

SITE TERMS OF USE

Please read these 'site terms of use' carefully before using our site.

Customers who use and shop on this shopping site are deemed to have accepted the following terms:

The web pages on our site and all related pages ('site') belong to Merc Tuning company located at www.merctuning.com ('Company') and are operated by it. By using the services offered on the site, you ('User') agree to be subject to the following terms, and by benefiting from the service on the site and continuing to use it, you declare that you have the right, authority, and legal capacity to sign a contract according to the laws you are bound by, that you are over 18 years old, and that you have read, understood, and agree to the terms written in this contract.

This agreement imposes rights and obligations related to the subject site on the parties and the parties declare that they will fulfill the aforementioned rights and obligations completely, accurately, on time, and under the conditions requested in this agreement when they accept this agreement.

1. RESPONSIBILITIES

- a. The Company reserves the right to make changes in prices and the products and services offered at any time.
- b. The Company accepts and undertakes that the member will benefit from the services subject to the contract, except for technical malfunctions.
- c. The User accepts in advance that they will not engage in reverse engineering activities on the site, or take any other action to find or obtain the source code of them, otherwise, they will be responsible for damages to be incurred by third parties, and that legal and criminal proceedings will be initiated against them.
- d. The User accepts that they will not produce or share any content that is contrary to general morality and etiquette, unlawful, violates the rights of third parties, misleading, offensive, obscene, pornographic, violates personal rights, violates intellectual property rights, encourages illegal activities in their activities on the site, in any part of the site or in their communications. Otherwise, they are solely responsible for the damages to arise, and in such a case, the 'Site' officials reserve the right to suspend or terminate such accounts and initiate legal proceedings. The site officials reserve the right to share information requests from judicial authorities regarding activities or user accounts.
- e. The relations of the site's members with each other or with third parties are their own responsibility.

2. Intellectual Property Rights

2.1. All registered or unregistered intellectual property rights such as title, business name, brand, patent, logo, design, information, and method on this Site belong to the site operator and owner company or the specified relevant party and are protected by national and

international law. Visiting this Site or benefiting from the services on this Site does not grant any rights regarding such intellectual property rights.

2.2. The information on the Site cannot be reproduced, published, copied, presented, and/or transmitted in any way. The entire Site or a part of it cannot be used on another internet site without permission.

3. Confidential Information

3.1. The Company will not disclose the personal information communicated by users through the site to third parties. These personal information include all kinds of other information aimed at identifying the User, such as the person's name-surname, address, phone number, mobile phone, and email address, and are collectively referred to as 'Confidential Information'.

3.2. The User accepts and declares that the company owning the Site may share their communication, portfolio status, and demographic information with its affiliates or the group companies it is affiliated with, limited to use within the scope of promotion, advertisement, campaign, promotion, announcement, etc. marketing activities. These personal information can be used within the company to determine customer profiles, offer promotions and campaigns suitable for the customer profile, and conduct statistical studies.

3.3. Confidential Information may be disclosed to official authorities only if such information is requested by official authorities in the manner prescribed by the applicable mandatory provisions of the legislation in force.

4. No Warranty:

THIS AGREEMENT ARTICLE WILL BE VALID TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES PROVIDED BY THE COMPANY ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL SERVICES OR APPLICATIONS (INCLUDING ALL INFORMATION CONTAINED IN THEM) ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE WARRANTY.

5. Registration and Security

The User is required to provide accurate, complete, and up-to-date registration information. Otherwise, this Agreement will be considered violated, and the account may be closed without notifying the User.

The User is responsible for the security of their password and account on the site and on third-party sites. Otherwise, the Company cannot be held responsible for data losses, security breaches, or damage to hardware and devices.

6. Force Majeure

If the obligations arising from the contract cannot be fulfilled by the parties due to reasons beyond the control of the parties, such as natural disasters, fires, explosions, civil wars, wars, uprisings, public movements, mobilization announcements, strikes, lockouts, epidemics, infrastructure and internet failures, power outages (collectively referred to as "Force Majeure" below), the parties will not be responsible. During this period, the rights and obligations of the parties arising from this Agreement are suspended.

7. Integrity and Enforceability of the Agreement

If one of the terms of this agreement becomes partially or completely invalid, the remaining parts of the agreement continue to remain valid.

8. Changes to the Agreement

The Company can change the services offered on the site and the terms of this agreement in whole or in part at any time. Changes will be effective from the date they are published on the site. It is the User's responsibility to follow the changes. By continuing to benefit from the services offered, the User is deemed to have accepted these changes.

9. Notification

All notifications to be sent to the parties related to this Agreement will be made via the known email address of the Company and the email address specified by the User in the membership form. The User accepts that the address they specified while becoming a member is the valid notification address, and if it changes, they will notify the other party in writing within 5 days, otherwise, notifications made to this address will be considered valid.