

BUDIZZZ MOBILE APPLICATION USER AGREEMENT

ARTICLE 1 – PARTIES

- i. This Budizzz Mobile Application User Agreement ("**Agreement**") is entered into by and between **Bartka İnovasyon Arařtırma Geliřtirme A.ř.** ("**Budizzz**" or "**Bartka**"), operating at Gökürk Merkez Mah. amlık Cad. 36/1A Eyüpsultan/Istanbul, and
- ii. The individual who becomes a member of the Budizzz Mobile Application by accepting the following terms ("**User**").

In this Agreement, Budizzz and the User shall be referred to individually as the "Party" and collectively as the "Parties."

ARTICLE 2 – DEFINITIONS

"Bartka" or **"Budizzz"**: BARTKA İNOVASYON ARAřTIRMA GELİřTİRME A.ř.

"User" or **"Users"**: The person who becomes a member by downloading the Application and benefiting from the content provided within the Application under the conditions specified in this Agreement.

"Application": The mobile application named "Budizzz."

"Content" or **"Contents"**: Any content within the mobile application.

"Budizzz Mobile Application Subscription Agreement": The agreement made with the User for unlimited and offline access to the contents in the Budizzz mobile application for a fee.

"Premium Membership": The type of membership purchased by the User for unlimited access to all content and the ability to listen to these contents offline for a fee.

ARTICLE 3 – SUBJECT AND SCOPE OF THE AGREEMENT

3.1 This Agreement is made to determine the terms and conditions for the User who installs the Application on their device to benefit from the content within the Application, the rights and obligations of the Parties, and the rules of using the Application.

3.2 This Agreement covers all paid and free membership types. In the event that the User receives Premium Membership for a fee, [Budizzz Mobile Application Subscription Agreement](#) will be concluded with the User in addition to this Agreement in order to agree on the provisions regarding the terms and conditions and payment terms and conditions determined and/or changed for this membership. By accepting this Agreement, the User is deemed to have accepted the Budizzz Mobile Application Terms of Use. The User accepts and declares that acts and transactions contrary to the Budizzz Mobile Application Terms of Use shall be deemed to be in breach of this Agreement and that liability, including compensation, shall arise in accordance with the relevant provisions of this Agreement, especially Articles 5 and 6.

3.3 The Terms of Use may be updated from time to time, in case of an update, the new version will be announced to the Users within the Mobile Application and the current version will be in force.

ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The User declares and accepts that they are over 18 years old by installing the Application. It is accepted that a User under the age of 18 has obtained the express consent of their parent or guardian for this agreement and uses the Application under the supervision of their parent or guardian. In any case, Budizzz reserves the right to suspend, freeze, or terminate the User's account if it is determined that the User is under 18 years old.

4.2 Budizzz provides various Contents such as sleep stories developed with experts for both children and adults, courses in different categories, unique sounds, and playlists through the Application.

4.3 The Application is free to download and provides limited access to everyone. To gain unlimited access to all contents and benefit from these contents offline, the User must purchase a Premium Membership for a fee.

4.4 For Premium Membership purchases and other purchases made within or outside the Application, the User's approval will be obtained for the total sales price, including all taxes.

4.5 The payment terms and details of Premium Membership fees are included in the Budizzz Mobile Application Subscription Agreement.

4.6 The provisions in this Agreement, to the extent applicable and unless otherwise specified, will also apply to the Budizzz Mobile Application Subscription Agreement, which regulates special provisions for Premium Membership.

4.7 The User accepts, declares, and undertakes to keep the Application up-to-date and regularly check it to stay informed about any changes, as Budizzz can change prices, campaigns, and packages unilaterally at any time.

4.8 All content accessed through the Application is intended for non-commercial personal use, as detailed under the "Intellectual Property" article of this Agreement. If it is determined that the User is using the Application contrary to the purpose of use or the provisions of this Agreement, Budizzz may suspend, freeze, or terminate the User's membership. In this case, the User accepts that they cannot make any claims against Budizzz under any name.

4.9 The Contents in the Application are not licensed, sold, or transferred to the User. Even if the Contents are loaded onto User devices, ownership of the Contents remains with Budizzz and/or its licensors.

