

Gate Türkiye User Agreement and Terms of Use

1. Parties

1.1. This **User Agreement and Terms of Use** (hereinafter referred to as the “Agreement”) is executed between **Gate Kripto Varlık Alım Satım Platformu A.Ş.** (hereinafter referred to as “Gate Türkiye”), located at Maslak Mah. Büyükdere Caddesi Meydan Sokak Beybi Giz Plaza No:1/35 Sarıyer/Istanbul, registered with the Maslak Tax Office under tax number 3891735307, the owner of the website with the domain name www.gate.com.tr and related mobile applications, and the **User** (hereinafter referred to as the “User”) who becomes a member by accepting the terms of this Agreement through the website www.gate.com.tr or Gate Türkiye’s mobile applications (collectively referred to as the “Platform”).

1.2. Gate Türkiye and the User shall individually be referred to as a “Party” and collectively as the “Parties.”

2. Subject and Purpose of the Agreement

2.1. This Agreement, along with its annexes that are considered integral parts of the Gate Türkiye User Agreement and Terms of Use, is prepared to define the rights and obligations of the Parties concerning the services provided as described in the “Agreement.”

2.2. The subject of this Agreement is the mutual rights and obligations of the Parties.

2.3. By accessing, downloading, using the Platform, or clicking the “I Accept” option to accept any service provided by the Platform, the User acknowledges, understands, and agrees to all terms and conditions set forth in this Agreement, as well as any other agreements they may be required to accept. Additionally, while using certain features of the Platform, the User may be subject to specific additional terms and conditions applicable to those features.

3. Definitions

Gate Türkiye	Refers to Gate Kripto Varlık Alım Satım Platformu Anonim Şirketi , located at Maslak Mahallesi Meydan Sokak Beybi Giz Plaza No:1/35 Sarıyer/Istanbul, which operates the cryptocurrency trading platform described in this Agreement.
Platform	Refers to the cryptocurrency trading system managed by Gate Türkiye, including the website used for cryptocurrency trading, all web pages provided through the website, internet applications, application programming interfaces (APIs), and mobile applications owned and operated by Gate Türkiye, with all legal rights belonging to Gate Türkiye.
User/Users	Refers to real or legal persons, or their representatives, who use the Platform by becoming members and benefiting from the provided Services, and who utilize the services of Gate Türkiye.
Cryptocurrency	Refers to virtual assets with cryptographic properties produced using blockchain technology, with a unique structure, transferable exclusively between specific wallets, carrying the same value universally at the same time, priced and traded in markets formed by buyers and sellers, and having no physical elements.

Cryptocurrency Wallet	Refers to a computer file where cryptocurrency addresses and passwords are stored. Cryptocurrencies are transferred via wallets. Cryptocurrency wallets are categorized as hot wallets, which are online virtual wallets, and cold wallets, which are offline wallets with a physical presence.
Personal Data	Refers to personal information that can be used to identify a real person.
Personal Data Owner	Refers to the individual whose personal data is processed under this Agreement.
User Account	Refers to the Gate Türkiye platform account that each User can create upon registering on the Platform, which identifies the User and allows them to manage one or more linked Cryptocurrency Wallets under their account.
Service	Refers to the services offered through the Platform.
Personal Data Protection Law	Refers to Law No. 6698 on the Protection of Personal Data.

4. Rights and Obligations of the Parties

4.1. The User acknowledges and declares that they are a natural person over the age of 18, with full legal capacity and the ability to act under the laws of the Republic of Turkey, and authorized to perform transactions on the Gate Türkiye Platform.

4.2. The User is obligated to provide all documents and information requested by Gate Türkiye. The information requested by Gate Türkiye must be documented. If the User cannot document the information shared with Gate Türkiye or is found to have provided false information, Gate Türkiye reserves the right to take any necessary measures against the User. The User agrees and undertakes to accept these measures. The User will be liable for any direct or indirect damages resulting from non-compliance with the obligations outlined in this article.

4.3. Gate Türkiye only accepts fiat money in Turkish Lira (TRY) sent from bank accounts located in Turkey. The User may only use bank accounts registered under their own name. Deposits can only be made from a bank account bearing the same name as the User's account on Gate Türkiye. If the User attempts to transfer fiat money from a bank account belonging to another individual, they are solely responsible for any delays or failure in completing the transaction. The User should not attempt to deposit funds using ATMs. The User acknowledges and declares that Gate Türkiye cannot be held liable for failed transactions caused by errors made by the User or their bank.

4.4. Cryptocurrency wallets have unique structures. Due to the characteristics of cryptocurrency wallets, information must be accurate, complete, and correct during transfers. The User is solely responsible for any errors or damages caused by incorrect entries. Gate Türkiye cannot intervene in or be held responsible for incorrect transfers due to the technical features of cryptocurrency wallets or the unique structure of blockchain technology. Once the cryptocurrency transfer process is approved, it begins and cannot be canceled or revoked once completed. If a fee or service charge is incurred during the transfer, it will not be refunded.

