order may be sent until 24:00 and that the Payment Order received at a later time shall be considered as received on the next business day. If the Payment Order recipient provides a different deadline in the aforementioned transactions, the deadline set by the Payment Order recipient shall be applied, and in such case, the User shall be informed about it during the transaction.

**4.27.** If a date is specified for the payment after the date of issuance of the Payment Order, the payment shall be made on the date specified by the User, which shall be at least 1 (one) day later. If the User does not specify a payment date, the Payment Order shall be executed no later than 4 (four) business days from the date it is received by Lydians.

**4.28.** Lydians may refuse to execute a Payment Order of the User. In this case, the reason for the refusal shall be stated, and, in any case, the User shall be informed by the end of the business day following the receipt of the Payment Order on how to correct the related errors. Lydians may charge a fee for notifying the User if the rejection is justified.

**4.29.** Payment Services are processed through the Application or the website, which can be accessed through mobile devices (smartphone, tablet, etc.) connected to the internet. The technical specifications of the mobile device on which the Application is used can be found in the mobile application section on the <https://www.fups.com/en/support.html> page.

**4.30.** Lydians provides information and notifications regarding the Application and the Payment Services to the e-mail address provided by the User upon registration or immediately before or after the transaction using the Application, but no later than at one-month intervals.

**4.31.** If the User requests additional information, more frequent notifications, or the transmission of information by a means other than the one specified in Article 4.30, Lydians reserves the right to charge the User additional fees, expenses, or commissions equal to the cost of such transaction. For notifications and transactions that are required to be made in a certain manner under other relevant legislation, a fee may be charged in the amount of the costs incurred.

**4.32.** Provided that the relevant payment is made within 2 (two) months from the date of the transaction, the User may request a refund of the amount of the Payment Transaction provided that the relevant goods or services have not been consumed, if the exact amount of the Payment Transaction is not specified and the amount of the actual payment transaction exceeds the expected amount, taking into account the spending history, the terms of the contract and other relevant aspects during authorization in the Payment Transaction authorized by the Recipient or initiated by the Recipient. In this case, Lydians may require the User to provide factual evidence regarding his request. However, if the approval of the Payment Transaction is made directly to Lydians or if the User is notified at least 1 (one) month prior to the payment, the User may not request a refund for the Payment Transaction in question. In cases where a refund request may be made under this Article, Lydians shall make the payment within 10 (ten) business days or notify the User of the refusal decision and the remedies that the User may seek.

**4.33.** In the event that the User acts as the Sender and initiates a single payment transaction under this Agreement, Lydians will inform the User of the maximum settlement time for the Payment Transaction and a breakdown of the total fees and Charges payable. For single payments, immediately after receipt of the Payment Order, if the Lydians User is the Sender; (i) Payment Transaction-specific reference information and Recipient information, (ii) the amount of the Payment Transaction in the currency in which the User's Payment Account is debited or in the currency specified in the Payment Order, (iii) a breakdown of the total fees and Charges payable by the User for the Payment Transaction, (iv) where applicable, information on the exchange rate used for the Payment Transaction and the amount of the



Payment Transaction calculated on the basis of that exchange rate, (v) information on the date on which the Payment Order was received, or the User's account was debited; And, in the event that the User is acting as a Recipient after the settlement of the Payment Transaction; (i) the information that the User must provide in order to execute the Payment Transaction or the password that allows access to such information, (ii) the amount that is the subject of the Payment Transaction in the currency that will be credited to the User's Payment Account, (iii) the breakdown of the total fees and commissions payable, (iv) the exchange rate or Reference Exchange Rate applied to the Payment Transaction, (v) information on the date on which the payment amounts are made available to the User will be provided to the User without undue delay. At the User's request, these communications may be made free of charge at regular intervals, set at least once a month, in the manner to be determined by Lydians, so that the information can be stored and used without modifying it.