4.10 The Bartka trademarks, trade names, logos, domain names, and all other features of the Bartha and Budizzz brand are solely owned by Bartka. The terms of this Agreement do not grant the User any rights to use Bartka's rights for commercial or non-commercial purposes.

- 4.11** The User accepts that their only and exclusive remedy in case of any problem or dissatisfaction with the Application is to uninstall the Application and/or stop using it.
- 4.12** The user is obliged to provide the requested information in full and in accordance with the truth and to update it when necessary. The User is responsible for any incomplete or untrue disclosure of information and for any consequences that may arise from such incomplete or untrue disclosure.
- 4.13** The User acknowledges that the Application operates with an internet connection, that the videos, music, images, photographs, graphics, texts, and other formatted content within the Application are viewed with an internet connection, and that internet usage costs are their responsibility, and Budizzz has no commitment or responsibility in this regard.
- 4.14** All contents within the Application are prepared assuming that the User has no medical or psychological disorders and are not personalized. Budizzz cannot be held responsible for any consequences arising from the User's medical or psychological disorders.
- 4.15** The information entered by the User into the system can only be changed upon the User's request.
- 4.16** Information on which devices and versions of hardware the Application can work with is available in the Apple App Store and Google Play Store. The User can follow updates related to this information through the Apple App Store and Google Play Store.
- 4.17** The User has the right to save this Agreement at any time and use it in case of disputes.
- 4.18** The User cannot transfer or allow their membership to be used by a third party. The User is responsible for maintaining the confidentiality of their membership information, such as username, email, and password. Budizzz reserves the right to cancel the membership if it detects that the User allows a third party to use their membership.
- 4.19** The Budizzz software is designed for the authorized viewing and accessing of Budizzz content through Budizzz-compatible devices and has been developed by and/or for Bartka İnovasyon Araştırma Geliştirme A.Ş. This software may vary according to the device and usage environment; its functions and features may differ from device to device.
- 4.20** By registering for the Application, you accept that the use of third-party software subject to third-party licenses may be required to use the Service, and you may automatically obtain updated versions of the Budizzz software and related third-party software.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

- 5.1** All elements of the Application, including but not limited to its design, text, images, HTML code, and other codes, belong to Budizzz and/or are used under a license obtained from a third party by Budizzz.
- 5.2** Users may not resell, share, distribute, display or allow anyone else to access or use the Content contained in the Application and any data contained in the Application. Otherwise,

they will be liable to compensate the damages suffered by third parties, including licensors, and Budizzz and/or the amount of compensation (including court costs and attorney's fees) requested from Budizzz for such damages.

ARTICLE 6 – LIABILITY

- 6.1** The User is solely responsible for all legal and criminal liabilities arising from their illegal or unjust actions and their failure to comply with the obligations and commitments in this Agreement and the Terms of Use, leading to the violation of intellectual and industrial property rights of Budizzz and/or third parties or causing any damage to Budizzz and/or third parties. If Budizzz and/or the relevant right holders face any legal, administrative, or criminal sanctions or lawsuits, the User agrees, declares, and undertakes that they will be the sole respondent, and they will immediately, upon first request, compensate for all tangible and intangible, negative and positive damages and/or the amounts Budizzz has to pay to third parties due to their fault in cash and in full.
- 6.2** Budizzz or all of its subsidiaries and affiliated companies in which Budizzz is directly and/or indirectly a shareholder, Budizzz employees and managers are not responsible in any way for any damages you may incur as a user due to the use of the Application and access to the Application. Budizzz shall not be liable for any interruption, deletion, loss, delay in processing or communication, computer virus, communication error, system error; failure to access the Application; theft, destruction or unauthorized access, alteration or use of records.
- 6.3** Budizzz is not responsible for any interruptions or disruptions that may occur in the Application due to force majeure, connection problems, internet outages and acts of third parties and similar situations.