The User irrevocably releases Gate Türkiye from any liability for errors arising from the transfer process.

4.5. Any damages resulting from attempts to transfer cryptocurrencies not listed on Gate Türkiye's Platform or through blockchain networks not supported by the Platform are solely the responsibility of the User.

4.6. Gate Türkiye operates as a cryptocurrency trading platform and is an independent entity. Users cannot hold Gate Türkiye liable for damages incurred on other platforms. The User declares and agrees that Gate Türkiye cannot be held responsible for damages incurred by Users in any subsidiaries of the parent company to which Gate Türkiye is affiliated.

4.7. Gate Türkiye may request information such as identity photos, selfies, residency documents, and bank details from Users for security purposes or to comply with regulations, including those of the Capital Markets Board and other public institutions. Gate Türkiye will verify these documents. If it is determined that the User is not compliant with regulations, legal texts, or internal company rules, Gate Türkiye may refuse membership or deny transactions on the Platform. Gate Türkiye is not liable for damages caused by the User's failure to provide accurate information, delay in sharing information, or provision of misleading or incorrect information.

4.8. It is accepted that the User has sufficient knowledge and expertise regarding the types of orders available on the Gate Türkiye Platform. The User may execute spot transactions using Market and Limit orders on the Platform. Gate Türkiye is not liable for direct or indirect damages resulting from price slippage, particularly during times of reduced liquidity, widened spreads, or increased volatility. The User acknowledges that these are results of market dynamics and technical factors.

4.9. Gate Türkiye does not guarantee the immediate execution of deposits, withdrawals, transfers, or other transactions. Transactions are processed based on the technical infrastructure of the Platform. Gate Türkiye will make reasonable efforts to execute transactions promptly but is not liable for delays caused by market congestion or unforeseen circumstances outlined under the force majeure provisions of this agreement. The User irrevocably releases Gate Türkiye from any claims for damages resulting from such delays.

4.10. Technical errors may occur while the User conducts transactions on the Platform. Due to system errors or malfunctions, the User's instructions may be delayed, invalidated, or unexecuted. Gate Türkiye may cancel, reverse, or delay User transactions to correct such errors. If the User suffers any losses due to these measures, they irrevocably release Gate Türkiye from liability. Should any assets be incorrectly credited to the User's account due to technical errors, Gate Türkiye reserves the right to reclaim such assets. The User must promptly return any incorrectly credited assets; otherwise, Gate Türkiye reserves all legal rights.

4.11. Gate Türkiye unilaterally determines daily, weekly, and monthly Turkish Lira and Cryptocurrency deposit and withdrawal limits based on economic conditions and risk assessments. These limits may be increased or decreased without prior notice to the User. The

User cannot hold Gate Türkiye liable for exercising its right under this clause or for the determined limits. The User hereby irrevocably releases and waives any claims regarding such limits.

4.12. Transactions conducted through the User's account are considered to have been performed by the User. The User is primarily responsible for the security of their account, account details, and passwords. The User acknowledges and declares that all transactions carried out via their account are performed by them, assumes responsibility for these transactions, and agrees not to raise any defenses or objections claiming otherwise. The User further agrees that claiming such transactions were not conducted by them cannot serve as an excuse or defense to avoid obligations under this Agreement.

4.13. The User is solely responsible for paying all taxes, fees, duties, levies, withholding taxes, reporting, and other collection processes arising from cryptocurrency trading or potential increases or decreases in value.

4.14. The User is responsible for the accuracy and confidentiality of the information provided during registration and for ensuring the security of their login details and password throughout their membership. The User must protect their account credentials and other access information. Gate Türkiye cannot be held liable for any cyberattacks, thefts, or crimes arising from the User's technical infrastructure, system, or internet service provider. The User agrees not to hold Gate Türkiye responsible for any direct or indirect damages arising from such incidents and irrevocably releases Gate Türkiye from liability. The User undertakes not to act on behalf of others under their account. Otherwise, the User acknowledges that Gate Türkiye bears no legal or criminal liability to the User or third parties for unlawful actions performed through the User's account.

4.15. The User must not engage in activities that damage the technical operations of Gate Türkiye's Platform or impose an unreasonable load on the system. The User agrees not to conduct data mining, web crawling, spidering, algorithmic trading, or robot-assisted trading on the Platform. The User is prohibited from uploading harmful software, using the Platform for unlawful or unethical purposes, or creating databases or records using the Platform. The User agrees to take all necessary precautions to avoid such activities and to refrain from entering the Platform through automated means. In the event of a violation, Gate Türkiye reserves the right to seek legal remedies and initiate necessary actions.

