

CARNY USER AGREEMENT

1. SUBJECT AND PARTIES OF AGREEMENT

- 1.1. This Carny User Agreement (“**Agreement**”) is an agreement executed by and between each registered or unregistered end user (each, a “**User**”, “**you**” or “**your**”) and Carny Teknoloji Anonim Şirketi (“**Carny**”, “**Company**”, “**we**” or “**us**”) registered in Teşvikiye Mahallesi Hüsrev Gerede Caddesi Çamlı Apt. No:90 Daire 11 Kat 4 Şişli/İstanbul. This Agreement governs the terms and conditions (“**Terms**”) for your use of the products and services offered on Carny Platform (“**Platform**”), including without limitation, the access to and use of Carny’s websites and mobile applications and the creation (mint), listing, purchase, sale, hold of NFTs.
- 1.2. These Terms constitute the entire Agreement between you and us in relation to the products and services we will provide you. You can access these documents on our website, mobile application or you can directly request them from us. By approving this Agreement electronically via our website or the mobile application, and accessing and using Platform, you are deemed to have read, accepted, executed and agreed to be bound by these Terms.
- 1.3. This Agreement constitutes a legally binding agreement between you and Carny.

2. DEFINITIONS

- 2.1. Platform: the NFT marketplace provided by Carny that can be accessible through Carny’s website (<https://www.carny.io>) (“**Website**”) and/or mobile application that can be downloaded from Google Play or Apple Store and/or application stores.
- 2.2. NFT (non-fungible token): a digital asset created via smart contract on the BSC blockchain and associated with a Work. NFTs cannot be qualified as fiat money, deposit money, electronic money, payment instrument, security or other capital market instrument.
- 2.3. Work: a digital asset associated with NFT, including but not limited to video, photography, design, drawing, print, painting, audio/music files, souvenirs, cards, game acts and collectibles, in any medium and form technically supported by the Platform.
- 2.4. BSC: Binance Smart Chain.
- 2.5. BNB: Binance Coin.
- 2.6. Wallet: Apps, such as <https://metamask.io/>, that allow holding NFTs and other digital assets.
- 2.7. Database: Database of Carny where the contents accessed within the Platform are stored, classified, displayed and accessed, and which is protected in accordance with Law on Intellectual and Artistic Works No. 5846.

3. ACCEPTANCE OF THE TERMS

- 3.1. By accessing to and using of the Platform, you accept to be legally bound by the Agreement. If you disagree with any provision of these Terms, please do not use our Platform. Before you continue, Carny recommends you to save a local copy of this Agreement for your records.
- 3.2. You must be 18 years old or older to use this Platform. Carny is not responsible for any misrepresentation of age. You must be legally permitted to use Platform by the laws of your country of residence. By using this Platform, you certify and guarantee that all data provided by you is correct and accurate.
- 3.3. By using this Platform, you accept to comply with local, state national and international laws and you assure that you are legally able to use our Platform.
- 3.4. We may change or amend the Platform or this Agreement at any time at our sole and absolute discretion. Any changes to this Agreement will be in effect as of the “LAST REVISED” date referred to at the top of this page. You acknowledge and agree that the form and nature of the Platform and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the Platform.

4. RIGHTS AND OBLIGATIONS OF USERS

- 4.1. You will become a member of Website or mobile application, upon the approval of this Agreement and registering for an account (“**Account**”) on the Platform.
- 4.2. By accepting and approving these Terms, you agree, declare and undertake that you understand the responsibilities and risks specified in this Agreement and you will not:
 - 4.2.1. provide wrong or misleading information to Carny;
 - 4.2.2. use or attempt to use another user's Account without the permission of such user and Carny;
 - 4.2.3. post, upload, disclosure, distribute or otherwise make available any illegal, stolen, fake, misleading, defamatory, harassing, abusive, obscene or otherwise objectionable content on the Platform;
 - 4.2.4. engage in any activity on the Platform that is hateful or violent, or that violates or encourage to violate any criminal law, other applicable law, or any third-party rights;

