

User Agreement and Privacy Policy

1. Approval of the Agreement

Users may subscribe to Feed Me by filling in the user's subscription form over the websites covering the websites accessible from www.feedmecyprus.com. Each Feed Me user accepts and acknowledges to comply with the terms and conditions of this User's Agreement ("Agreement") executed with Mobilon Software ("Mobilon" and/or "Feed Me").

2. Services

Feed Me enables its users to order food from its member workplaces through internet, mobile phones, smart TV systems or from applications that may be developed in similar platforms and provides other relevant services.

3. Feed Me User's System

- Each Feed Me user owns a GSM number as the username and a "password" determined by himself/herself.
- "User name" is exclusively given to each user as is for e-mail addresses, and the same user name cannot be given to different members.
- Each user is required to enter his/her own GSM number used as username and password in order to connect to the systems requiring Feed Me membership. This process is defined as entering into the system of Feed Me. Users may also enter into other websites included in Feed Me's system in case they wish so, with their GSM number and password used for entering into Feed Me's system, upon approving the relevant users agreements.
- "Password" is only within the knowledge of the relevant user. In case the password is forgotten, Feed Me shall send it to the registered GSM number of the user upon request. Determining and protecting the password is in the sole responsibility of the user and Feed Me shall not be held liable for the problems or damages which may arise due to password usage.
- Feed Me may inform its users about the promotions in their registered area or from other promotions the user may benefit from and from new services and projects included in the system of Feed Me of through e-mail or SMS. Feed Me may also reach its users and share different promotions, campaigns and similar information with its users via social media channels and all other kinds of channels of communication which the users have shared with the system of Feed Me.
- The name, address and telephone number information registered in the system of Feed Me by the user will be shared with the member workplace that will deliver the order for the purposes of faster and correct delivery of the order.
- Feed Me shall not be liable for any kind of problems or damages which may arise between the user and the member workplace due to sharing of the name, address and telephone number information registered in the system with the member workplace delivering the order.
- Feed Me owns all the intellectual property of the data and information created through usage of its system. With the aforesaid information, Feed Me may prepare demographic reports without disclosing membership information of its users or it may itself use information or reports of such and may share these reports and/or statistics with its business partners and third parties with or without charge. Activities of such kind do not constitute a contradiction with the Privacy Policy provisions of Feed Me.

4. Obligations of the User:

While benefitting from the services of Feed Me, the User agrees, declares and undertakes that:

- The information shared within the user subscription form is correct and he/she shall be liable for any damages he/she or third parties might suffer due to such information being erroneous or defective (such as forgetting password) when needed and that his/her Feed Me membership may be terminated in such cases;
- He/she shall be solely responsible for any actions performed using the GSM number and accepted that only one GSM number shall be registered for each user name, registered GSM number cannot be changed, new GSM number can only be registered in the event of new membership
- The copyrights of services and software provided by Feed Me is under the ownership of Mobilon and he/she shall not in any case copy or distribute them;
- He/she holds liability for any personal idea, thought, expression, documents added to Feed Me, personal information shared with Feed Me and Feed Me shall not be held liable for any dispute including but not limited to those arising between the member workplace and the user, and Feed Me has full discretion to

publish or not to publish any such opinions and thoughts and holds the right to edit and correct spelling errors of such opinions and comments through its moderators;

