

## Terms & Conditions

### Using i40Markt Portal ([www.i40markt.com](http://www.i40markt.com))

### For Technology Solution Providers (Vendors)

1 July 2020

#### 1 Object

- 1.1 EDT CENTER Eğitim ve Danışmanlık Ltd. Şti. (hereafter „EDT CENTER“) provides the internet-based market place platform called “i40Markt” on its own websites (e.g. [www.i40markt.com](http://www.i40markt.com), [www.i40markt.de](http://www.i40markt.de) and [www.edtcenter.com](http://www.edtcenter.com) ) as well as on partner websites. i40Markt portal solution brings users and vendors of digital transformation & technology services and solutions into contact. i40Markt helps users to analyse the technology market based on individual requirements, to create requirement specification sheets for need in their digital transformation projects and to search, find best matching solution. EDT CENTER supports vendors in presenting their products, services & acquiring customer contacts and helps them to process tenders from users efficiently. The use of i40Markt portal by vendors of technology solutions or services is subject to the following licence terms which regulate the contractual relation between the user of i40Markt and EDT CENTER. By confirming the registration & publishing in a that portal , the vendor accepts these terms.
- 1.2 EDT CENTER distinguishes the following types of i40Markt users:
  - „Technology Users“ are companies searching for digital transformation technology solution or services in order to use them by themselves in the execution of their commercial or self-employed professional occupation.
  - „Technology Vendors“ are manufacturers/providers of these solutions as well as their resellers (incl. of „Value Added Resellers“, „Independent Technology Vendors“, „System Integrators“ etc.) and other IT service companies.
  - Companies and individuals who are searching for an technology solution or services by order of a user and who are not at the same time vendors of such technology solutions or services, are referred to as „consultants“.
- 1.3 Technology vendors can reach their target groups, obtain opportunity contact information and participate in the bidding process by publishing their solutions and products on the platform with i40Markt Portal.

## 2 Registration/Activation

- 2.1 Teknoloji Tedarikçileri i40Markt Portal'ı kullanmadan önce kayıt yapmak zorundadır.
- 2.2 The vendor warrants that the data entered during registration are truthful and accurate. The user is obliged to notify EDT CENTER of changes in the user data. The vendor must not use pseudonyms or pen names.
- 2.3 By completing the registration procedure the vendor offers to form a contract for the use of i40 Markt portal. EDT CENTER accepts this offer by activating the vendor account for i40Markt. This activation brings the contract between the vendor and EDT CENTER into effect.
- 2.4 Only companies, i.e. persons or bodies corporate or private limited companies and their representatives, who offer technology solutions or services in the execution of their commercial or self-employed professional occupation are permitted to use i40Markt under the vendor licence.
- 2.5 EDT CENTER distinguishes between a „company account“ and a „personal account“. The company account manages all the relevant information pertaining to the vendor's company while the personal account manages all relevant information pertaining to the person („named-user“). A company account is created when the first user of a company registers. All further personal accounts for a company's employees shall be assigned to the company account.
- 2.6 A „personal account“ is intended exclusively for the personal use of the registered user. The forwarding of the access data or the use by others than the registered person is not permitted.
- 2.7 EDT CENTER distinguishes between personal accounts with different access privileges (roles). A „user manager“ can add personal accounts for his co-workers and assign access rights. A „data manager“ has the right to enter and edit company and product data. A „lead manager“ can view prospects. One user can have more than one of these roles.
- 2.8 If a user is the first user of a company he/she automatically is assigned the role of „user manager“. A user manager can assign the role of user manager to any number of other users from the same company. The first user's access rights can be revoked by other user managers of the same company.
- 2.9 If a user manager adds new personal accounts on i40Markt, these are subject to the regulations of these licence terms without limitations.
- 2.10 The registration, the creation and activation of company and personal accounts (licencing) as well as the basic entry for the listing of solutions and company profiles are free of charge. If there are any chargeable services, the user is notified of the relevant fees before using the service. No fees are charged without explicit agreement by the user. The fees are based on i40 Markt main page under „Pricing“, available at [www.i40markt.com](http://www.i40markt.com).
- 2.11 The validity of the company and personal accounts is not limited to a certain period. The accounts shall only be activated after all mandatory fields have been filled in the registration form. In addition, the vendor is obliged to give full and truthful information about his company, his person and the technology solutions which is offered. If there are any changes in these

data, the vendor must update his entry immediately. When a user quits the company, his right to use the account expires, irrespective of the account's availability.

- 2.12 In case of incomplete or obsolete data or if in doubt as to the correctness of the vendor's data or if in doubt as to the intended use of i40Markt or in case of a breach of these licence terms, EDT CENTER reserves the right to deny the activation of a company or user account resp to block an already activated Company or user account by its own discretion. In case of incomplete or obsolete data or if in doubt as to the correctness of the vendor's data, EDT CENTER reserves the right to edit the vendor's data.
- 2.13 The listing of a vendor or a vendor's service and product portfolio on i40Markt can be cancelled by mail or by e-mail by the vendor at any time without the stating of reasons. The activation of a personal account on i40Markt portal can be cancelled by mail or by e-mail by the vendor at any time without stating of reasons. The „role“ assigned to a personal account can be changed by the vendor at any time by mail or by e-mail without stating of reasons.

