**WALLET INDIVIDUAL USER AGREEMENT**

**1. Contracting Parties**

This BinBin Wallet Individual User Agreement (shall be referred to as “Agreement”), has been concluded between with the people who benefit from the following services (shall be referred to as “User” and/or “Users”) by registering to the Wallet System through the BinBin mobile application (shall be referred to as“Application”) and BİNBİN AZERBAİJAN MƏHDUD MƏSULİYYƏTLİ CƏMİYYƏTİ (shall be referred to as “ BinBin”). In this Agreement, BinBin and the USER shall be severally referred to as “Party” and jointly as “Parties”.

This Agreement is an integral part of the End User Agreement that Users who prefer the convenience of paying with a Wallet accept when registering with the Application, and the rights and obligations contained in the End User Agreement are valid in kind. The terms contained in this Agreement, but not specifically defined, have the meanings set out in the End User Agreement.

**2. Services**

Wallet is a payment method that provides easy terms of payment to BinBin’s Users. By accepting this Agreement, Users will create a Wallet account through the Application. The User can add amounts to this created Wallet account only through credit cards and debit cards. The amounts that can be transferred to the wallet at a time and/or monthly will be determined exclusively by BinBin. BinBin has right to change these amounts at any time. The amounts transmitted by the User to the Wallet will only be available for purchases in the BinBin Application.

**3. Wallet System**

3.1 The User will be able to create a Wallet account for use in the Services offered through the Application, up to the upper limit amount set by BinBin in Turkish Lira currency, through the Application.

3.2 After creating the Wallet, the User will load balances to the Wallet in Turkish Lira currency using a credit,debit card or mobile payment . The wallet account can be created with a one time pad entry that will be sent to the mobile phone and will only be activated when the balance is loaded.

3.3 The mobile phone that the User used to create the Wallet account can only be used for one Wallet account. If the User wants to change the mobile phone located in his own Wallet, the Wallet connected to the corresponding phone will be cancelled and the existing balance will be returned to the credit card or debit card that the User has uploaded. But; the existing balance will not be returned to the User if the payment has been made through the mobile payment. The User can then create a new Wallet with the new mobile phone number. According to article 3.6 of this Agreement if the User changes the mobile phone information defined in the Wallet account, refundable amounts that s/he may earn from rides will be deleted. Regarding to Article 3.6 of this Agreement, in case the user changes her/his mobile phone. s/he acknowledges, declares and undertakes that s/he will not make any requests for the amounts returned in accordance with the aferomentinoed Article.

3.4 In order for the Wallet account defined by the mobile phone number to be closed by the User an e-mail must be sent to the destek@binbinscooters.com address.

3.5 The user can use the Wallet only in the Services offered through the Application. It is not possible to use the balances contained in the wallet account, except for the Application.

3.6 If the conditions announced in the Application are met for the driving and/or reservations that the User will pay using the Wallet account through the Application, a certain percentage or amount of the driving and/or reservation announced by BinBin will be uploaded to the User's Wallet. The user can use these fees, which are charged by BinBin, only in the Services offered through the Application. The User may not request the refund of these fees charged by BinBin to the User's Wallet to his/her bank account as a result of the rides and/or reservations s/he has made and may not transfer these fees.

3.7 If the User chooses the Wallet, which is among the payment options, when s/he makes a ride and/or reservation through the Application and arrives at the completion stage, the relevant ride and/or reservation amount will be collected from the User's Wallet by BinBin. If the User's Wallet account does not have a balance equal to the amount of the ride and/or reservation, the payment cannot be made with the Wallet and other available payment methods will be preferred.

3.8 BinBin will only collect from the Wallet the amount of the ride and/or reservation, and the remaining amount will continue to be protected in the Wallet.

3.9 BinBin will be able to automatically collect unpaid service fees (“receivable amount”) arising from the User's previous rides from the User's Wallet account if there is sufficient balance in the User's Wallet account without seeking the User's approval.

3.10 The User will be able to pay the penalty fees charged to him/her with his Wallet account, in case the User violates the rules and the law in the contract and/or transmitted through the Application, as set forth in Article 19 of the User Agreement, titled Fees and Penalties. It is not possible for the User to benefit from the Services without paying these penalty fees.

3.11 BinBin will be able to make partial and/or partial collections from the Wallet account in relation to the penalty amounts and receivables reflected to the User.