- Services provided by Feed Me may in some cases include content for persons over 18 and Feed Me shall not be held liable for the viewing of this content through unduly means;
- Feed Me shall not be liable for any information, messages or files which may be lost and/or received incomplete or delivered to the wrong address while using the services of Feed Me;
- He/she shall not access the services provided by Feed Me through means other than as specified by Feed Me and/or without authorization, he/she shall not in any way change the software and shall not use those which are understood to have been changed and shall compensate the tangible and intangible loss Feed Me might undergo due to non-compliance with the aforementioned rules;
- Feed Me shall not be held liable for damages which may arise due to user data being read or used by unauthorized persons;
- Feed Me shall not be liable for damages which may arise due to usage, sharing or publishing of user shares by the unauthorized third persons;
- He/she shall not use a user name, picture or a nickname and shall not send a message or a comment of such that is threatening, unethical, racist, against the laws of Turkish Republic of Northern Cyprus and international agreements, containing political messages or violating the intellectual or industrial property rights of third persons;
- User names, pictures, correspondence, subject matters and nicknames to be added to the system shall comply with public morality, customs and laws and shall not include political messages; and all financial rights including publishing rights, processing and copying, distributing, representation, communicating to public devices, enabling the transmission of signs, sounds and/or images, transfer and assignment to third parties have been transferred to Feed Me;
- He/she shall not harass or threaten other users;
- He/she shall not act in any way that will adversely affect the usage of Feed Me system by other users;
- He/she shall not misuse the services of Feed Me system or of other systems and applications developed in relation to Feed Me and shall not take any action such as to contradict or infringe the rights of other users of the system and shall be solely responsible for any damages which Yemeksepeti.com or the relevant user may suffer, and Feed Me holds the right to terminate the account of the concerned user in the relevant service or to terminate or limit the user name, profile picture or similar parts of the account or to terminate the Feed Me membership in case such misuse is identified;
- He/she shall not publish, copy or distribute immoral, inappropriate or illegal material or information or material or information that may cause defamation, humiliate people or institutions;
- He/she shall not make advertisement, sell or make offer for the sale of any goods or services, carry out survey, contest or chain mailing activities;
- He/she shall not send information or programs that may harm information or software in other users' computers;
- Any record or material received through using Feed Me services is solely within the user's consent and he/she bears the sole responsibility for breakdowns, loss of information and other losses that may occur in their own computers and he/she shall not claim damages from Feed Me for any damages that may arise from using Feed Me system;
- The user shall not use Feed Me services for commercial or advertorial purposes without obtaining consent from Feed Me;
- Feed Me may monitor the whole system at any time or consistently;
- Feed Me holds the right to make necessary interferences and to deny service to the user and to terminate the membership in case of a non-compliance with the rules;
- Feed Me may use its own system for commercial purposes;
- He/she shall not transfer information whose transferring is forbidden by law and shall not share data such as chain mail, software virus, etc. for which no authorization of transmission exists;
- He/she shall not record, publish, abuse personal information of others;
- The user is obliged to make the payment for the amount of the services of which he/she has been previously informed of, at the time of delivery through the chosen payment method, and if otherwise, the delivery may not be completed;
- Cookies are used in Feed Me system and cookies are pieces of information transferred by the website to the cookie file in the hard disk of user's computer and they enable users to surf through Feed Me and help to provide content matching the needs of the users accessing the website, when necessary.

5. Authorities Granted to Feed Me

- Feed Me may temporarily suspend or completely stop the operation of the system at any time.
- Feed Me shall not have any liability against its users or third parties due to temporary suspension or completely or partially stopping of the system.

- GSM number and password shall be viewed and approved upon completion of the application spaces provided by Feed Me. Feed Me may exclusively and for an indefinite period, prevent users, who have completely filled in the user registration form or the users who have logged in to the system, to have a new password or to use their existing passwords.
- Feed Me will exercise due care for, but does not undertake to, provide timely, secure and flawless services, provide correct and secure results from the service usage and fulfil the expectations of the service quality.
- Feed Me has the right to periodically back up and delete some or all of the files, and the messages that are present in the system while the users are benefitting from the system. Feed Me shall have no liability for such backing-up and deleting actions.
- Feed Me owns the property rights and copyrights arising from property rights of information, document, software, design, graphics works and etc. which it produces itself and/or purchases from third parties.
- Sales in the system of Feed Me are limited with the present menus of the member workplaces at the time of the order. Feed Me may not deliver to the users the products which do not exist in the member workplace. Display of the products in the system of Feed Me does not imply that the products are in stock.
- Feed Me has the right to publish in any kind of visual and written media, process, share in social media networks and/or transfer to any other address within Feed Me's system that is found appropriate by Feed Me, or to remove from the website at its own discretion any information, documents, software, design, graphics, works and etc.(i.e. pictures of the user, messages, poetry, news, files and etc. added to the board) which are produced by Feed Me users and uploaded to the system by their own will for publication of the same. It is possible for such information to be copied, processed and/or published by other users. In this case, the user shall not claim any royalty payment from Feed Me.
- Member workplaces in Feed Me's system are responsible from changing the information with respect to the price and features of the products offered for sale on Feed Me's system. When there is a mistake in the information with respect to the price and features, Feed Me may inform the users and deliver the products by correction such mistake or may cancel the order.
- Feed Me will exercise due care for provision of fair and honest explanations regarding the contents of the products offered for sale in the system; however, Feed Me bears no responsibility for the problems or damages which may arise due to missing and/or faulty explanations of the member workplaces regarding the content of the orders.
- Feed Me may enable passage to the users to web-sites outside of the Feed Me system. In this case, the user accepts in advance that Feed Me is not responsible from the contents of the websites passed to.
- Feed Me may, switch services that require no user membership to services that require membership, open additional services, partially or completely change some of its services or turn them into paid services, in due course. In this case, the user has the right to terminate the Agreement and to resign from membership.
- Feed Me can make changes in the performance of the hereby Agreement, can change some of its clauses or add new clauses for future technical necessities and compliance with the legislation, on the conditions that the changes are not to the detriment of the users.
- Feed Me has no responsibility for the content provided by the member restaurants.

6. Intended Use

Users accept that all orders placed and shopping made from Feed Me system is for personal use and are not intended for re-sale.

7. Payment

Users of Feed Me can make the payment for the orders they placed from Feed Me system, in the method they chose while ordering, from the options provided by the relevant member workplace, at the time of delivery.