4.16. Users must exercise caution to avoid fraudulent sites imitating Gate Türkiye by copying its website and logo. The User must ensure that any links or references to Gate Türkiye's affiliated group companies or global sites are legitimate and not fraudulent. The User should verify the domain name and web address when accessing Gate Türkiye's site or links. The User irrevocably releases Gate Türkiye from liability for damages caused by failing to take these precautions.

4.17. Gate Türkiye's customer support does not request passwords, provide cryptocurrency addresses, or share bank account numbers for transfers. The User acknowledges this clause

and agrees that Gate Türkiye is not liable for damages caused during customer support interactions.

4.18. The User becomes a member of Gate Türkiye's Platform by accepting the terms and conditions of this Agreement using their email address, phone number, and password. Each User may have only one Gate Türkiye account. By approving this Agreement, the User declares that their account was created solely for personal use and not on behalf of a third party. Gate Türkiye reserves the right to reject account creation or suspend, terminate, or deactivate any Gate Türkiye User Account at its sole discretion. The User agrees not to claim compensation from Gate Türkiye for any direct or indirect damages arising from such actions.

4.19. Gate Türkiye does not guarantee uninterrupted or error-free operation of its Platform services. However, Gate Türkiye aims to ensure accessibility, functionality, and usability of its Platform. Gate Türkiye cannot be held liable for direct or indirect damages arising from the Platform's inaccessibility or unavailability for any reason.

4.20. Gate Türkiye operates as a platform facilitating cryptocurrency trading and does not participate as a party to such transactions. Cryptocurrency prices are determined by supply and demand in the market, and Gate Türkiye does not interfere with price balances. Therefore, Gate Türkiye is not responsible for any losses or damages incurred due to price fluctuations. The User acknowledges the risks associated with investing in cryptocurrencies and assumes full responsibility for such risks, losses, and damages without holding Gate Türkiye accountable.

4.21. Gate Türkiye may share the User's information and documents with administrative authorities upon request by competent public institutions and authorities in accordance with applicable legislation.

4.22. The User must comply with the provisions under the Intellectual Property Rights section of this Agreement. If the User violates the terms under the Intellectual Property Rights section, Gate Türkiye reserves the right to unilaterally terminate this Agreement for just cause and may initiate legal proceedings to impose civil and criminal sanctions against the User.

4.23. Gate Türkiye's failure to exercise its rights and authorities under this Agreement at the time of their emergence does not imply a waiver of such rights and authorities, even implicitly. Gate Türkiye reserves the right to exercise its rights and authorities at any time in compliance with applicable laws.

4.24. Gate Türkiye has the authority to delete, suspend, restrict, terminate, or cancel the User's account without prior notification under the provisions of this Agreement. If there are no legal barriers, the User's assets will be returned within 90 days after such actions. The User assumes responsibility for any direct or indirect damages arising from these actions and cannot hold Gate Türkiye liable.

4.25. Acceptance of fiat money or Cryptocurrency transfers made by the User or orders related to transactions on the Platform is at the discretion of Gate Türkiye. The User

acknowledges and declares that they cannot hold Gate Türkiye responsible and irrevocably release Gate Türkiye from liability in this matter.

4.26. Gate Türkiye exclusively retains the right to determine the types of Cryptocurrencies it facilitates trading for on the Platform. Gate Türkiye may remove listed Cryptocurrencies from trading screens or add other Cryptocurrencies it accepts. Gate Türkiye bears no responsibility for these actions.

4.27. The User may terminate their membership with Gate Türkiye at any time. However, the termination of membership does not automatically cancel permissions granted for commercial electronic communications, notifications, or other consents given to Gate Türkiye. In such cases, the User must separately and individually revoke these permissions. Gate Türkiye retains rights arising from services provided even after the User's membership termination.

4.28. Gate Türkiye may make changes at its discretion regarding fiat money or Cryptocurrency deposits and withdrawals without prior notice. The User cannot hold Gate Türkiye responsible for direct or indirect damages resulting from such changes. The User acknowledges and declares that they have read and understood the guidelines provided by Gate Türkiye for such transactions before performing any deposit, withdrawal, or transfer operations.

4.29. The User is prohibited from allowing third parties to use their account. If the User permits third-party use of their account, they assume full responsibility. Gate Türkiye reserves the right to seek compensation from the User and all related parties for damages incurred due to third-party use of the account. The User acknowledges and declares acceptance of this provision.

4.30. The User is obligated to keep all information and documents shared with Gate Türkiye up to date. In the event of changes to such documents, communication details, or personal information, the User must immediately inform Gate Türkiye. Gate Türkiye is not responsible for damages arising from the User's failure to keep their information and documents current.