**4.34.** Lydians is obliged to transfer the Payment Transaction amount to the Recipient's Bank or payment service provider without undue delay after receipt of the Payment Order, but no later than by the end of the following business day, and to make the Payment Transaction Amount available without undue delay if the User is the Recipient. If the payment amount is not forwarded to the Recipient's Bank or payment service provider within this period or is forwarded incorrectly through the fault of Lydians, Lydians shall immediately refund the User the undelivered or incorrectly executed amount or restore the User's account. Lydians shall be obliged to provide information upon request if the User requests the reason for the non-execution or incorrect execution of the transaction. If this is the case, for Payment Transactions where the User is the Recipient and the Payment Order is given by or through the Recipient (i) Lydians is obliged to correctly transmit the payment order to the Sender's payment service provider within the specified period. (ii) In the event that the Payment Transaction has not been executed or has been executed incorrectly, the Payment Order shall be retransmitted to the Sender's payment service provider without undue delay. (iii) In case of late delivery of the Payment Order, the amount associated with the Payment Transaction shall be credited to the User's Payment Account no later than the time when it should have been transferred, and the Payment Transaction shall be deemed to have been executed correctly. If Lydians proves that the Sender has correctly transmitted the Payment Order to the payment service provider, the Sender's payment service provider shall be responsible for the proper execution of the Payment Transaction and immediately return the Sender the undelivered or improperly executed part of the Payment Transaction and restore the Payment Account. In the event of an incomplete or erroneous Payment Transaction where the User is the Recipient, and the Payment Order is issued by or through the Recipient, Lydians, regardless of whether it is liable under this Article, will, upon request, carry out the necessary work to determine the reasons for the non-execution or erroneous execution of the Payment Transaction and inform the User of the results obtained.

**4.35.** Lydians may unilaterally amend this Agreement. Changes to be made to the Application and Payment Services under the respective amendment or obligations established/to be established by legislation shall be notified 30 (thirty) days prior to the effective date, specifying the scope of the change, the effective date, and the User's right to terminate. If the termination notice is not given within this period of 30 (thirty) days, the

User shall be deemed to have accepted the change in question. In this case, the User agrees that he/she cannot make any claims against Lydians. If the relevant legislation provides for a period of less than 30 (thirty) days for a change required under the legislation, this will also be indicated in the notice to the User, and the period provided for in the legislation will be applied instead of the period referred to in this Article.

**4.36.** Lydians is not responsible in any way for the transactions of the Recipient's Bank or payment service provider.

## **ARTICLE 5- MINOR USERS**

**5.1** In cases where the Standard, Verified, or Premium Customer is not of legal age, the consent of the legal representative of the Standard, Verified, or Premium Customer shall be obtained prior to the first issuance of the FUPS Payment Instrument and the opening of the Electronic Money Accounts under this Agreement. The manner and procedure of obtaining such approval shall be determined by Lydians and may be subject to change. Lydians may require the Standard, Verified, or Premium Customer to provide additional information and documentation about themselves or their legal representative.

**5.2.** In cases where the Standard, Verified, or Premium Customer is a minor, the legal representative whose authorization has been obtained in accordance with this Article shall, upon request, have access to Applications that allow tracking of the expenses made with the FUPS Account that is the subject of this Agreement. Lydians may modify this procedure in accordance with applicable legislation. This option offered to the legal representative will expire when the Standard, Verified, or Premium Customer reaches maturity.

## **ARTICLE 6- ESTABLISHMENT OF THE AGREEMENT WITH MEANS OF DISTANCE COMMUNICATION**

**6.1.** In the event that this contract is concluded by Means of Distance Communication, the following provisions shall apply in addition to the other provisions of the contract.

**6.2.** The contract can be concluded through any instrument, medium, or channel determined by Lydians, including but not limited to the Application, telephone, fax, e-mail, short message services, letter, radio, television, internet, corporate website (<https://www.lydians.com/> <https://fups.com/> and other websites of Lydians), which allow the conclusion of a contract without the User physically confronting Lydians.

**6.3.** It is the User's responsibility to contact Lydians if he/she encounters problems while using the Means of Distance Communication or if defects or malfunctions occur during use. The User irrevocably accepts, declares, and undertakes that Lydians shall not be responsible if, during the use of the Means of Distance Communication, the service cannot be provided due to technical reasons such as failure of the vehicle, interruption of communication, slowness of communication, line density that cannot be caused by the Lydians system occurring between the instrument used and the Lydians computer system, provided that there is no fault attributable to him/her.

**6.4.** Information, documents, and records obtained through the Means of Distance Communication will be processed by Lydians for as long as the purpose of the processing of

such data lasts and will be kept for at least ten (10) years unless otherwise provided for by legislation. The retention obligations arising from Law No. 5549 on the Prevention of Laundering of Proceeds of Crime and its ancillary provisions shall remain in force. The User undertakes that such information, documents, and records are accurate and up-to-date, and Lydians ensures the confidentiality and security of such information, documents, and records.

**6.5.** Lydians makes a risk assessment by taking into account the nature and character of the Payment Transactions, the extent of the financial and non-financial impact, if any, the maximum transaction amount, and the reliability of the User following the Regulation before the conclusion of this contract through Means of Distance Communication. According to the result of the risk assessment to be made, Lydians is entitled to decide to conclude this contract in the simultaneous physical presence of the User.

