

## **Member Policy**

The Member Policy text contains the rules that you should pay attention to and follow while getting services from BoostFans. By using the application or getting service, you are deemed to have accepted this agreement. In case you disagree or do not accept the terms, you must stop using BoostFans immediately.

- 1- This agreement informs the users about the terms of benefiting from ..., the terms and conditions regarding membership and the behaviors that should be applied and prohibited in practice. Users unconditionally accept and undertake that they will comply with this text and that they are responsible for the penalty clause in the agreement in addition to all criminal and legal liability that will arise in case of non-compliance.
- 2- BoostFans members and guest users are deemed to have accepted in advance that they will comply with all the rules specified in the application during use, they have declared and undertaken that they will use the application in accordance with its purpose and that they will not carry out transactions' contrary to law and morality, and they are deemed to have declared to ... that they have assumed all judicial responsibility that may arise due to their illegal actions.

### **3- Products and Services:**

The products included in the BoostFans services section are the products and services subject to sale, and all rights of change and removal regarding the transactions in question, the fees and other issues determined for the provision of services are reserved by ...

Sales transactions will be made in the form of a work contract, and as stated in paragraph 3 / h of the Law numbered 6502 on the PROTECTION OF THE CONSUMER regarding the transactions that have taken place, (Goods: Subject to purchase; movable goods, immovable goods for residential or holiday purposes, and software, audio, video and all kinds of similar intangible goods prepared for use in electronic media,) the works in our application are considered in the status of intangible goods and your rights regarding the purchase are protected by the Law numbered 6502 on the PROTECTION OF THE CONSUMER.

No refund will be made due to the fact that the products related to the realized transactions are writing qualified products that are considered as intangible goods, and in case of any victimization, we will evaluate your request if you contact us and the victimization will be eliminated.

The issues in the features and details section of the service purchased as a result of our services will be provided, and our services are generally in the form of social media support services for social media platforms such as Instagram, Twitter, Facebook, YouTube, TikTok, Spotify in order to increase interaction through services such as Likes, Follower increase, Viewing number increase, Retweet and Comment.

In summary, our service agreement is a commitment on our part to contribute to the development of the customer's applications and on your part to pay the fee for the service received in full.

The customer who will make the purchase as a service procurement method will add credits to the account of the application and will be able to make the requested service purchase with the credits added.

The member will be able to earn credits by paying through Google Pay or by completing tasks. Earning will be achieved by watching videos and interacting with advertisements in the tasks section of the application, and the earnings and conditions will be included in the tasks section of the application.

#### **4- Principles regarding shopping:**

Services and fees for services are included in the Ordering section. The credits defined in the account will be used as a result of the approval of the purchase request and conditions from the purchasing section of the product for which the purchase is requested. If there is no obstacle in front of the purchase, the credits will be allocated and the order will be reported to the BoostFans infrastructure.

Credit purchases are made via Google Pay. In the BoostFans application, the packages, unit prices and prices that can be purchased are displayed in the Credit section. When the user clicks on the package they want to buy, they will be directed to Google Pay and asked to be paid. After the payment it is essential to wait until the payment is approved or rejected in the app. If the application is closed at this stage, Google Pay will complete the payment, but credits will NOT be defined to the account as the credit purchase information cannot be transmitted to the BoostFans infrastructure. Credits will be credited to your account when redeemed to the BoostFans infrastructure immediately after payment is confirmed.

If the payment is made, the account in the Application will be deemed to be credited with money, which means that the service has been purchased by the customer. As stated in Article

3/h of the Law numbered 6502 on the PROTECTION OF THE CONSUMER, (Goods: Subject to purchase; movable goods, immovable goods for residential or holiday purposes, and all kinds of intangible goods such as software, audio, video and similar intangible goods prepared for use in electronic media,) the works in our application are considered as intangible goods and your rights regarding the purchase are protected by the Law numbered 6502 on the PROTECTION OF THE CONSUMER. No refund will be made for the completed transactions. For this reason, the customer cannot request the return of the money uploaded to his account in the application to his/ her bank account or credit card.