### 3 Technology Vendor Obligations

- 3.1 By registering for i40Markt portal, the vendor warrants that all information provided by him with regard to his company and its products and services is truthful, complete and accurate. In addition, the vendor warrants to update the information concerning his company and its products or services with due diligence.
- 3.2 In the interest of smooth operations between EDT CENTER and the vendor, the vendor shall appoint a central contact person and a replacement. They act as coordinators for the cooperation between EDT CENTER and the vendor's company and help to resolve open questions or issues. The central contact person and his replacement must be registered on i40Markt portal for personal accounts with administrator rights. EDT CENTER assumes that the company account's administrator is the central contact person. If there are two or more administrator accounts assigned to a single company account the vendor shall notify EDT CENTER on the identity of the central contact person and his replacement by mail or e-mail.
- 3.3 The vendor shall notify EDT CENTER immediately when employees with an i40Markt account quit the company. In addition, the vendor shall deactivate former employees' accounts immediately.
- 3.4 i40Markt portal data, contents, requirement criteria and analysis results are subject to copyright. Their use is only permitted within i40Markt operations. The vendor in particular is enjoined to use i40Markt data, contents, requirement criteria and analysis data for other purposes than i40Markt operations and to publish or forward them to third parties. The user data, provided to the vendor by EDT CENTER according to 4.2 and 5.3 of this contract may only be used for the purpose of own direct marketing (section 4.2). Any forwarding to third parties is not permitted except within i40Markt via the internet platform. EDT CENTER reserves the right to block the vendor's account as well as the vendor and system profiles if there are doubts as to the proper use of i40Markt or user data. If contents, requirement criteria, data and analysis results are used in other ways than specified in the contract, EDT CENTER reserves the right to claim damages.

## 4 Delivery of leads (Contact data and requirement profiles of users)

- 4.1 The contact data of users with the registrarion are offered to vendors who are listed on i40Markt and whose products and services portfolio matches the user's requirements. These vendors are provided with the relevant key data of the user company (anonymised), the project profile and requirements profile of the user through i40Markt.
- 4.2 Based on the anonymised project description, the vendor decides whether he wants to acquire the user's complete contact and project data, as entered in the registration form and the search profile during market analysis (hereafter „lead“), for the purpose of direct marketing.
- 4.3 If the vendor buys the lead, EDT CENTER delivers the named data within two (2) working days after purchase confirmation. Delivery of the lead is chargeable. EDT CENTER charges a fee per lead or sends free of charge based on packages which is selected by vendors.
- 4.4 The chargeable fee is indicated on i40Markt together with the key data when the lead is offered for purchase. The fee is due immediately and payable within 14 days after invoicing. EDT CENTER sells a lead to a maximum of 15 vendors. After delivery of the lead (the disclosure of the user's contact data on i40Markt) a return of the lead is not possible, unless EDT CENTER agrees to the return of the lead at their own discretion. EDT CENTER reserves the right to charge recompense fee to vendor if same lead is won by vendor within 2 years after lead is returned.

## 5 Warranty

- 5.1 With i40Markt, EDT CENTER provides internet users only with a platform for the analysis, selection and tendering of technology solutions or services. EDT CENTER is not involved in any contracts concluded between users and vendors. Insofar, a contractual relation only exists between user and vendor. Therefore, EDT CENTER does not accept any liability nor extend any warranty for the truthfulness and completeness of the information provided by the user or for the user's willingness to form a contract.
- 5.2 EDT CENTER does not extend any warranty for the uninterrupted and failure-free availability of "i40Markt". EDT CENTER does not extend any warranty for technical failures or possible capacity overload of i40Markt. EDT CENTER reserves the right to change, limit or stop the accessability of the contents and scope of i40Markt at any time, especially system requirements, access times and user rights. EDT CENTER will announce such measures adequately.

## 6 Data Protection and Safety

- 6.1 EDT CENTER reserves the right to save the data of registered vendors for the purpose of a safe and economic operation of the platform. EDT CENTER reserves the right to forward these data to third parties within the intended operation of i40Markt if EDT CENTER commits these third parties to adhere to the data protection regulations. In addition, EDT CENTER reserves

the right to publish the data in the form of qualifying market surveys as well as in aggregated or anonymised form.

- 6.2 By registering for i40Markt, the vendor permits EDT CENTER to save the contact data entered in the registration form and to forward them to companies connected to EDT CENTER for the purpose of direct marketing and market research.
- 6.3 The vendor can revoke the permission to forward his contact data to companies connected to EDT CENTER in written form per e-mail to the address [contact@edtCENTER.com](mailto:contact@edtCENTER.com) at any time and with effect for the future.
- 6.4 The vendor acknowledges that data protection on the internet cannot be warranted at the current state of the art. The vendor permits EDT CENTER to send non-encrypted e-mails even when they contain personal data.
- 6.5 The vendor is obliged to handle user data submitted to him when purchasing a lead according to the legal regulations of data protection and according to the regulations detailed in this contract.
- 6.6 It is solely the vendor's obligation to protect the data submitted to him. EDT CENTER does not accept any liability for the deletion or the loss of data, insofar as the loss would have been prevented by adequate data protection on the vendor's part.

## 7 Liability/Exemption

A contractual or extra-contractual liability on the part of EDT CENTER only exists insofar as the damage results from any intentional or grossly negligent breach. EDT CENTER shall be fully liable for injury to life, limb or health due to the negligent or intentional breach of any obligation. EDT CENTER is also liable for negligent breach of a relevant obligation, however, the amount is limited to the financial loss which EDT CENTER should have foreseen as a possible result of the breach at the time of the conclusion of the contract.

## 8 Final

- 8.1 The order, its execution and the resulting claims shall be governed and construed in accordance with Turkish law.
- 8.2 Place of performance is İstanbul, Turkey. The courts of İstanbul, Turkey shall have exclusive jurisdiction.
- 8.3 The provisions of these licence terms can only be waived by explicit agreements with EDT CENTER in written form. If a provision of this contract is or becomes illegal, invalid or unenforceable in any jurisdiction, this does not affect the other provisions of this contract.

Istanbul, 1 July 2020

### **EDT CENTER Danışmanlık ve Eğitim Tic. Ltd. Şti.**

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