3.12 If the user chooses the option of “automatic reloading” when uploading a balance to his Wallet account, the preferred amount that will be uploaded automatically will be uploaded to his Wallet account by withdrawing it from the debit or debit card defined in the system if it falls below the balance specified in the Application.

3.13 The User will manage his Wallet account through the Application, perform installation and payment operations through the Application.

3.14 In case that the amount of the Services used by the User through the Application is canceled later for any reason, BinBin will refund the cost of these Services to the Wallet account.

3.15 BinBin has the right to unilaterally closure, stop and terminate this service. In such a case, the balance belonging to the User will be refunded to the credit or debit card that the User has paid for. No payment will be made to any other credit or debit card. No returns will be made to the User, if the balance is paid through the mobile payment method.

**4. Obligations of the User**

4.1While the user is using the Wallet services,

* + The provisions of the End User Agreement submitted to and accepted by the User while

 registering with the BinBin application are exactly valid;

* + You can register to the Wallet by entering the one-time password that will be sent to

 your mobile phone; While creating the Wallet account, the phone number declared will be taken into account when creating the Wallet account;

* + S/he is personally responsible for any transactions that s/he will make with a mobile

 phone registered through the wallet;

* + You can only make a purchase through the wallet if there is enough balance in the

 Wallet, and you can't use the Wallet payment option if there is not enough balance;

* + The financial and moral rights of the services and software provided by BinBin in the

 form of processing, reproduction, dissemination, representation and transmission to the public in accordance with the Law of Intellectual Property Rights No. 5846 belong to BinBin;

* + Will not hold BinBin responsible for any damages that may occur due to unauthorized

 use of the User's Wallet; will be responsible for protecting the user account created for the Wallet System (including the relevant user name and password) and all information that can be associated with the account, and will not share them with third parties; BinBin will not be held responsible for any damages that may occur if the information is lost, stolen or used in an unauthorized manner due to non-compliance with this confidentiality obligation, and BinBin will not incur any liability;

* + BINBIN can monitor the entire system at any time or continuously, has the right to

 record the operations to be performed;

* + BINBIN has the right to make the necessary interventions and remove the User from

 the service and terminate his/her membership if s/he acts contrary to the rules,

* + Information regarding all kinds of transactions carried out within the scope of this

 Agreement may be shared with relevant institutions and organizations and/or used by being anonymized by BinBin in order to fulfill its legal obligations;

 Acceptes, declares and undertakes.

4.2 The balance refund to be made to the User will only be made to the credit card and debit card that has been loaded. However, no returns will be made to the User, if the balance is paid through the mobile payment method. The refund to be made to the credit card to which the charge is made cannot be a balance greater than the charge made from the said credit card.

4.3 In case the transactions made with the Wallet application reach the level to be determined by the Central Bank of the Republic of Turkey in terms of total size and area of influence, within the scope of the provision in Article 18/5 of the Law on Payment and Securities Settlement Systems, Payment Services and Electronic Money Institutions No. 6493 and/or For another reason to be appreciated by BinBin, the User may choose one of the options to return the balance in the Wallet to the credit card or debit card from which he made the payment, or to continue the membership, which is the subject of this agreement, within the scope of the provisions of this agreement with the company to be notified by BinBin.To inform the User within the period announced by BinBin and declared the amount of money in your wallet, or your choice of credit or debit card the payment is to be transferred to an account other than the balance in your wallet will not be refunded in the event that the User accepts, declared and undertakes s/he won't have any demands from Binbin. However, no returns will be made to the User, if the balance is paid through the mobile payment method.

4.4 In any case, BINBIN's liability to the User is the same as the amount of the balance

available in the Wallet.

**5. Rights and Powers of BinBin**

5.1. BinBin Wallet provides an ease of payment for BinBin Users to be used only for spending over BinBin with its service.

5.2. The balance contained in the Wallet specific to the User has been transferred exclusively from the User's credit card,debit card or through mobile payment, BINBIN has no obligation to pay for this account.

5.3 BinBin has no responsibility for the transactions to be made through the Wallet, and the User is solely responsible for any damages arising from the breach of the obligations set forth in Article 4 of this Agreement, the use of the Wallet account by third parties, and the sharing of the one-time password to be sent to the mobile phone with third parties. will be responsible. Protecting the User's Wallet account access information and taking measures to prevent it from being used by others is the User's responsibility, and BinBin is not responsible for any damages that may occur.