4.31. Gate Türkiye will exercise all due care and diligence to ensure the security of the User's data and account. Gate Türkiye shall not be held liable for any damages resulting from the User's own actions or for damages not attributable to Gate Türkiye. The User acknowledges, declares, and undertakes that they irrevocably release Gate Türkiye from liability in such cases.

4.32. Unless expressly agreed in writing with the User, Gate Türkiye does not guarantee the accuracy, completeness, or reliability of information obtained from the Platform, through links to the Platform, or by other site-related methods (including but not limited to advertisements). Gate Türkiye shall not be held liable for the User's purchase of products, services, information, or materials based on such information. The risks arising from such information are solely the responsibility of the User.

4.33. Gate Türkiye may suspend, restrict, or terminate access to any portion or the entirety of the Platform that the User uses. It may also disable or cancel the User's account or take any

actions it deems necessary and reasonable, including but not limited to these measures. Gate Türkiye may cancel, suspend, block, defer, or refuse to complete a transaction at its reasonable discretion to comply with legal obligations, protect its reputation, or enforce its rights. Additionally, Gate Türkiye may be required to cooperate with relevant state authorities and judicial authorities to freeze, seize, or transfer the User's digital assets in their account to a designated account upon the request of competent legal authorities. The User acknowledges that Gate Türkiye shall not be held liable in such cases.

5. Legal and Criminal Sanctions

5.1. In the event of a transaction mistakenly resulting in unjust enrichment for the User by means of the transfer of Cryptocurrency, this matter will be immediately communicated to the User by Gate Türkiye through any communication method deemed reasonable (email, call, SMS, etc.). If the transfer is not returned by the User within 1 business day following the notification, Gate Türkiye may, without further notice, close, suspend, or indefinitely block access to the User's account. Additionally, Gate Türkiye may adjust the User's account to reflect a negative balance equal to the mistakenly transferred amount of unjust enrichment. Gate Türkiye reserves the right to initiate the necessary legal and enforcement procedures if deemed necessary. Should Gate Türkiye incur any direct or indirect losses during this process, it reserves the right to claim compensation for such damages. The User acknowledges, declares, and undertakes to release Gate Türkiye from liability in this regard.

5.2. Even if Gate Türkiye identifies a violation of any article(s) in this Agreement by the User, the failure of Gate Türkiye to terminate the Agreement or take legal action against the User cannot be interpreted as a waiver of these rights by Gate Türkiye. All rights of Gate Türkiye regarding identified violations are reserved.

5.3. The User declares and undertakes that they have read all statements issued by competent and regulatory authorities, as well as other public institutions, regarding Cryptocurrencies and will follow any future statements.

5.4. The User undertakes to use the Platform in compliance with the laws and regulations of the Republic of Turkey. The User assumes all legal and criminal liabilities arising from any actions or transactions performed through their account on the Platform. Once Gate Türkiye identifies any illegal use, it has the right and authority to share all information related to the User with competent authorities. This does not constitute a violation of confidentiality, and Gate Türkiye cannot be held liable. Gate Türkiye cannot be held criminally liable for any illegal use of the Platform by the User.

5.5. The User is responsible for any tax obligations arising from the use of Cryptocurrencies, the Platform, or the services provided by Gate Türkiye. Gate Türkiye is not liable for any tax obligations resulting from the User's gains or losses.

5.6. If Gate Türkiye identifies that the User is using or has enabled the use of the Platform for unlawful purposes, it reserves the right to pursue all legal remedies and take necessary administrative and security measures, such as freezing the account, permanently or

temporarily deleting the account, or terminating the Agreement. Additionally, Gate Türkiye reserves the right to prohibit the User from opening another account indefinitely.

5.7. The User shall not engage in behavior or make statements, whether verbal, written, or visual, in any communication channel with Gate Türkiye employees, that violate public morals, honesty, or respect, or that abuse the goodwill of Gate Türkiye employees. In such cases, Gate Türkiye reserves the right to temporarily or permanently disable the User's account for trading, suspend, freeze, or completely close the account, and pursue all legal remedies. Gate Türkiye cannot be held criminally or legally liable for enforcing this clause.

5.8. The User undertakes not to make any statements, using Gate Türkiye's name and/or logo, that tarnish Gate Türkiye's reputation, harm its commercial standing, or create unfair competition. This commitment applies to all forms of written and visual media, including social media platforms. If a violation of this article is detected, Gate Türkiye reserves the right to unilaterally terminate the Agreement, block, suspend, or permanently delete the User's account without prior notice. Additionally, Gate Türkiye will seek all forms of compensation from the User for violating this clause. The User acknowledges, declares, and undertakes to waive all objections and claims related to the enforcement of this article in advance.