**6.6.** The User agrees that Lydians is entitled to apply additional security and control measures in connection with the conclusion of the contract by Means of Distance Communication.

## **ARTICLE 7- TERM AND TERMINATION OF THE CONTRACT**

**7.1.** The contract shall enter into force on the day on which it is signed by the Parties and shall remain in force until its termination.

**7.2.** This contract may be terminated in the following cases.

**7.2.1** Termination of the contract by mutual consent of the Parties,

**7.2.2** Notification of Lydians or the User of the termination of the Agreement with a notice period of 1 (one) month,

**7.2.3** Use of Applications, Wallets, Cards, and any other products of Lydians in violation of local legislation,

**7.2.4** Detection of Applications, Wallets, Cards, and all other products of Lydians being used in business relationships and transactions that violate national and international regulations, rules, and generally accepted practices that are binding in terms of Republic of Turkey Laws, as well as the Regulations that apply to the persons and institutions with which Lydians has business relationships,

**7.2.5** Detection of Applications, Wallets, Cards, and all other products of Lydians being used for purposes contrary to common morals.

**7.2.6** Cancellation or expiration of the license acquired by Lydians from the Bank,

**7.2.7** The unilateral modification of the terms of this Agreement by Lydians and the termination of the User following Article 4.35,

**7.2.8** Cases where Lydians is required to terminate the Agreement under obligations arising from other legislation,

**7.2.9** The User breaching obligations under the contract, and the breach is not corrected within 30 (thirty) days despite Lydians' request to correct the breach.

## **ARTICLE 8- PRICING AND PAYMENT**

**8.1** The fees that give rise to a payment obligation on the part of the User under this Agreement and the use of the Application can be found at <https://fups.com/en/fees-limits.html>.

**8.2** The fees may be updated unilaterally by Lydians, subject to Article 4.35.

**8.3** Lydians reserves the right to set off claims against the User under this Agreement against payments to be made to the User. The User accepts, declares, and undertakes in advance that he/she will not raise any objections or claims in this respect.

## **ARTICLE 9- OTHER PROVISIONS**

**9.1.** All financial, moral and commercial rights to the Lydians system and Application, including the visual and design elements, texts, logos and graphics in the Application, belong to Lydians. Lydians may, at any time and without notice, make changes to the design of the Application and add advertisements, banners, links and similar content about products and services owned by itself and/or third Parties.

**9.2.** Lydians grants the User a limited, non-exclusive, and non-transferable right (non-exclusive license) to use the practice on the Application. This limited right of use granted to the User shall not be construed to limit any other rights Lydians may have, including the right to license to others without limitation. It is strictly prohibited to copy, reproduce and/or use, distribute and edit the information, content and/or software used by the User within the scope of the Application beyond the use specified in this Agreement.

**9.3** The Parties cannot be held responsible for delays caused by emergencies, mobilization, earthquakes, strikes, natural disasters, contagious diseases, export or import restrictions, fire, temporary suspension of the license by the Bank, etc. ("force majeure"). The Party affected by force majeure shall immediately notify the other Party in writing, and the Parties' performance shall be suspended during the period of force majeure. After the force majeure ceases, the contract shall be continued from the point where it was interrupted. The obligations of the Party whose rights are not exercised during the period of force majeure shall also be suspended. If the force majeure situation lasts longer than 30 days, the Party whose rights were violated may terminate the contract without compensation.

**9.4.** The User may not directly or indirectly transfer or assign the Agreement and its rights and obligations, in whole or in part, to others without the prior consent of Lydians. Lydians may at any time transfer and assign its contractual rights, obligations, claims and responsibilities to third Parties and use subcontractors.

**9.5.** Lydians shall send the notices that it undertakes to provide under this Agreement or that are required or deemed required under the relevant legislation to the User by e-mail to the e-mail address registered in the Application or by SMS to the telephone number or through the Call Center telephone number of Lydians mentioned above or through communication to be established by other telephone lines belonging to Lydians at <https://fups.com/en/contact.html> or through the Application, with the notices appearing immediately on the screen (pop-up) and similar methods.

**9.6.** The User may contact Lydians with his/her complaints regarding the services provided by Lydians, stating his/her first and last name and FUPS Account number as indicated below. All complaints and objections concerning the subject matter of the Agreement may be directed to the Lydians' Call Center at 0 850 226 36 46 or by e-mail to support@fups.com. Lydians will review these complaints and inform the User within 20 (twenty) days at the latest.

**9.7.** Istanbul Anatolian Courts and Enforcement Offices are authorized for disputes arising

from this Agreement.

