

**RIDERS PLATFORM DISTANCE SALES CONTRACT  
PRELIMINARY INFORMATION FORM**

**1) SELLER/SUPPLIER INFORMATION**

**SELLER'S/SUPPLIER'S;**

**TITLE:** ACROME Robotik Mekatronik Sistemleri Ticaret ve Sanayi A.Ş (*hereafter "SELLER/SUPPLIER"*)

**FULL ADDRESS:** Reşitpaşa Mah. Katar Cad. Teknokent ARI 4 No: 2/ 50/6 34467 Maslak, Sarıyer İstanbul / TURKEY

**PHONE NUMBER:** +90 212 807 04 56

**CENTRAL REGISTRATION SYSTEM NUMBER:**

**E-MAIL ADDRESS:** [sales@acrome.net](mailto:sales@acrome.net)

**2) SUBJECT**

The subject of this Preliminary Information Form ("Form") is to notify the consumers about sales and delivery of products with the description and unit price specified below or rendering of services on Law No.6502 on the Consumer Protection Law and on Implementing Regulation on Distance Contracts published in the Official Gazette No. 29188 dated 27<sup>th</sup> November 2014.

**3) INFORMATION ABOUT THE PRODUCT/SERVICE SUBJECT TO THE CONTRACT**

<b>Product/Service Description</b>	<b>Quantity</b>	<b>Unit Price</b>
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**Total (Including VAT)**

**4) INFORMATION ABOUT THE PAYMENT, DELIVERY/FULFILLMENT**

**Payment Terms and Plan:**

**Delivery Address:**

**Person to be Delivered:**

**Invoice Address:**

**Order Date:**

**Delivery Date:**

**Type of Delivery:**

The BUYER may submit all requests and complaints regarding the products or services subject to the contract to the SELLER/SUPPLIER through the communication channels mentioned above.

## **5) RIGHT OF WITHDRAWAL**

Provided that THE SELLER/SUPPLIER is informed, BUYER can use the right of withdrawal by refusing the products and services without any legal and criminal liability and justification within 14 (fourteen) days from the delivery of the product to the person/institution indicated in the contract or providing of the service. Please see the Distance Sales Contract for detailed information on the scope of the right of withdrawal and the circumstances in which the right of withdrawal cannot be exercised.

## **6) THE TECHNICAL DETAILS ON USE AND PROTECTION OF THE PRODUCT/SERVICE**

## **7) LEGAL INFORMATION ON COMPLAINTS AND OBJECTIONS**

In the implementation of this Preliminary Information, the Consumer Arbitration Committees and the Consumer Courts located in the BUYER's residence or the place of product/service is purchased are authorized. Consumer Arbitration Committees are authorized to issue consumer claims in accordance with minimum and maximum limitations stated in Article 68/1 of the Law No.6502 on Consumer Protection Law.

## **8) OTHER TERMS**

After this Preliminary Information Form is read and accepted electronically by the BUYER, the phase of concluded a Distance Sales Contract may begin.

I confirm that I have read, understood and accepted the preliminary information stated in this Preliminary Information Form.

### **Consumer Notified**

**Name – Surname:**

**Address:**

**E-mail Address:**

**Phone Number:**

**Date:**

**ACROME ROBOTİK MEKATRONİK SİSTEMLERİ SANAYİ VE TİCARET A.Ş.**  
**RIDERS PLATFORM INFORMATION TEXT**  
**REGARDING PROCESSING OF PERSONAL DATA**

As a member of the Riders Platform of Acrome Robotik Mekatronik Sistemleri Sanayi ve Ticaret Anonim Şirketi (“**Company**”), your personal data is collected, processed and transferred by our Company as a data controller under the conditions below in accordance with the Law on Personal Data Protection No.6698 (“**Law**”). This text informs you on collection, processing and transfer of your personal data and your rights within the scope of the Law.

### **1. Data Controller**

Our Company determines the purposes and means of processing your personal data by acting as the "data controller" defined in Article 3/1- (1) of the Law in the processing of your personal data.