5.4 In order to make a payment via a wallet, the User must have sufficient balance in their Wallet. The user will be able to transfer funds to the Wallet account, provided that they do not exceed the prices announced by BinBin or regulated under the legislation..

5.5 BinBin users are included in the Wallet upon request. There is no obligation to register for BinBin Wallet.

5.6 BinBin can temporarily suspend or completely stop the operation of the system at any time.

5.7 BinBin may temporarily suspend or completely stop the ability of interested Users to make payments through the Wallet due to User transactions that raise security doubts.

5.8 BinBin will not have any responsibility towards its users or third parties due to the temporary suspension or complete suspension of the use of the Wallet.

5.9 BinBin will take the necessary care to ensure that the Services offered through the application are provided on time, safely and without errors, that the results obtained from the use of the service are accurate and reliable, and quality of the service meets the expectations, but does not undertake these.

5.10 BinBin has the right to change the terms and provisions of this Agreement at any time and without any prior notice in order to comply with future technical requirements and legislation, provided that it is not to the detriment of the Users. In this context, BinBin may make changes in the implementation of this Agreement, amend existing articles or add new articles.

**6. Payment**

6.1 If the User uploads a balance to the Wallet through a credit,debit card or through mobile payment, s/he will be able to use the Wallet as a payment convenience in the Services that s/he will use through the Application. The User can send his/her objections and complaints about the transactions s/he will make with the Wallet to BINBIN as soon as possible by calling 0850 223 34 43 or mail to destek@binbinscooters.com address. It is mandatory to submit complaints about transactions paid using the wallet or about the amount paid to BINBIN as soon as possible. Otherwise, BinBin has the right to reject the objection that there are any errors in the transactions and not to refund. Articles under the Wallet Individual User Agreement shall be reserved.

6.2 The e-invoice will be deducted as much as the amount of the ride performed in exchange for the service paid with the wallet.

6.3 BinBin will not be responsible for delays caused by unforeseen or unpreventable circumstances, failure to perform a payment transaction, or failure to perform a payment transaction at its own expense, or for damages caused as a result of them.

**7. Legal Obligations**

All transactions arising from legal changes that will take place outside the scope of this Agreement are outside the responsibility of BinBin and are reflected in the Agreement.

**8. Wallet Balance Refund**

8.1 When the user wants to return the balances paid through credit card and/or debit card in his/her Wallet account, s/he has the right to create a refund request by sending the refund request to destek@binbinscooters.com e-mail address. If the User makes such a request, the User will be informed about the refunded fees within 3-5 days by the e-mail address of destek@binbinscooters.com . After completing the refund process, the card will be returned to the credit or debit card dec 2 to 10 days, depending on the bank.

8.2 The amount that can be refunded is the User's current balance in BinBin Wallet account. The amount spent by the User cannot be considered as a refund and cannot be refunded.

8.3 BinBin is not responsible in any way for the fact that the refund process cannot be performed due to the fact that the credit and/or debit card has been canceled for a reason related to the bank.

8.4 If the refund process is completed, the person will be paid in exchange for the note of expenses.

**9. Personal Data**

When the User becomes a member of the Wallet, to approve the User Agreement and during his/her movements within the Website after membership, personal data such as name, surname, e-mail address, order address/addresses, telephone number (“Personal Data/s”) shared with the data controller BinBin. It accepts and declares that it expressly consents to its processing, transfer to third parties and abroad within the framework of the principles determined in the Law on the Protection of Data. The processing of Personal Data, its transfer to third parties and abroad is based on the legal relationship established between the User and BinBin. Personal Data may be processed, transferred to third parties and abroad, or used by anonymization by BinBin and BinBin affiliates within the scope of this contractual relationship and by business partners with whom BinBin and its affiliates have a contractual relationship for purposes such as marketing, analysis, statistics.

**10. Applicable Law and Authorized Courts and Enforcement Offices**

This Agreement is governed by the laws of the Republic of Turkey. Istanbul Anadolu Court and Enforcement Offices are authorized to resolve any disputes that may arise from the performance of the Contract.

**11. Enforcement**

This Agreement shall enter into force between the parties online and indefinitely from the moment the user uploads a balance to the BinBin Wallet through the Application.

**12. Termination**

The Parties may terminate this Agreement at any time and without any obligation for compensation against BinBin. The receivables rights of the parties from each other are not affected at the time of termination of the Contract.