

MEMBERSHIP AGREEMENT FOR ONLINE TRANSACTIONS

ARTICLE 1. PARTIES

This AGREEMENT (hereinafter referred to as the AGREEMENT) is executed by and between Aydem Elektrik Perakende Satış A.Ş. (hereinafter referred to as “AYDEM”) and * (hereinafter referred to as “CUSTOMER”) under the following terms and conditions. In this AGREEMENT, AYDEM and CUSTOMER shall be hereinafter individually referred to as “PARTY” and collectively as “PARTIES”.

ARTICLE 2. DEFINITIONS

For the purpose of this AGREEMENT, the following terms shall have the following definitions:

RETAIL SALES CONTRACT means a contract, which is executed by and between the contracted supplier and consumers for a place of use for which an affiliation agreement is present, in compliance with the provisions of the relevant legislation. This contract sets out the terms and conditions for the activities carried out to supply and receive electrical energy and/or capacity based on the retail sales tariff or end source supply tariff.

BILATERAL AGREEMENT means commercial agreements executed by and between real or legal persons, subject to the provisions of private law, for the purchase and sale of electric energy and/or capacity, not subject to approval by the Board.

CALL CENTRE means the AYDEM’s retail sales services center, which can be reached at 0850 800 0186.

COMPANY RECORDS mean audio, written, computer and/or electronic records, as well as all types of records created and/or electronically recorded by AYDEM.

ONLINE SERVICES mean the platform, accessible to the CUSTOMER anytime and anywhere via our websites, facilitating transactions associated with energy subscription status, bill access, and profile information management. The Online Services Center that can be accessed at <https://online.aydem.com>.

ELECTRONIC DATA CARRIER means any tool allowing the CUSTOMER to retain personally transmitted information in a manner that facilitates its review for a reasonable duration, commensurate with the intent of the information, and to subsequently retrieve the stored information in an unaltered state.

INSTITUTION means Energy Market Regulatory Authority.

ARTICLE 3 SUBJECT-MATTER

3.1 This AGREEMENT is intended to define any procedures and principles that would govern all transactions that the CUSTOMER will conduct through AYDEM’s ONLINE SERVICES. These services can be accessed via <https://online.aydem.com>, and the AGREEMENT also defines the rights and responsibilities of the PARTIES within this framework. The scope of this AGREEMENT includes all updates that AYDEM will publish on its website at specific intervals, as well as any amendments that may be implemented.

ARTICLE 4. SCOPE OF CONTRACT

41. This AGREEMENT encompasses all specifics related to transactions feasible for the CUSTOMER, outlined within the internet address as delineated in Article 3.1. AYDEM retains the authority to effectuate a wide array of modifications to this list over time. These modifications may entail broadening the volume and/or breadth of transactions, constraining transaction parameters, either partially or wholly rescinding certain transactions, introducing novel transaction types, and undertaking a gamut of actions, which include but are not confined to these.

42. The terms and conditions of this AGREEMENT shall apply to the new Transactions added to the Transaction List by AYDEM, as well as to the Transactions whose scope is extended or modified.

43. Any notifications pertaining to the Transaction List, falling within the purview of the Customer's consent for activities conducted through ONLINE SERVICES, shall be conveyed exclusively through the website, email, or SMS. The CUSTOMER shall benefit from the Transactions included in the Transaction List in accordance with the information and explanations provided through the aforementioned channels.

ARTICLE 5. MEMBERSHIP AND CONFIDENTIALITY

51. Once the CUSTOMER has entered into this AGREEMENT to engage in transactions via Online Services, they will receive a verification code on their mobile phone subsequent to completing and confirming the necessary fields.

52. Each time the CUSTOMER logs into Online Services, the verification code shall be sent to their mobile phone through SMS. It remains the exclusive responsibility of the CUSTOMER to uphold the confidentiality of this password. AYDEM shall not be held responsible for any damages that arise or may arise from the unauthorized use of the password sent.