Our Company is obliged to create and manage the database and to take administrative and technical measures regarding data security. Within this scope, our Company can have your personal data processed to third parties that are defined as “data processor” in Article 3/1- (1) of the Law.

### **2. Processed Personal Data**

Your personal data in the categories of identity, communication, transaction security (Password and Username) and finance, details can be seen in ANNEX-1, and details of your participation to any event including competitions, projects, education and productions and services you purchase during the use of the platform are processed within the scope of the form you fill out for membership on Riders Platform on <https://api.riders.ai/accounts/signup/> and your activities on this platform.

### **3. Means and Purposes of Collection of Your Personal Data**

Your personal data is collected by our Company in writing and electronically by automatic means through the form you fill out for membership in the Riders platform and the transactions you perform through the Riders platform.

### **4. Processing of Your Personal Data, Legal Basis and Purposes of Processing**

Your personal data collected by our Company are processed for the purposes of creating your membership on Riders Platform, recording your transactions on the platform, having necessary works done by relevant departments, purchasing items or services on the website, carrying out relevant transactions and getting in touch with you on the matter in accordance with the principles envisaged in Article 4 of the Law and under the conditions stipulated in Article 5/2-c-e.

### **5. The Parties Your Personal Data Transferred to and Purposes for Transfer**

Your personal data collected by our Company can be transferred to authorized public bodies, educationist persons or institutions in the educational context, our business associates located abroad under the conditions and for the purposes envisaged in Articles 8 and 9 of the Law and if necessary on your explicit consent.

### **6. Your Legal Rights**

According to Article 11 of the Law, you as a data subject have the right to;

- learn whether your personal data are processed or not,
- demand for information if your personal data are processed,
- learn the purpose of the processing of your personal data and whether personal data are used in compliance with the purpose,

- know the third parties to whom your personal data is transferred in country or abroad,
- request the rectification of the incomplete or inaccurate data, and request notification to be made about rectification to third parties that personal data have been transferred to,
- request the erasure or destruction of your personal data (despite being processed under the provisions of Law on Personal Data Protection or other related laws, upon disappearance of reasons which require process) within the scope of Article 7 of the Law and request notification to be made about this operation to third parties that personal data have been transferred to,
- object to the occurrence of a result against you by analyzing the data processed solely through automated systems,
- claim compensation for the damage arising from the unlawful processing of your personal data.

by applying to our Company.

You can send your applications regarding these rights by using the means in the Comminuque on the Principles and Procedures for the Request to Data Controller. Your requests shall be concluded within the shortest time and at the latest within thirty days and free of charge. However, as an exception, if the action requires an extra cost, fees may be charged in the tariff determined by the Personal Data Protection Board.

**BEST REGARDS,  
ACROME ROBOTİK MEKATRONİK SİSTEMLERİ SANAYİ VE TİCARET A.Ş.**

#### **ANNEX 1 – Personal Data Categories**

<b>Personal Data Categories</b>	<b>Personal Data</b>
Identity	Full Name
Communication	Address, E-mail Address, Phone Number
Transaction Security	Username, Password
Finance	Credit Card Information

## DISTANCE SALES AGREEMENT

### 1. PARTIES

This Agreement is signed between the following parties in accordance with the following terms and conditions.

#### A. BUYER'S;

**NAME – SURNAME/TITLE:** ..... (Hereafter “**BUYER**”)

**ADDRESS:**

**CONTACT:**

#### B. SELLER'S / SUPPLIER'S

**TITLE:** ACROME Robotik Mekatronik Sistemleri Ticaret ve Sanayi A.Ş (hereafter “**SELLER/SUPPLIER**”)

**FULL ADDRESS:** Reşitpaşa Mah. Katar Cad. Teknokent ARI 4 No: 2 / 50 / 6 34467 Maslak, Sarıyer İstanbul / TURKEY

**PHONE NUMBER:** +90 212 807 04 56

**CENTRAL REGISTRATION SYSTEM NUMBER:**

**E-MAIL ADDRESS:** [sales@acrome.net](mailto:sales@acrome.net)

By accepting this agreement, the BUYER agrees in pursuit that if the contract approves the order, it will be under the obligation to pay the order price and any additional fees specified, such as shipping fees and taxes, and have been notified.