5.9. Gate Türkiye reserves the right to temporarily or permanently disable trading for accounts identified as engaging in suspicious activities related to the Platform's workflow and technical security. It may suspend, freeze, or temporarily disable accounts associated with suspicious transactions. Gate Türkiye may also implement asset freezes (blocks) on the User's account due to confiscation requests from judicial and/or administrative authorities or notifications from banks in response to such requests. Gate Türkiye cannot be held liable for damages incurred by the User as a result of this provision and shall not bear any legal or criminal liability.

6. Services Provided by Gate Türkiye

6.1. The cash belonging to the User is held in partner banks.

6.2. The cash and Cryptocurrencies belonging to the User are kept separately from Gate Türkiye's assets and are designated in bank accounts opened explicitly in the name of the User, clearly indicating ownership by the User, and are not used for purposes other than their intended use.

6.3. Gate Türkiye conducts the User's cash transfers through partner banks. Gate Türkiye does not accept cash from the User in person and does not deliver cash to the User in person. These cash and fiat currency services are provided by a third-party service provider under service agreements and policies, and the User acknowledges and declares that Gate Türkiye has no responsibility for these services.

6.4. All orders from the User are received through Gate Türkiye's website and mobile applications, as reported to the Capital Markets Board by Gate Türkiye. Orders are not received through other channels or via different social media platforms.

6.5. All orders from the User are logged and recorded electronically by Gate Türkiye, with the necessary electronic log records and electronically stored data showing the date, time, and source of the order. These records cannot be altered or falsified.

6.6. Gate Türkiye does not provide any absolute return guarantees or commitments to protect against losses to its Users at any time.

6.7. Gate Türkiye does not organize promotional campaigns that promise specific returns or direct investments in one or more Cryptocurrencies. Additionally, Gate Türkiye does not run promotional campaigns that provide benefits or advantages to individuals who bring customers to the Platform or to the users they bring, by any method.

6.8. In transactions where Gate Türkiye is the counterparty to the User, sales are made only up to the amount of Cryptocurrency available in Gate Türkiye's Cryptocurrency Wallet. For transactions matched between Users, Gate Türkiye is responsible for ensuring that the Cryptocurrencies involved in the transaction are available in the relevant accounts and transferred to the respective parties.

6.9. Gate Türkiye does not exercise any right of disposition over the Cryptocurrencies or cash belonging to the User for its own benefit or for the benefit of third parties.

6.10. Gate Türkiye does not provide services involving borrowing of Cryptocurrencies, transactions that result in lending to the User, or leveraged transactions.

7. Protection of Personal Data and Privacy

7.1. Gate Türkiye undertakes to strictly maintain the confidentiality of the information provided to it, to treat this information as a trade secret, and to take all necessary measures and exercise all due diligence to ensure and maintain confidentiality and prevent any part or entirety of the confidential information from falling into unauthorized hands.

7.2. Gate Türkiye pledges to collect and protect Users' personal data in compliance with the Personal Data Protection Law and not to use the personal data obtained from the User for any purpose other than the fulfillment of the purpose of the relationship between the Parties, either directly or indirectly. Gate Türkiye further undertakes not to share, process, or transfer the User's personal data to any institution or individual without the explicit consent of the User and to ensure that only the necessary personnel access personal data to the extent required.

7.3. Gate Türkiye's Personal Data Protection Policy, Privacy Policy, Cookie Policy, Clarification Text, and Explicit Consent Statement accessible via the Platform constitute integral parts of this Agreement. Users may review these documents on the Platform or contact Gate Türkiye's customer support team to obtain more comprehensive information regarding personal data. Reviewing these documents and obtaining more detailed information is strongly recommended by Gate Türkiye. Despite all measures and legal precautions, Gate Türkiye cannot be held responsible for the use, theft, or processing of personal data for any reason beyond its knowledge and control. The User acknowledges and declares that they irrevocably waive any claims against Gate Türkiye in this regard.

7.4. Gate Türkiye undertakes to keep all information and data belonging to the User confidential and to take all necessary measures to ensure confidentiality. However, information and documents requested by competent authorities of the Republic of Turkey can be disclosed to these authorities under laws, decrees, and other relevant legislation. Additionally, information about Users may be disclosed to third parties under the following circumstances, outside the scope of confidentiality obligations:

- In cases required by legislation,
- In cases related to the fulfillment and implementation of the Agreements between the Parties,
- In cases where information is requested about Users during an investigation or inquiry conducted by competent administrative and/or judicial authorities in compliance with procedural rules,
- In cases where providing information is necessary to protect the rights or security of Users.

The situations listed above do not constitute a violation of confidentiality, and Gate Türkiye cannot be held liable for any direct or indirect damages that may arise.

7.5. The Parties mutually acknowledge the rights and obligations arising from the Personal Data Protection Law No. 6698 and agree to act in compliance with this law through this Agreement.