53. The CUSTOMER acknowledges and affirms that all information furnished to AYDEM within the confines of this AGREEMENT, including but not limited to identity, email, mobile phone number, and any other details, is accurate, current, and comprehensive. Should any changes occur in the aforementioned information (including instances such as mobile phone or email address theft, modification, or compromise), it is the duty of the CUSTOMER to promptly convey the updated details to AYDEM without any undue delay from the date of change. AYDEM shall not be held responsible for any damages that arise or may arise due to the failure to make such notification.

54. The exclusive entitlement to utilize the services associated with transactions in ONLINE SERVICES, as delineated within the parameters of the AGREEMENT, lies solely with the CUSTOMER and cannot be extended to any other individual.

ARTICLE 6. GENERAL CONDITIONS

6.1. Upon affixing their signature to this AGREEMENT, the CUSTOMER concurs to execute the transactions via ONLINE SERVICES as outlined in the corresponding web address and as endorsed by AYDEM. This shall be done in strict accordance with the stipulations enshrined within this AGREEMENT, as well as the elucidations and advisories provided on the web address.

6.2. The CUSTOMER hereby affirms, declares, and undertakes that every transaction effectuated by it within the parameters established by AYDEM under the scope of this AGREEMENT shall be legally binding upon it, and it is acknowledged that it shall bear full accountability for the entirety of said transactions and that any challenge posited against the provenance of transactions conducted via the employment of the designated access credential shall be summarily dismissed by AYDEM.

6.3. The CUSTOMER takes on complete responsibility for the accuracy, security, safekeeping, non-disclosure to external parties, and any matters arising from the utilization of their phone number, email address, and other pertinent details furnished by the CUSTOMER for identity authentication during login to ONLINE SERVICES. AYDEM bears no liability for inaccuracies in the provided information or any instances where access or registration for ONLINE SERVICES is performed by an unauthorized individual who gains possession or acquires knowledge of the CUSTOMER's personal data. Within this framework, the CUSTOMER is precluded from asserting any claims against AYDEM, including damages, reparations etc.

6.4. The CUSTOMER expressly acknowledges, declares, and pledges to exercise the utmost diligence and vigilance in ensuring the security and confidentiality of their password and user code, refraining from divulging said credentials to any third party; the CUSTOMER further vows to restrict the utilization of their password and user code to exclusively authorized representatives designated by the CUSTOMER, whose identities and contact details have been duly communicated to AYDEM, and unequivocally relinquishes any right to hold AYDEM accountable for potential damages arising from the unauthorized use of their password and/or user code by individuals other than themselves, releasing AYDEM from any associated liabilities in advance.

6.5. AYDEM shall remain indemnified from any liabilities for potential damages resulting from the utilization of the CUSTOMER's password and/or user code by external parties, on the condition that such liabilities cannot be ascribed to AYDEM. Should AYDEM determine a breach in the security of the CUSTOMERS and/or third parties within the overarching system of its ONLINE SERVICES, or should it arrive at any corresponding findings, either encompassing the broader system or solely applicable to the CUSTOMER, AYDEM retains the prerogative to annul the CUSTOMER's password and promptly cease the CUSTOMER's entitlements under this AGREEMENT. AYDEM shall inform the CUSTOMER in such cases.

6.6. Should the CUSTOMER make a request for notifications sent to them or sent by them to be conveyed to or from one or multiple e-mail addresses, or to and from all of them, the fulfillment of said request shall solely occur upon AYDEM's establishment of the required technical framework and fulfillment of other requisite conditions. This fulfillment is also subject to AYDEM's imposition of a numerical constraint on the quantity of permissible e-mail addresses, which must not surpass the designated threshold. In the event of such constraints, the clauses pertaining to e-mail addresses within this AGREEMENT shall be distinctly applicable to each e-mail address communicated by the CUSTOMER. Until such time as this condition is satisfied, the transmission and reception of messages shall be conducted exclusively through a singular e-mail address duly specified by the CUSTOMER.