### 2. DESCRIPTIONS

In the implementation and interpretation of this agreement, the following written terms will express the written explanations in front of them.

**MINISTER:** The Minister of Commerce

**MINISTRY:** The Ministry of Commerce

**LAW:** Law No.6502 on the Consumer Protection Law

**REGULATION:** Implementing Regulation on Distance Contracts published in the Official Gazette No. 29188 dated 27th November 2014

**SERVICE:** The subject of any consumer process except providing goods made or committed for a fee or interest

**SELLER/SUPPLIER:** The company that offers goods to the consumer within the scope of its commercial or professional activities or act in supplier's name and on supplier's behalf

**BUYER:** A real or legal person who acquired, used or exploited goods or service for commercial or non-professional purposes

**WEBSITE:** The website of the SELLER/SUPPLIER

**ORDERING PARTY:** The real or legal person requests goods or service through the website of the SELLER

**PARTIES:** the SELLER/SUPPLIER and the BUYER

**CONTRACT:** This Agreement between the SELLER/SUPPLIER and the BUYER

**GOOD:** The goods that are subject to shopping and the software, audio, images and similar intangible material goods prepared for use electronically.

### **3.SUBJECT**

On condition that the BUYER is a consumer, the subject of this Agreement is to regulate the rights and obligations of the parties about the sales and delivery of products with the description and unit price specified below or/and providing of services ordered electronically from the SELLER's/SUPPLIER's website on Law No.6502 concerning the Consumer Protection Law and Regulation concerning the Distance Contracts.

On condition that the BUYER is not a consumer, Law no. 6563 on the Regulation of Electronic Commerce, Law no. 6102 on Turkish Commercial Code and Law no. 6098 on Turkish Code of Obligations are applied and the BUYER cannot use the contractual rights including the right of withdrawal specified in this Agreement.

The prices listed and advertised on the site are the sale price. The listings and promises are valid until they are updated and changed. Prices declared on a regular period are valid until the end of the specified period.

### **4. INFORMATION ABOUT THE DELIVERY**

Person to be Delivered:

Delivery Address:

Phone Number:

Fax:

E-mail/Username:

## 5. BILLING INFORMATION OF ORDERING PARTY

Name-Surname-Title:

Address:

Identity Number/Tax Information:

Phone Number:

Fax:

E-mail:\*

Invoice delivery: The invoice will be delivered electronically to the \* email address at the time of order delivery.

## 6. INFORMATION ABOUT THE PRODUCTS AND SERVICES

6.1. The main features of the Service (type, quantity, number) are posted on website of the SELLER/SUPPLIER.

6.2. The prices listed and advertised on the site are the sale price. The listings and promises are valid until they are updated and changed. Prices declared on a regular period are valid until the end of the specified period.

6.3. The sale price of the contracted service, including all taxes, is shown below.

<b>Product/Service Description</b>	<b>Quantity</b>	<b>Unit Price</b>
<b>Total (Including VAT)</b>		

**Payment Terms and Plan:**

**Delivery Address:**

**Person to be Delivered:**

**Invoice Address:**

**Order Date:**

**Delivery Date:**

**Type of Delivery:** Online delivery.

## 7. GENERAL PROVISIONS

7.1. The BUYER agrees, declares and undertakes to read and know the basic qualities of the product/service subject to the contract, the sale price and the form of payment and preliminary information about delivery, and gives the necessary information electronically on the SELLER's/SUPPLIER's website. The BUYER; accepts, declares

and undertakes to confirm the Preliminary Information electronically, the address that must be given to the SELLER/SUPPLIER by the BUYER before the establishment of the distance sales contract, the basic characteristics of the products/services ordered, the price of the products/services, including taxes, and the payment and delivery information.

7.2. Each product subject to the contract is delivered or provided to the person and/or organization at the address indicated by the BUYER or the CONSIGNEE within the period specified in the preliminary information section on the website.

7.3. The SELLER/SUPPLIER declares and undertakes to deliver or provide the product/service in question of the Contract with complete, in accordance with the qualifications specified in the order and, if any, warranty documents, user manuals, information and documentation required by the work.