ARTICLE 7 – THIRD PARTY RIGHTS

- 7.1** If you have downloaded App from the Apple Inc. ("Apple") App Store or are using the App on an iOS device, you acknowledge that you have read, understood and agree to the following notice from Apple. These terms are solely between you and Budizzz, not Apple, and Apple is not responsible for the Budizzz service or its content. Apple is not obligated to provide any maintenance or support services in connection with the Budizzz service. Apple has no warranty obligations with respect to the Budizzz service.
- 7.2** Apple is not responsible for handling any claims submitted by you or any third party relating to the Budizzz service or your possession or use of the Budizzz service, including: (1) product liability claims; (2) any claim that the Budizzz service fails to comply with any applicable legal or regulatory requirement; (3) claims arising under consumer protection law or similar laws; and (4) claims for intellectual property infringement.
- 7.3** Apple is not responsible for investigating, defending, settling or remedying any third party claim that the Budizzz service or your possession and use of the App infringes such third party's intellectual property rights. You agree to comply with all applicable third-party terms when using the Budizzz service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and by accepting these Terms, Apple has the right (and is

deemed to have accepted the right) to enforce these Terms against you as a third party to these Terms.

ARTICLE 8 – LEGAL COMPLIANCE

The User declares and warrants that the User (i) is not located in a country that is under U.S. Government embargo or has been designated by the U.S. Government as a "terrorism-supporting" country and (ii) is not on any U.S. Government list of prohibited or restricted parties.

ARTICLE 9 – CHANGES TO THE AGREEMENT

- 9.1.** Budizzz may, at its sole discretion and unilaterally, change this Agreement at any time by announcing it in the Application. The amended provisions of this Agreement will take effect on the date they are announced, and the remaining provisions will continue to remain in force and produce their effects. In case of a conflict between the announced provisions and the remaining provisions, the announced provisions will apply.
- 9.2.** We may transfer or assign our agreement with you, including our rights and obligations, to another party at any time, and you agree to cooperate with us in relation to such a transfer or assignment.

ARTICLE 10 – FORCE MAJEURE

In all cases deemed to be force majeure by law, Budizzz shall not be liable for late or incomplete performance or non-performance of any of its obligations hereunder. These and similar circumstances shall not be deemed to be delay, incomplete performance or non-performance or default for Budizzz, nor shall any compensation under any name be claimed from Budizzz for these circumstances. The term "force majeure" shall be construed as unavoidable events beyond the reasonable control of the relevant party and which Budizzz could not have prevented despite exercising due diligence, including but not limited to acts of God, riots, war, strikes, communication problems, infrastructure and internet failures, power outages and bad weather.

ARTICLE 11 – DISPUTE RESOLUTION AND APPLICABLE LAW

- 11.1.** Turkish Law shall apply to the execution and interpretation of this Agreement and to the management of legal relations arising under its provisions.
- 11.2.** In disputes that may arise from this Pre-Information Form and Subscription Agreement, Provincial and District Consumer Arbitration Committees within the monetary limits determined annually by the Ministry of Trade in accordance with the law and published in the Official Gazette, and Consumer Courts in cases exceeding these limits are authorized.
- 11.3.** The User may apply to the Arbitration Committees and Consumer Courts in the place where he/she or Budizzz is located if he/she wishes within the scope of the Law No. 6502 on the Protection of the Consumer and secondary regulations.

ARTICLE 12 – DURATION OF THE AGREEMENT

12.1. This Agreement is arranged indefinitely. Each Party has the right to terminate the agreement at any time.

12.2. If the User has purchased a paid membership, the detailed provisions and processes related to termination and the rights and obligations of the Parties in such cases are regulated within the Budizzz Mobile Application Subscription Agreement.

12.3. Budizzz may unilaterally terminate the agreement and the User will be obliged to compensate Budizzz for all damages incurred due to the termination if the User violates this Agreement and/or similar rules related to use and membership within the Application, especially in the following cases:

- i.** The User engages in behavior that will manipulate the functioning of the Application using any method,
- ii.** The User's unauthorized reproduction, copying, distribution and processing of images, texts, visual and audio images, files, databases, catalogs and lists contained in the Application;
- iii.** The User engages in actions that infringe and/or threaten to infringe the rights of other users and/or users and/or third parties and/or right holders.