**9.8.** The User shall have the right, without prejudice to the provisions of the Consumer Protection Law No. 6502 and other Laws, to resort free of charge to the arbitration courts established at the TÖDEB to resolve disputes that may arise between him and Lydians under this Agreement. The conditions for recourse to the TÖDEB arbitration court are as follows:

- (i) There must be a dispute arising from real individual User transactions.
- (ii) The User must not be a legal person.
- (iii) User must have submitted a written request to Lydians within 2 (two) years from the date of the transaction or action that is the subject of the dispute. If Lydians has not responded to the request within 20 (twenty) days from the date of the request from the expiry of the said period (20 days) to which a response must be given, or if Lydians' response is insufficient within 60 (sixty) days from the date of the response, the arbitration court will fill in the request form with the information about the dispute and the required documents must be uploaded and completed, and a request must be made to the delegation through the website [www.todeb.org.tr/](http://www.todeb.org.tr/)

The application form for the arbitral court can be found at <https://fups.com/en/individual-customer-arbitration-committee.html> or at [www.todeb.org.tr/](http://www.todeb.org.tr/).

For the disputes between the User and Lydians, he/she cannot turn to the arbitration court within the scope of the following points:

- (i) Requests not received by the TÖDEB referred to arbitration within two years from the date of the transaction or act that is the subject of the request.
- (ii) Those who have appealed to the judiciary or the Consumer Arbitration Board.
- (iii) Applications about Lydians personnel or applications of a general nature about the products and services offered.
- (iv) Disputes regarding transactions not yet settled by Lydians.
- (v) Applications relating to decisions made by Lydians in the event of bankruptcy or liquidation of Lydians.
- (vi) Those subject to the decision of the court or Consumer Arbitral Court, previously reviewed by the arbitral court.
- (vii) The applications resolved between Lydians and the User without reserving the right of objection of the applicant.
- (viii) Applications other than Payment Services and Electronic Money issuance.
- (ix) Requests within the jurisdiction of the court.
- (x) Acts provided for in the Law as criminal offenses.

Information form on consumer rights can be found at <https://fups.com/static/file/FUPS-Bilgilendirme-Formu.pdf>

**9.9.** The addresses given under this Agreement are the legal addresses for service of the Parties, and unless a change of address is notified in writing to the other Party, notices sent to such addresses shall be deemed valid.

**9.10.** Within the framework of the reasons outlined in Articles 7.2, 7.3, 7.4 of this Agreement, in the event of the termination of the Agreement, the local and/or international supervisory authorities or judicial authorities shall not have the possibility to block or seize the Funds in the FUPS Wallet of the User, unless there is an urgent suspicion, that said Funds are proceeds of fraud, embezzlement and similar crimes, the Funds in the User's FUPS Wallet shall be transferred to the User's account or Card to which the initial charge or transfer is made, or to another account that the User will notify. Refund provisions are reserved for cases where the recharge is made by credit card.

**9.11.** The Parties declare and undertake to keep confidential all information received from the other Party under this Agreement, not to use it for purposes other than those stated in the Agreement, and not to disclose such information to third parties (legal obligations excluded) without the written consent of the Party concerned, considering such information as confidential information. The confidentiality clause is a contractual obligation and shall remain in force after the termination of this Agreement for any reason whatsoever.

**9.12.** The User accepts that Lydians is entitled to take all necessary measures required due to transactions that Lydians considers risky in terms of national and international rules and regulations on "laundering of proceeds of crime", "financing of terrorism," and "financing of proliferation of weapons of mass destruction". The User accepts that Lydians can carry out the necessary updating studies by following the recommendations, principles, standards, and guides presented by national legislation and international organizations regarding risky subjects in this context. Lydians may not perform any transaction considered risky, will not carry out the Payment Transaction due to the transactions considered risky, but not limited to those listed here, and may return incoming remittance fees to its origin and may not perform various similar transactions (e.g., opening accounts, transferring Funds, etc.), but not limited to those listed herein.

**9.13.** The User can see from the Clarification Text at the address <https://fups.com/static/file/user-clarification-text.pdf> what personal data Lydians processes from him/her under the PDPA, for what purpose the data is processed, to whom and for what purpose the processed data is disclosed, in what way the data is collected and for what legal reason this is done, as well as the rights listed in Article 11 of the PDPA. The User may request information from Lydians regarding his/her rights under the PDPA by filling out the form available at <https://fups.com/static/file/relevant-person-application-form.pdf> and sending it to Lydians along with a notarized/returned letter. The User can access information on security and data protection as well as further information on the protection of personal data at <https://fups.com/en/kvk.html>

**9.14.** The User will be able to access the text of this Agreement free of charge via the Application.