7.6. Within the scope of its collaboration with third parties, Gate Türkiye may provide links to other websites or applications within the Platform, redirect Users to third-party websites or applications, or publish their forms. It may also, under its agreements, publish its advertisements on different platforms belonging to third parties and include links and forms. In such cases, Gate Türkiye cannot be held responsible for the privacy and cookie policies or any other content on the sites and applications accessed by Users belonging to third parties. Establishing partnerships with other companies or organizations does not imply that Gate Türkiye has a relationship with those companies or organizations.

8. Force Majeure

8.1. Force Majeure refers to events beyond the control of the Parties, which are unforeseen/unforeseeable by the Parties, or even if foreseen, the severity of their consequences could not be known, and which cannot be eliminated by the Parties. Therefore, events that may occur in Turkey or the country/countries where the User conducts their transactions, which may significantly impact activities, including but not limited to:

- Economic, social, or political disturbances such as riots, uprisings, mobilizations, invasions, embargoes, government interventions, regional or global wars, strikes, lockouts, labor actions, or boycotts,

- Cyberattacks, communication issues, infrastructure and internet failures, system-related improvement or renewal works and disruptions caused by them, power outages, and other unforeseen technical or human factors,
- Natural disasters such as fires, explosions, storms, floods, earthquakes, migrations, epidemics, or other natural calamities,
- National, regional, or global economic crises and fluctuations, extraordinary market conditions, restrictions that may be imposed by Turkey or other countries on cryptocurrency or foreign exchange regimes, commodity and precious metal markets, as well as legal regulations in Turkey and other countries, actions of public authorities, or other unforeseeable events that cannot be overcome even with prior anticipation and due diligence.

These events are defined as Force Majeure.

8.2. The User acknowledges, declares, and undertakes that due to the Force Majeure events mentioned above, but not limited to them, the User cannot hold Gate Türkiye liable for failure to fulfill its obligations under this Agreement, and consequently, the User will not claim any direct or indirect compensation under the name of damages/losses from Gate Türkiye. Gate Türkiye reserves the right to take certain measures regarding cryptocurrency transactions in the event of a Force Majeure situation. The User, who suffers direct or indirect damages or incurs any expenses due to such measures, cannot hold Gate Türkiye liable for such damages and expenses. The User's obligations may be suspended during the Force Majeure period.

9. Intellectual Property Rights

9.1. The brand and logo of Gate Türkiye, along with all text, designs, domain names, trade dress, slogans, software codes, interface content, drawings, algorithms, videos, and all other materials, business models, methods, and any other content that may give rise to intellectual property rights on the Platform, are the exclusive intellectual property of Gate Türkiye.

9.2. The User may not share, distribute, reverse engineer, copy, display, reproduce, or create derivative works from Gate Türkiye's intellectual property rights or the Platform without prior written permission from Gate Türkiye.

9.3. The intellectual property rights stated in this clause are unlimited in nature, and Gate Türkiye has not waived any of its intellectual property rights. The User agrees, declares, and undertakes not to act contrary to this provision. Gate Türkiye reserves the right to take all legal actions, including but not limited to measures concerning User Accounts, against Users or related persons found to have violated these rights. The User is obligated to compensate Gate Türkiye and/or the relevant third party for all direct and indirect damages and expenses incurred.

10. Fees

10.1. Within the framework of the services provided by Gate Türkiye, the company has the right to charge Users commissions and fees at rates determined from time to time at its sole discretion.

10.2. The fees and commissions to be paid by Users are listed on the relevant pages of the Platform.

10.3. Gate Türkiye reserves the right to change the types, amounts, and rates of these fees and commissions at any time without prior notice. Such changes will take effect once announced on the Platform.

10.4. Before starting transactions on the Platform, the User must review the fees, commissions, and expenses payable, as stated on the relevant pages, and obtain information about them. The Parties must agree on these fees, commissions, and expenses. If these fees, commissions, or expenses are not expressed in monetary terms, the User must request the necessary information from Gate Türkiye.

11. User Feedback and User Inquiries

11.1. When the User contacts Gate Türkiye, they must provide their name, email address, Gate Türkiye account information, and any other details Gate Türkiye employees may require to identify the relevant notification, question, or complaint.

11.2. After contacting Gate Türkiye, the User may be offered a solution proposal. If the User accepts the solution proposal, it will be binding on both Parties. Providing a solution proposal or offer by Gate Türkiye does not imply that Gate Türkiye accepts responsibility for the issue. The User undertakes to act with this understanding.

11.3. If the User encounters a problem, they must first contact Gate Türkiye's Customer Support Unit to resolve the issue. If the User believes the issue remains unresolved, they should send an email explaining the nature of the issue, how they expect Gate Türkiye to resolve it, and any other relevant details. The User will receive a response via email within a reasonable time, depending on the workload.