- 4.2.5. use the Platform for money laundering and terrorist financing purposes;
 - 4.2.6. create Accounts that appear to belong to someone else;
 - 4.2.7. create Accounts with misleading/fake names;
 - 4.2.8. use the Platform in a way that may obstruct the operation and services of the Platform or disable the Platform;
 - 4.2.9. use the Platform in any way that may cause the Platform to become overloaded or corrupted;
 - 4.2.10. develop, use or disseminate any software that could damage or render the Platform, its products or services unavailable;
 - 4.2.11. reverse engineer or attempt to access or discover the source codes of the Platform;
 - 4.2.12. interfere or attempt to access any field or feature on the Platform or Database that you do not have access permissions;
 - 4.2.13. use the data collected by the Platform to communicate with any natural or legal person and to conduct marketing activities;
 - 4.2.14. use, encourage to use or promote the Platform, BSC blockchain or wallets for any illegal or unauthorized purpose or activity;
 - 4.2.15. engage in manipulative transactions or make misleading offers;
 - 4.2.16. use the Platform to offer, market, trade, perform transactions or promise to perform products and services subject to capital market or banking legislation;
 - 4.2.17. engage in any transactions, actions or activities that breach this Terms.
- 4.3. You agree to be responsible for all damages that may arise due to incorrect personal information. The Company shall not be responsible for any damages arising out of in connection with failure to provide correct, accurate and up-to-date personal information.
- 4.4. You can only have one Account. In case you have provided incorrect and/or false information, Carny shall have the right to cancel, interrupt or suspend your Account without any notice by terminating the Agreement unilaterally. Carny reserves the right not to open an Account for such a user again. You shall be responsible for all legal and penal liability arising from the situations specified in this article.

LAST REVISED: 12.10.2021

- 4.5. You must complete the security procedures within the period given by the Platform. You are responsible for all damages that may arise due to your failure to perform the requested security procedures within the specified period. You accept, declare and undertake that you shall not make any claims under any name from the Company for the damages that may arise in this regard and you release the Company irrevocably.
- 4.6. You, as a member of the Platform, are obliged to provide the identity-verifying information and documents and other requested information for trading, exchange or other transactions determined by the Company. Otherwise, you may not be allowed to perform such transactions. Your identity-verifying information and documents may be shared with public authorities and private legal persons upon the request of these persons. During this verification process, our privacy policy that constitutes an integral part of this Agreement shall apply.
- 4.7. You should immediately notify any changes in your identity information and address information Company. There is no responsibility or right of claim that can be imposed on the Company due to the failure to notify the Company of such changes. In case of such failure to notify these changes, the Company reserves the right to suspend transactions, close your Account temporarily or permanently, and implement all other measures.
- 4.8. You declare, accept and undertake that you will personally use and operate the Account panel and cannot grant access or use rights to any third party. Otherwise, the Company shall have the right to cancel, suspend or interrupt your Account without any prior notification.
- 4.9. You shall not use the Platform for illegal purposes and shall be responsible for all legal and criminal liability arising out of or in connection with such illegal use. The Company shall not be held responsible for the transactions to be made on Accounts and NFTs by the competent authorities due to your use of the account in breach of the legislation in Turkey and your residence country. The Company shall not be responsible for any actions by public authorities on your Account due to your failure to comply with the law of the Republic of Turkey.
- 4.10. You shall be solely responsible for ensuring the security of your membership information, e-mail address, password, Account and other information. You declare, accept and undertake that you will not make any claims under any name from the Company for damages arising out of or relating to the use of this information by unauthorized persons or the seizure of the information by third parties, and release the Company irrevocably.
- 4.11. Carny has the right to take all kinds of measures in order to provide better experience for all Users.