7.4. If SELLER/SUPPLIER is not able to meet the contracting obligations and if it is impossible to fulfill the product or service in question, the SELLER/SUPPLIER agrees, declares and undertakes that he/she will notify the BUYER in writing within 3 days from the date of his/her learner and return the total price to the BUYER within a 14-day period.

7.5. BUYER agrees, declares and undertakes that it will electronically confirm this Agreement for the delivery of the product or providing of the service in question, and that if, for any reason, the contracting product price is not paid and/or cancelled in the bank records, the SELLER's/SUPPLIER's obligation to deliver the product in question will expire.

7.6. SELLER/SUPPLIER agrees, declares and undertakes to notify the BUYER of the situation if it is unable to deliver or provide the product/service within the period of the contract due to the fact that there are strong reasons, such as the occurrent and/or retardant conditions that develop against the will of the parties, which are unpredictable and prevent the parties from fulfilling their debts. The BUYER also has the right to request that the order be cancelled and that the delivery time of the contracted product be postponed until the blocking situation is eliminated. If the order is cancelled by the BUYER, the product/service amount will be paid to him in cash and in cash within 14 days. For payments made by the BUYER by credit card, the product/service amount will be returned to the relevant bank within 14 days after the order has been cancelled by the BUYER. The BUYER agrees, declares and undertakes that the average process for the payment of the amount returned to the credit card by the BUYER may take 2 to 3 weeks for the bank to be reflected in the BUYER account, and that the payment of this amount to the BUYER's accounts after the return to the bank is entirely related to the bank transaction process, so the BUYER cannot hold the SELLER/SUPPLIER responsible for any possible delays.

7.7. Upon the permission to be obtained from the BUYER according to The Law No. 6563 on the Regulation of Electronic Commerce and the Regulation On Commercial Communication and Electronic Commercial Messages, SELLER/SUPPLIER shall be entitled to reach the BUYER via letter, e-mail, SMS, phone call and other means via



the address, e-mail address, landline or mobile telephone line, that has been stated in the sign up form or updated subsequently by the BUYER, with the purposes of communicating, marketing, notification and other purposes. If buyer does not have permission for commercial electronic messages, seller/supplier cannot send commercial electronic messages to BUYER for marketing and other purposes, with reserving the right to communicate for the purpose of performing the contract.

7.8. If the credit card bearer used at the time of the order with the BUYER is not the same person, or if a security vulnerability is detected regarding the credit card used in the order before the product/service is delivered or provided to the BUYER, the SELLER/SUPPLIER may request the CREDIT CARD bearer's identification and contact information, the credit card used in the order to present the previous bearer's statement, or the card bearer's bank to present the letter regarding his/her credit card. The order will be frozen in the period until the BUYER obtains the information/documents subject to the request, and if the requests are not meet within 24 hours, the SELLER/SUPPLIER has the right to cancel the order.

7.9. BUYER declares and undertakes that the personal and other information provided when he/she registers as a member of the SELLER's/SUPPLIER's website is in accordance with the truth, and that SELLER/SUPPLIER will make restitution -in cash and at once upon the initial notice to the BUYER due to any damages inconvenient to this information.

7.10. BUYER agrees and undertakes to comply with and not violate the provisions of legal legislation when using the SELLER's/SUPPLIER's website. Otherwise, all legal and criminal obligations a arise will be fully and exclusively tied to the BUYER.

7.11. The BUYER may not use the SELLER's/SUPPLIER's website in any way that is disruptive to public order, contrary to general morality, disturbing and harassing others, for an unlawful purpose, in a way that violates the material and moral rights of others. In addition, the member may not take any activities (spam, trojan horses, etc.) that prevent or thabilifier others from using the services.

7.12. Links to other websites and/or other content owned and/or operated by third parties that are not under SELLER's/SUPPLIERS's control and/or other third parties may be provided through the SELLER's/SUPPLIERS's website. These links are provided to the BUYER for ease of navigation and do not support any website or the person who operates that site, and the Link does not warrant the information contained on the website provided.