11.4. Response times from the Customer Support Unit to Users may be significantly delayed, especially during periods of high market fluctuations and volume changes. Under no circumstances will Gate Türkiye be held liable for damages allegedly caused by service interruptions, transaction delays, or the inability of the Customer Support Unit to respond promptly. The User acknowledges and declares that they irrevocably release Gate Türkiye from liability in accordance with this clause.

12. Consultancy and Advice

12.1. Gate Türkiye does not provide Users with any investment, portfolio management, legal, accounting, tax, or other consultancy services, nor does it offer consultancy on trading techniques, models, algorithms, or business plans, even upon request.

12.2. Gate Türkiye does not accredit, supervise, audit, or evaluate any third party that may provide or claims to provide any of the aforementioned services.

12.3. Any information, charts, images, content, or documents displayed on the Platform or provided by Gate Türkiye do not constitute investment advice, professional advice, consultancy, guarantees, or commitments of any kind.

13. Evidence Agreement

13.1. Any verbal or written communication between the User and Gate Türkiye's customer support unit or any Gate Türkiye employee will be recorded and may be used as evidence in the event of a dispute.

13.2. In disputes arising from this Agreement between the Parties, data maintained by Gate Türkiye, e-archive records, all electronic information, ledgers, documents, electronic records of customer transactions, microfilms, microfiches, correspondences, and any other data, without limitation, will be considered valid, binding, conclusive, and exclusive evidence.

13.3. The User acknowledges, declares, and undertakes that this clause constitutes an evidence agreement under Article 193 of the Turkish Code of Civil Procedure No. 6100.

14. Disclaimer of Liability and Risk Disclosure

14.1. Gate Türkiye is not responsible for any content, including pricing and statistics provided on its Platform. All content on the Platform is derived from third parties and publicly available sources. This data, reports, and analyses are processed directly by software that operates without regulation or guidance and presented objectively to Users and visitors. Gate Türkiye makes no guarantees about the absolute accuracy of the content published on the Platform. All content is provided for informational purposes only and does not constitute investment advice. The User acknowledges that they cannot claim any direct or indirect compensation from Gate Türkiye for damages incurred due to such content or data.

14.2. The Platform is accessible solely for the products and services offered by Gate Türkiye. Gate Türkiye provides the infrastructure to facilitate the trading of cryptocurrencies on its Platform but does not guarantee the completion of transactions or the execution of orders placed on the Platform. Prices are determined entirely by the supply and demand dynamics for the respective cryptocurrency among transacting parties. Gate Türkiye does not set the prices that appear on the Platform. Gate Türkiye is not responsible for any direct or indirect damages, including but not limited to financial losses, loss of profit, income loss, consequential damages, positive damages, material damages, or business losses incurred by the User due to the use or inability to use the Platform. Similarly, the User cannot hold Gate Türkiye liable for any reason.

14.3. Due to the significant risks associated with cryptocurrency trading and the influence of technology and international markets, Gate Türkiye does not guarantee the availability of any specific type of cryptocurrency on its Platform. Gate Türkiye reserves the right to discontinue providing services related to a specific type of cryptocurrency on the Platform. If Gate Türkiye ceases to support or provide services for a specific cryptocurrency, it will make reasonable efforts to inform Users. In such cases, Users may not be able to convert the respective cryptocurrency into another currency but will be offered the option to transfer the

cryptocurrency to another User, Platform, or third-party site. If the User decides to transfer the cryptocurrency to another User, Platform, or third-party site, Gate Türkiye will not be liable for any expenses incurred by the User.

14.4. Gate Türkiye is not responsible for any cryptocurrency transferred from its Platform to another site, device, platform, wallet, or user. It is also not liable for any cryptocurrency sent to its wallets on the Platform that is not listed for trading. Gate Türkiye is not liable for any cryptocurrency sent to incorrect or incompatible wallet addresses. Examples of incompatible wallet addresses include, but are not limited to, the type of cryptocurrency being transferred.

14.5. As Gate Türkiye cannot identify the counterparty to any transaction performed by Users, it strongly advises Users not to send cryptocurrencies to individuals they do not personally know or trust entirely, as transactions cannot be reversed once executed. Users must take precautions when transferring and storing their cryptocurrencies and/or digital assets on the Gate Türkiye Platform or via other sites, wallets, or devices. Gate Türkiye accepts no responsibility for the misuse or theft of cryptocurrencies and digital assets. Users should educate themselves on using personal wallet services or other devices to store digital assets, including cryptocurrencies, and take additional security measures. Users should also exercise caution and take necessary precautions to ensure the security of their passwords while operating in a digital environment.

14.6. Cryptocurrency trading is highly risky and, therefore, not suitable for most individuals. Users acknowledge and accept that investing in cryptocurrencies may result in partial or total loss of their investment. It is strongly recommended that Users determine their investment amounts based on their economic capacity and risk appetite. If Users have any concerns about investing in cryptocurrencies, they are strongly encouraged to seek professional advice. In addition to the risks listed above, unforeseen risks may also arise. Therefore, before making any decisions related to cryptocurrencies, Users should carefully evaluate their financial situation and the aforementioned risks to make rational decisions. Users are solely responsible for any damages arising from these risks and irrevocably release Gate Türkiye from any direct or indirect liability.