- 4.12. You shall be solely responsible for all claims and demands arising out of or in connection with any breach of this Agreement and the legislation and are required to compensate the Company immediately for any damages incurred by the Company due to such claims and demands.
- 4.13. You declare, accept and undertake that you will use your own Wallet address to hold the NFTs you receive while using the Platform. You are aware that the Platform is not a cryptocurrency wallet; hence, does not contain and store any cryptocurrency. You shall be responsible for the protection of your Wallet. The Company shall not be responsible for the loss, theft, or seizure by a third party of your own Wallet. You accept to return the repeated or mistaken transfers made by the Company.
- 4.14. You cannot transfer, sell, donate, or make available your Account and rights to third parties. Otherwise, the Company has the right to cancel or suspend your Account without any prior notice. You cannot hold the Company responsible for any damages incurred by you arising out of or in connection with the exercise of such rights by the Company.
- 4.15. You cannot make any trade, exchange or negotiation outside the Platform regarding NFTs listed on the Platform.
- 4.16. You shall be responsible for any legal and penal sanctions arising out of or in connection with the unlawful use of the Platform against any applicable laws and general law of the Republic of Turkey, including the anti-money laundering and countering the financing of terrorism regulations. The Company reserves the right to ban any User who infringes the above-mentioned regulations as well as the rules and obligations set out in these Terms, from opening an Account indefinitely after the permanent or temporary erasure, deletion, suspension of such Account by the Company.
- 4.17. You, depending on your country of residence or citizenship, may not be able to benefit from the services and products offered by Carny. You shall be liable to comply with the rules and laws applicable in your country of residence, country of citizenship and/or where you access to products and services.
- 4.18. You have the right to stop using the Platform at any time by closing your Account.
- 4.19. You shall be responsible for all tax liabilities that may arise due to your use of the Platform.

5. RIGHTS AND OBLIGATIONS OF CARNY

- 5.1. The Platform, that is a NFT marketplace provided by Carny, facilitates transaction between the buyer and the seller. Therefore, Carny is not a party to an agreement between the buyer and the seller or any user.
- 5.2. Carny shall not be responsible for accuracy or validity of the content published by any User on the Platform.

- 5.3. Carny undertakes to ensure the maximum security of the User during the transactions on the Platform. While you are creating an Account, Carny may request your personal information and any related documents, and also may conduct two-factor authentication for your security. Carny shall not be responsible for any damages arising out of or in connection with your failure to disclose, or late or incorrect disclosure of these requested information and documents to Carny. Carny shall implement necessary measures to protect your personal information against a possible data breach incident.
- 5.4. Carny, if it deems suspicious, may cancel, interrupt or suspend transactions you made through the Platform, and report such suspicious transactions to the official authorities.
- 5.5. Carny may cancel and withdraw your transactions and orders at any time and without any compensation in order to fix the system failures, bugs, errors and ensure the safety of operations throughout the Platform.
- 5.6. Carny shall not be responsible for any direct, indirect, incidental, special, consequential or exemplary, damages that may arise due to short-term or long-term technical failures.
- 5.7. Carny is an independent venture from any crypto-asset trading platforms and all other businesses, banks and financial institutions that make transactions with crypto-assets, and is not the representative or successor of any company, website or institution. Therefore, Carny shall not be responsible for any grievances experienced by the User through other platforms, even if such platforms refer to Carny, the Website and the Platform.
- 5.8. Carny shall implement necessary quality measures in accordance with industry standards regarding the system, software and other technical conditions of the Platform. Despite this, Carny shall not be responsible for any consequences arising from the deliberate abuse of the Platform by any User or third party, or from a cyber-attack.
- 5.9. Carny makes maximum effort to ensure that the Platform operates uninterruptedly and free from any errors. However, Carny does not guarantee that the services provided by the Platform will meet the subjective expectations of the User.
- 5.10. Carny shall only provide assistance via the Website and **admin@carny.io** e-mail address. Other than these channels, Carny does not provide any assistance through social media platforms such as Facebook, Twitter, Instagram or third-party forums. While providing assistance through the mentioned channels, Carny shall not ask your password and shall not provide a wallet address for you to send NFTs. Carny shall not be responsible for the grievances experienced due to the "pirate" sites created by using Carny name.

6. ACCESS TO DATABASE AND PROHIBITIONS FOR COPYING

- 6.1. The Database may be accessed by third parties that obtain prior written permission of Carny and only for the purposes of displaying the content in the Database. Any other access shall be deemed unlawful and Carny reserves the right to establish, exercise or defend any legal claims against such unlawful access to the Database.
- 6.2. You cannot wholly or partly copy, transfer or make available the contents in the Database to other databases and to third parties without the written permission of Carny.
- 6.3. You cannot retrieve significant amount of information from the Database in order to obtain any content that is accessed and / or viewed through the Platform.
- 6.4. You may not copy, reproduce, distribute, transmit, modify, create derivative works, or in any other way exploit any part of the content published on our Platform, Website and mobile application without the prior written permission of Carny.
- 6.5. You cannot use, process, transfer, display or disclose the personal data accessible on our Platform, Website and mobile application to the third parties without the prior written permission of the data owners and Carny.