7.13. The member who violates one or more of the clauses in this agreement is personally and criminally responsible for this violation and will hold the SELLER/SUPPLIER responsible for the legal and criminal cons of such violations. In addition, if you want to use Due to this violation, if the event is referred to the legal field, the SELLER/SUPPLIER has the right to claim compensation for non-gratifying membership agreement against the member.

## 8. RIGHT OF WITHDRAWAL

8.1. Provided that THE SELLER/SUPPLIER is informed, BUYER can use the right of withdrawal by refusing the products without any legal and criminal liability and justification within 14 (fourteen) days from the delivery of the product to the person/institution indicated in the contract or providing of the service.

The BUYER shall not exercise the right of withdrawal in respect of contracts:

- a) for the supply of goods or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by the supplier or seller,
- b) for the supply of goods made to the consumer's specifications or clearly personalized.
- c) for supply of goods that are liable to deteriorate or expire rapidly,
- d) for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- e) for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.
- f) for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery
- g) for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.
- h) for the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance.
- i) for the services rendered right away via electronic medium or intangible goods delivered right away
- j) for the services started to be given upon the consent of the consumer before the expiration of right of withdrawal period

By accepting this agreement, the BUYER agrees in advance that he/she is informed about the right of withdrawal.

8.2. To exercise the right of withdrawal, a written notice must be made to the SELLER/SUPPLIER within a period of 14 (fourteen) days by registered mail, fax or e-mail and the performance of the service must not be started. The notification to be made to the SELLER/SUPPLIER through the communication channels mentioned above.

If this right is used, then:

- a) The invoice for the product/service delivered or provided to the 3rd person or the BUYER must also be refunded (If the invoice for the product to be returned is corporate, it must be sent with the credit memo arranged by the institution

when returning it. Order returns invoiced on behalf of institutions will not be completed unless the credit memo is deducted.)

- b) The return form must be filled out.
- c) The SELLER/SUPPLIER is obliged to return the total price and documents that put the BUYER in debt, if any, within a period of no later than 14 days after the withdrawal notice has reached.
- d) If the campaign limit amount organized by the SELLER/SUPPLIER is lowered due to the exercise of the right of withdrawal, the discount amount used within the scope of the campaign will be canceled.

## **9. DEFAULT AND LEGAL CONSEQUENCES**

The BUYER agrees, declares and undertakes that if the card holder defaults in the case of making payments by credit card, the card holder will pay interest under the credit card agreement between him and the bank and will be responsible to the bank. In this case, the relevant bank may take legal action; and, under any circumstances, if the BUYER defaults due to its debt, the BUYER agrees, declares and undertakes that it will pay the loss and loss incurred by the SELLER/SUPPLIER due to the delayed performance of the debt.

## **10. GOVERNING JURISDICTION**

On condition that the BUYER is a consumer, regarding to implementation of this Distance Sales Agreement herein Consumer Arbitration Committees and Consumer Courts shall be authorized where BUYER resides and acquires goods or services which is limited to total amount announced by Trade Ministry. In accordance with minimum and maximum limitations stated in Article 68/1 of the Law on Consumer Protection, consumer arbitration committee is authorized to investigate consumer claims.

On condition that the BUYER is not a consumer, Ankara Courts and Enforcement Offices shall be authorized regarding to implementation of Distance Sales Contract herein.

Turkish Law shall be applied to disputes arising from the contract herein.

## **11. EVIDENTIAL CONTRACT**

In case where BUYER is not a consumer, commercial books and records of the parties, electronic and online records and data shall be absolute and exclusive evidence in disputes arising between parties. This provision herein shall be considered as evidential contract under Article 193 of the Code of Civil Procedure, Law No. 6100.

## **12. EFFECTIVENES**

The BUYER agrees to all the terms of this agreement by accepted electronically during order. SELLER/SUPPLIER is obliged to make the necessary software arrangements prior to the delivery of the order in such a way to receive confirmation that this agreement has been read and accepted by the BUYER on the site.

**SELLER/SUPPLIER:**

**BUYER:**

**DATE:**