Post-purchase transactions are as follows in order;

- In queue (The stage that indicates that the transaction has been received and indicates that the transaction has not started, and the stage that can be canceled.)
- In Process (The stage that indicates that the transactions have started to be applied and there is no cancellation stage.)
- Sent (Stage indicating that the transaction requested by the customer has been executed.)
- Canceled (Stage indicating that the transaction requested by the customer has been canceled (if possible))

The right to cancel will only be available at Stage 1, the IN QUEUE stage. Once the request has been processed, the customer will not have the right to cancel.

In case there is a balance of money in the account in the application after the purchased service, the customer has the right to purchase another service, provided that it meets the service fee in the application.

The customer undertakes that he/she will not place orders for social media accounts or other persons that do not belong to him/her or that he/she does not manage. In case of detection of use contrary to the provision ... has the right to unilaterally close the customer's account in the application and to make criminal / legal appeals to the judicial authorities according to the situation. The provisions of this article shall also apply in the event that the customer makes a payment via credit card or bank transfer that is not registered in his/her name and does not match the membership information.

- 5- When members log in to the application and start using it, they are deemed to have declared that they are fully competent, mentally stable and over the age of 18. The

contrary cannot be claimed and the user or his/her legal representative has personal responsibility for all transactions carried out.

- 6- In case the preparations for the product are started after the order is placed, the member will lose the right to change and is obliged to wait for the completion of the service.
- 7- Users declare that they will not make racist, insulting and humiliating speech in their conversations on ... and through Live Support. In case of acting otherwise, ... has the right to restrict the user account without any warning.
- 8- ... has the right to partially or completely temporarily or permanently stop, change or discontinue any service it offers. ... has no obligation to notify in advance for the realization of this situation, but in case of realization, users will not be entitled to any compensation.
- 9- ... reserves all rights of regulation and determination regarding price and product policies and reserves the right to make such changes without any notice. Prices will be stated in ... and the current prices available at the time of purchase will be taken as basis, and the provisions of the Turkish Code of Obligations will be applied in matters related to offers.
- 10- The right of design and use of all intellectual and artistic products, software, application theme and other products included in the ... regarding intellectual and industrial rights is held by ... authorities. In case it is determined that this right is violated, legal remedies will be taken and all damages incurred will be compensated from the responsible user / guests.
- 11- Members are personally responsible for the transactions completed with their accounts and will be personally responsible for all legal procedures that will take place if they give their accounts to 3rd parties.
- 12- These passwords and information regarding the account passwords, usernames and other personal information of the members must be hidden from third parties. Otherwise, ... is not responsible for any damages that may arise.
- 13- ... shall not be liable for any damages arising from delays. In the case of a possible delay reported by the users ... will take the necessary actions to resolve the situation in question.
- 14- Purchases will be made through 3rd party applications (GooglePay) and if the customer approves the purchase ... will be directed to the payment screen and the shopping process will be deemed to be completed following the successful completion

of the payment through the page in question. (The customer's order will be deemed to be completed and ... will complete its own obligations within 2 business days).

**15- Regarding Intentional Acts Committed Against Us:**

In the event of any material or moral attack by the member or users on the values, brand name or other rights owned / possessed by ..., the account of the member will be terminated immediately and the user will be prevented from benefiting from ..... In addition to these actions, we reserve the right to take legal action.

**16- Copyrights:**

The intellectual property rights of all graphic designs, services, domain name, ... domain name and brand name, technical infrastructure and the products subject to sale in ... belong to ... and in case of misuse, copying, changing, changing the content of the application, using it by changing it, selling it, using it in the internet application or mobile application, the customer's account will be terminated unilaterally by ... and necessary lawsuits will be filed in the Civil Courts regarding compensation.

**17- Penalty Clause:**

In cases where the customer intentionally intends to harm ... or in case of non-compliance with the provisions expressly included in this agreement and containing a penal clause, the member agrees to pay the penal clause fee of 1000TL in advance based on the fact that he / she has accepted this agreement without notice or any condition, in case of dispute, the date of the penal clause becoming due is the date of learning that the event subject to the penal clause has occurred and demanding the price from the member and the interest will start to run from this date.

**18- Competent courts:**

The competent Courts and Enforcement Offices for disputes arising out of the transactions made before ... are the Istanbul courts and the provisions of the Turkish Code of Obligations and the Turkish Commercial Code shall be applied in the missing provisions respectively.