6.7. If the e-mail address and/or mobile phone number provided by the CUSTOMER changes or becomes invalid for any reason, the CUSTOMER is under obligation to promptly amend the "Contact Information" details in the "My Account" field on ONLINE SERVICES, and to duly inform AYDEM regarding the newly valid e-mail address(es) and/or mobile phone number. Upon the CUSTOMER's update on ONLINE SERVICES, all notifications and explanations shall be sent by AYDEM to the newly indicated e-mail address(es) or transmitted via SMS. Concomitantly, all notifications or explanations directed from the CUSTOMER to AYDEM shall be sent exclusively via the newly designated address(es). In the event of any disagreement arising between the parties, AYDEM's log and service records shall serve as the conclusive evidence.

6.8. The CUSTOMER acknowledges their obligation to promptly furnish AYDEM with the requisite documents and information upon AYDEM's request concerning matters pertinent to this AGREEMENT.

6.9. The onus lies upon the CUSTOMER to undertake requisite security precautions, encompassing the implementation of antivirus, antispam, and firewall mechanisms, with the intent of averting potential material and psychological harm and safeguarding the integrity of the computer systems engaged in web-based processes. AYDEM shall not assume any form of responsibility for damages sustained by the CUSTOMER in scenarios where instances of identity theft, account compromise, or password misappropriation arise due to causes beyond the control of AYDEM.

6.10. The CUSTOMER agrees to the utilization of the information furnished within the contractual framework for all transactional purposes, encompassing activities associated with the application for evacuation, as stipulated within the ambit of the RETAIL SALES CONTRACT or BILATERAL AGREEMENT.

6.11. AYDEM does not provide an assurance of continuous, uninterrupted availability of Online Services on 24/7 basis, nor does it undertake any commitments or pledges pertaining to services or performance in this context.

ARTICLE 7. PROCESSING AND STORAGE OF PERSONAL DATA.

7.1. AYDEM arranges the CUSTOMER information, including membership-related data, within a database and retains them as per the duration specified in the Company's Personal Data Processing, Retention, and Destruction policy. This is done without necessitating additional consent from the CUSTOMER, and is intended for purposes such as enhancing CUSTOMER security, fulfilling AYDEM's own obligations, and conducting internal statistical analyses.

7.2. AYDEM affirms and pledges that, while holding the CUSTOMER's personal data, it shall refrain from divulging such information to external parties beyond the boundaries authorized by the CUSTOMER, with the exception of individuals/organizations sanctioned by the CUSTOMER in alignment with the RETAIL SALES CONTRACT / BILATERAL AGREEMENT.

7.3. The CUSTOMER acknowledges that authorizations/transactions conducted online pertaining to operations executed via ONLINE SERVICES, all forms of notifications forwarded by AYDEM to the provided e-mail address(es), all forms of notifications sent to AYDEM from the said e-mail address(es), and interactions initiated with AYDEM CALL CENTER shall be recorded by AYDEM. These records will be retained for a designated duration and will serve as the foundation for subsequent operations.

7.4. The CUSTOMER affirms, acknowledges, and obliges not to assert claims suggesting that the requests/notifications conducted through the specified email and telephone channels lack binding effect, are contrary to their consent, are initiated by unauthorized representatives, involve third parties unlawfully utilizing the email and telephone credentials/passwords of the CUSTOMER/authorized individuals, that the email and telephone details are inaccurate or have been modified, or that the transactions are invalidated due to the absence of a physical signature.

7.5. Should this agreement be terminated while the BILATERAL AGREEMENT or RETAIL SALES CONTRACT between the CUSTOMER and AYDEM persists, the CUSTOMER acknowledges and asserts that AYDEM retains the prerogative to proceed with the processing and recording of personal data, in alignment with the clauses delineated in the pertinent agreements.