14.7. All opinions, information, discussions, analyses, prices, recommendations, and other content on the Gate Türkiye Platform constitute general market reviews and do not provide any form of investment, financial, tax, or professional advice. Gate Türkiye shall not be held responsible for any losses, including but not limited to loss of profit, directly or indirectly caused by or connected to the information provided above.

14.8. By accessing the Platform and utilizing its services, the User acknowledges and accepts the following:

1. Trading or holding cryptocurrencies or similar digital assets entails significant risks, potential losses can be substantial, and any loss or liability incurred by the User is uninsured. Users understand the risks associated with the transactions of the aforementioned digital assets and their derivatives.

2. The User assumes all risks related to the use of the services and transactions involving the aforementioned digital assets and their derivatives.
3. Gate Türkiye cannot be held liable for any such risks or their adverse outcomes.

15. Account Closure

15.1. The User may request the complete closure of their account from Gate Türkiye at any time and for any reason without justification. This request must be made in writing to Gate Türkiye. Gate Türkiye may require certain information and data from the User to verify the identity of the person making the request.

15.2. Upon receiving the account closure request from the User, the User's account will be closed within 30 days from the date the request is received.

15.3. Account transaction details and data for a closed account will continue to be retained by Gate Türkiye for the periods stipulated by law.

16. Amendment of the Agreement

Gate Türkiye reserves the unilateral right to modify and update all terms and conditions contained in the legal texts on the Platform without prior notice, simply by publishing them on the Platform. The changes take effect and are binding from the moment they are published on the site.

17. Severability of the Agreement Provisions

17.1. If any part, provision, clause, or condition of this Agreement is declared invalid or unenforceable in whole or in part at any time by competent authorities, the remainder of the Agreement shall not be affected. If such a situation arises, the invalidated portion shall be interpreted as if it had been removed from the Agreement, and the remaining clauses will retain their validity and enforceability. The Parties agree to work on amendments that are legally acceptable and bring provisions as close as possible to the invalidated terms to ensure the continuity of the Agreement.

18. Termination of the Agreement

18.1. Gate Türkiye is authorized to close the User Account and immediately terminate the Agreement without compensation and without notice if it deems necessary based on evaluations conducted in accordance with legal regulations (including MASAK and other regulations) and its policies. If the Agreement is terminated or ended at the User's request, any balances of cryptocurrency remaining in the User Account will be converted to Turkish Lira at Gate Türkiye's prevailing exchange rate and transferred to one of the User's registered bank accounts, along with any other TL balances.

18.2. Either Party may terminate this Agreement without providing justification by giving written notice to the other Party three days in advance.

18.3. Gate Türkiye reserves the right to terminate this Agreement without any warning, prior notification, or obligation to issue such notification if the User violates any provisions or clauses of this Agreement and its annexes or acts contrary to the information and documents provided to Gate Türkiye.

18.4. Upon termination of this Agreement, the User's right to access the Platform is revoked. If the termination does not arise from any violation of this Agreement or its annexes, or the

User's account has not been used for any illegal purposes or is not under legal investigation, any assets in the User's account, if applicable, will be returned to the User within 30 days.

19. Governing Law

This Agreement shall be governed by and interpreted under the laws and regulations of the Republic of Turkey. For any disputes arising from this Agreement, the İstanbul Çağlayan Courthouse and the İstanbul Çağlayan Enforcement Offices shall have jurisdiction.

20. Acceptance and Effective Date

20.1. This User Agreement consists of 19 main articles and takes effect when the User electronically approves it after having read and fully understood each provision.

20.2. The rules and conditions contained in this Agreement presented to the User by Gate Türkiye are annexes and integral parts of the Agreement. Together, the rights and obligations in this Agreement and its annexes constitute the entirety of the Parties' rights and obligations.

20.3. The KYC & AML Policy, Privacy Policy, Personal Data Protection Policy, Clarification Text, Explicit Consent Statement, Cookie Policy, and Risk Disclosure Statement are annexes to this Agreement and integral parts of it.

20.4. Gate Türkiye reserves the right to amend or modify this Agreement, its annexes, terms of service, and operational conditions from time to time without prior notification to the User. Changes take effect immediately upon being published. The User's continued use of the site and services is considered acceptance of such changes or modifications. If the User does not accept any amended terms, they must cease using or accessing the Gate Türkiye Platform. By using and accessing the Platform, the User is deemed to have accepted and fully understood this Agreement and its annexes, including the conditions amended from time to time by Gate Türkiye.