7. COMMISSION AND FEES

- 7.1. Carny shall announce fees and commissions for its services on the FAQ page. Carny shall charge such fees and commissions related to the services provided to you at the announced rates.
- 7.2. You agree that you are well informed of commissions, other fees and expenses before making any transactions through the Platform.
- 7.3. Carny takes commission on the price of the NFT (“**NFT Price**”). This transaction is carried out via BNB. The commission shall be deducted from the total NFT Price at the time of transaction by operating the Smart Contract(s). Commission rates may vary according to the services selected.
- 7.4. Carny has the right to make changes on the commission rate and fees at any time. It is your responsibility to check the Website and mobile application periodically for changes. Carny has no obligation to notify Users about such changes through a channel other than the Website and mobile application.
- 7.5. Commission rates and fee changes announced on the Platform shall become effective after relevant announcement. After this announcement, the first transaction you made on the Platform shall be deemed that you have approved such changes.
- 7.6. You acknowledge and declare that all fees, commissions and royalties are transferred, processed or initiated directly through one or more of the Smart Contracts in the block-chain network.

8. INTELLECTUAL PROPERTY AND OWNERSHIP

- 8.1. Information, content and materials as well as intellectual and artistic works on the Platform, Website and mobile application (“**Content**”) may not be used, copied, reproduced, distributed, republished, uploaded, posted, or transmitted in any way without the permission under the relevant intellectual property legislation, in particular, the Law on Intellectual and Artistic Works No. 5846. You accept, declare and undertake to comply with the provisions of the “Law No. 5846 on Intellectual and Artistic Works”, “Decree No.556 on the Protection of Trademarks”, “Turkish Commercial Code No. 6102”, “Decree No. 551 on the Protection of Patent Rights”, “Turkish Penal Code No. 5237” and other relevant legislation. Otherwise, any compensation and/or administrative/judicial fine paid by Carny to the public institutions and/or third parties shall be recoured to you.
- 8.2. All logos, copyrighted Works, trademarks, registered marks, other assets and information subject to Carny’s copyright belongs to Carny or its licensors. You may not copy, imitate or use them without Carny's prior written consent.
- 8.3. You agree to not to reproduce, copy, distribute, process any content including electronic text, visual and audio images, video clips, files, databases, catalogs and lists within the Platform. You, therefore, accept and undertake that you will not directly and/or indirectly compete with Carny, either by these actions or by other means.

9. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

- 9.1. Privacy Policy, Cookie Policy and related documents are available on the Platform. Please refer to our **Privacy Policy** for more information about how we collect, use and share personal information about you.
- 9.2. Carny undertakes to keep your information confidential and to implement all necessary measures to ensure this. However, Carny may disclose the relevant information and documents to the public authorities upon their request under the laws of Republic of Turkey. This does not constitute a breach of confidentiality and Carny shall not be responsible for any damages arising out of or in connection with such disclosure.
- 9.3. Carny hereby declares and undertakes to keep confidential and safeguard all confidential information provided to Company, take all necessary measures and strive to ensure and maintain confidentiality, to prevent the disclosure of personal information to an unauthorized User or a third party.

10. THIRD PARTY LINKS

- 10.1. In your use of the Platform, Website or mobile application, you may encounter various types of links that enable you to visit websites operated or owned by third parties (“**Third-Party Sites**”).

- 10.2. These links are provided to you as a convenience and are not under the control or ownership of the Company, even where that Third-Party Site has a business engagement with Carny. All Third-Party Sites are completely independent from Carny, which have their own terms and conditions, privacy policies and other governing documents.
- 10.3. Your linking to or from any Third-Party Sites is at your own risk. By using our Platform, you expressly relieve us from any and all liability arising from your use of any Third-Party Sites. Accordingly, we encourage you to be aware when you leave the Platform and to read the terms and privacy policy of each other website that you visit.
- 10.4. The inclusion of any link to Third-Party Site is not (i) an endorsement by the Company of the Third-Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third-Party Site. Therefore, such links do not imply that Carny is legally authorized to use any trademark, trade name, design, logo or copyright symbol displayed in or accessible through the links, or that any linked Third-Party Site is authorized to use any trademark, trade name, logo or copyright symbol of Carny.