ARTICLE 8 TERMINATION

8.1. The CUSTOMER hereby commits to employing the ONLINE SERVICES in strict conformity with all relevant national and international laws, regulations, conventions, and statutes governing internet usage.

The CUSTOMER is prohibited from using the ONLINE SERVICES for illicit objectives, deceitful or inappropriate motives, or according consent to any third party for such pursuits, either by participating in or promoting these actions. The CUSTOMER must refrain from conducting activities that transgress the tenets of this AGREEMENT, encompassing any revisions that might be introduced periodically. Furthermore, undertaking actions that confer the privileges accrued under this AGREEMENT upon third parties, as well as authorizing or urging any third party to engage in such undertakings, is strictly proscribed

8.2. In the event that the CUSTOMER fails to comply with the above obligations, AYDEM shall have the right to prohibit the CUSTOMER from using the ONLINE SERVICES with immediate effect and to terminate this AGREEMENT with good cause. In such an event, AYDEM shall seek redress from the CUSTOMER for the losses sustained by the CUSTOMER as a result of the CUSTOMER's breach. Moreover, AYDEM shall also seek reimbursement for any indemnities, fines, penal provisions, or similar liabilities that it may be obligated to disburse to third parties or institutions due to the negligence of the CUSTOMER. In such a case, AYDEM reserves all other legal rights.

8.3. Either of the PARTIES may terminate the CONTRACT at any time with at least 7 (seven) days' prior notice, unless a shorter period is stipulated in the relevant legislation for the CUSTOMER.

8.4. In the event that the CONTRACT is terminated within the scope of Article 8.1 and Article 8.2, this matter shall not have any effect on the terms and conditions of the ongoing RETAIL SALE AGREEMENT or BILATERAL AGREEMENT between the PARTIES.

ARTICLE 9. APPLICABLE LAW AND COMPETENT COURT

9.1. This AGREEMENT, including implementation, interpretation, management of legal relations arising from the provisions hereof and resolution of any disputes, shall be governed by Turkish law. Without prejudice to the rights of the PARTIES as outlined in the Code of Civil Procedure and the Law on the Protection of Consumers, for any disputes arising out of, or in connection with, this AGREEMENT Courts and Enforcement Offices in Izmir and Denizli shall have exclusive jurisdiction. For any disputes arising out of, or in connection with, this AGREEMENT, Consumer Arbitration Committees hold jurisdiction over disputes involving values up to the threshold stipulated by the Ministry of Customs and Trade, whereas disputes surpassing the designated value fall within the purview of Consumer Courts. In regions where Consumer Courts are absent, jurisdiction is vested in Civil Courts of First Instance.

10. EVIDENCE AGREEMENT

10.1. The PARTIES have agreed that the voice recordings received through the Call Center and AYDEM records regarding the transactions made through ONLINE SERVICES shall constitute evidence in any dispute between the PARTIES.

10.2. The PARTIES agree and declare that the books, records and documents of AYDEM and the written notifications and/or fax instructions to be sent to AYDEM by the CUSTOMER shall be exclusive evidence in accordance with the articles of the "Code of Civil Procedure No. 6100" in resolving any disputes that may arise between them regarding the AGREEMENT and the implementation of this AGREEMENT.

11. SEVERABILITY

11.1. If any provision of the AGREEMENT is deemed invalid or unenforceable by the court and competent authority or agreed by both PARTIES to be invalid and not enforceable, this shall not affect the validity or enforceability of the remaining provisions of the AGREEMENT.

12. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

The AGREEMENT is valid from the date it is signed or accepted/approved on the website and is concluded indefinitely.

The AGREEMENT, consisting of 12 (twelve) articles, became effective upon its approval/signature on 16.03.2021. The AGREEMENT was signed electronically and one copy hereof was delivered to the CUSTOMER / sent via electronic data carrier while the other copy remained in the possession of AYDEM.

Aydem Elektrik Perakende Satış A.Ş.
CUSTOMER (Full Name)