8. Personal Data

The users accept and acknowledge that, within the principals of Data Protection Law, they have explicit consent for, processing, transfer to third parties and abroad, their "Personal Data's" such as their name, surname, email, address, phone number by acceptance of the Membership Agreement and during their membership period to Feed Me and during their actions in the Web Site or mobile application, following seizure of their membership. Legal basis of the processing, transfer to third parties and abroad of the Personal Data is the legal relation between User and Feed Me. Personal Data can be processed, transfer to third parties and abroad or used anonymously by Feed Me and its subsidiaries and business partners of Feed Me and its subsidiaries for marketing, analysis and statistic aim. Apart from Personal Data, the users accept and acknowledge that, they have explicit consent for recordation, processing, listing, anonymously using by the third parties in the analysis for the provision of better services or for to run several applications or programs on Feed Me by Feed Me, Feed Me subsidiaries and its business partners, their order information (such as restaurants they have ordered from, type of the product ordered, number of order, time of order,

territory of order, all kinds of information on their activities on the Website (or a similar mobile or electronic site that is used) they share with Feed Me) and of similar data ("Data").

9. Legal Obligations

Transactions arising from any and all legal amendments taking place outside the scope of the Agreement herein are outside Feed Me's scope of liability and shall be exactly reflected to the Agreement.

10. Product Delivery

If the user is not present at the address selected by him/her on the Feed Me system during the product delivery process of the member workplaces, the delivery shall certainly not be delivered to any other address. Within this framework, the user is obliged to accept its legal liabilities which may arise due to making an order to an address where he/she is not present.

11. Refund

Refund of the payments is directly made by the member workplaces of Feed Me. Feed Me bears no liability for the disputes which may arise due to the conditions of the return of the payment.

12. Retention of Information and the Burden of Proof

Information orders, comments/evaluations and etc. of the users registered to Feed Me system, are kept for at least a period three (3) years subject to Feed Me Privacy Policy. For all disputes which may arise due to the execution of this Agreement, both the information kept in Feed Me's system and user records shall constitute binding and material evidence.

13. Applicable Law and Competent Courts and Execution Offices

This Agreement is subject to the laws of Turkish Republic of Northern Cyprus. Lefkosa County Court shall be the competent authorities for the resolution of any disputes arising from the execution of this Agreement.

14. Effective Date

This Agreement shall enter into force between the parties for an indefinite period of time, as of the date the user completes the user registration form.

15. Termination

The Parties shall be able to terminate this Agreement whenever they may wish. Party's claims from each other that exist at the time of the termination of the Agreement shall remain intact.

Your Contact Information

In order to use our site or mobile application your full name, preferred address (street, neighbourhood, city etc.) and telephone number are required for submission. Once submitted, you can always go back and edit this information as you please from the "contact information" link located in our main page. Depending on your location, you can have more than one address submitted. Your name, your chosen address and your telephone number will be shared with the restaurant you have placed an order from within the period of your delivery. Your information can also be used by Feed Me for analysis or improvement of the site or mobile application, for contacting you or for a legal standing. Other than the cases listed, your information is under the protection of our privacy policy and will NOT be shared with any other third party.

Your GSM number

In order to use our site or mobile application you must have a GSM number. A GSM number is needed to contact you in case we have a problem with your order or to send you a confirmation of your order and to keep you informed about the promotions and other benefits of our site. Your name, your chosen address and your telephone number will be shared with the restaurant you have placed an order from within the period of your delivery. Your information can also be used by Feed Me for analysis or improvement of the

site, for contacting you or for a legal standing. Other than the cases listed, your information is under the protection of our privacy policy and will NOT be shared with any other third party.

Your Order Information

Feed Me has the right to access to information about your payment method, total cost of your order, details of your food choice and discount coupons you have used while placing your order. This data will be used for analysis and development of the site or mobile application. It can also be shared with our employees or any third party during the period of your delivery.

Navigation and CTR Information

In order to analyse and improve our product and service quality information such as on what pages our users spend time the most, how much time do they exactly spend on that page or how fast they place an order is very crucial for us. To gather this data, we study your navigation and CTR behaviour within our site. This data will NOT be linked directly to you and will NOT reveal your identity. These studies not just help us to improve our site or mobile application but also help us to come up with promotions and campaigns to attract new users and other third parties. Your CTR and navigation data can also be shared with our employees or other third parties within the period of your delivery.

Cookies

A Cookie is a small text based file given to you by a visited website that helps identify you to that site. Cookies are used to maintain state information (items you put in your order basket for in our site) as you navigate different pages on a Web site or return to the Web site at a later time. They also provide the targeted advertisement depending on your internet behaviour to appear on your page. Cookies don't hold any personal and private information and don't harm your computer. In order to place an order from our site you must accept these cookies. If you like you can erase or block these cookies from your computer later on. What you need to know about cookies:

- You can use cookie to enter and maintain your personal contact information and your setting preferences.
- Most of the cookies will disappear once you concluded your visit in our site.
- If your internet browser permits, you can skip accepting cookies.
- You may come across with cookies of some third parties that have advertisement on our site. These cookies are not in our control.