11. RISKS

11.1. You acknowledge, accept and declare that:

- 11.1.1. The price and liquidity of crypto assets, including NFTs, are highly volatile and subject to fluctuations.
 - 11.1.2. Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility.
 - 11.1.3. Legislative and regulatory changes or transactions may adversely affect the use, transfer, exchange and value of NFTs.
 - 11.1.4. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
 - 11.1.5. The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, which may result in the potential for permanent and total loss of value of a particular NFT should the market for that NFT disappear.
- 11.2. Carny is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of NFTs and is not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting NFTs including forks, technical node issues or any other issues having fund losses as a result.

- 11.3. You have no right to return, change, or withdrawal regarding the NFT purchased.
- 11.4. You acknowledge, accept and declare that you understand the nature of the risks stated and that all risks of accessing and using the Platform shall belong to you.

12. LIMITATION OF LIABILITY

- 12.1. Some contents offered on the Platform may include data collected from third parties and publicly available sources. All data, analyses, reports, statistics are processed and presented objectively by a software that has automatically processed the information without any editing or directing. Any content including news and reports provided by Carny are for information only, do not intend to provide any suggestions, direct solutions, conclusions, legal opinions, political and sociological research information and, Carny does not guarantee accuracy, integrity and quality of them.
- 12.2. In no event shall Carny, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for any lost profits, diminution in value or business opportunity, any loss, damage, corruption or breach of data or any other intangible property or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the Platform or any services provided by Carny, or this Agreement, even if an authorized representative of Carny has been advised of or knew or should have known of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose, except to the extent of a final judicial determination that such damages were a result of Carny's gross negligence, fraud, willful misconduct or intentional violation of law. this means, by way of example only (and without limiting the scope of the preceding sentence).
- 12.3. You accept, declare and undertake that you are responsible for the Works and contents you uploaded to the Platform and the legality, reliability and accuracy of them. Carny is not responsible or liable for any Works and contents uploaded by the User on the Platform.

- 12.4. Carny's services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by applicable law, Carny specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. Carny does not make any representations or warranties that access to the Website, any part of the Carny services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. Carny does not guarantee that any order will be executed, accepted, recorded or remain open. Except expressly stated in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of Carny's services and Website. Without limiting the foregoing, you hereby understand and agree that Carny will not be liable for any losses or damages arising out of or relating to: (a) any inaccuracy, defect or omission of digital currency price data, (b) any error or delay in the transmission of such data, or (c) interruption in any such data.
- 12.5. The access to and use of the Platform are at your own discretion and risk, and you shall be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.
- 12.6. Carny shall not be responsible or liable to you for any loss and take no responsibility for, and shall not be liable to you for any use of crypto assets, including but not limited to any losses, damages or claims arising from: (a) user error, such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses; (b) server failure or data loss; (c) corrupt wallet files; (d) unauthorized access to the application; (e) any unauthorized third-party activities; including, without limitation, the use of viruses, phishing, brute-forcing, or other means of attack against the service or crypto assets.
- 12.7. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

13. TERMINATION

- 13.1. Carny may terminate its services on the Platform and this Agreement for any reason and without any notice.
- 13.2. You accept and agree that Carny has right to temporarily cancel or suspend your access to your Account at any time for any reason, and in such case, you continue to be subject to these Terms.

14. FORCE MAJEURE

15.1. Carny shall not be liable for any delays or failures in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, labour strife, riots, war, cyber-attack, non-performance of our vendors or suppliers, acts of God, or other causes which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

16. APPLICABLE LAW & JURISDICTION

16.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Republic of Turkey. You agree that the courts of Istanbul (Çağlayan) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

17. MISCELLANEOUS

17.1. Any part, provision, representation or warranty of this Agreement which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

17.2. All notices, approvals, demands, requests and other kinds of correspondence required and permitted hereunder shall be given via e-mail.

17.3. Carny has the right to change or amend this Agreement, in whole or in part, at its discretion, at any time, or in accordance with any applicable laws including the laws of the Republic of Turkey.

17.4. This Agreement consists of 16 (sixteen) articles and you accept, declare and undertake that you have read and understood all the articles of this Agreement, and that you have approved all the content and all provisions of the Agreement.