#### CONDITIONS OF USE OF <u>www.apack.com.tr</u> AND LEGAL NOTES

#### 1. Introduction

1.1. www.apack.com.tr (the site) is operated by APACK Ambalaj Makine Sanayi ve Tic.Ltd.Şti. (Apack). Your use of the site is subject to these Terms of Use (terms of use). Where you (user) do not agree to the Terms of Use must immediately stop browsing the site. By accessing the site and its use, the user accepts the terms of use. The terms of use constitute a contract between you and Apack and cannot be changed without the Apack consent. These terms of use should be read with reference to any part of the website relating to the functioning of the same site and the services available.

1.2. Use of the site is subject to the conditions of use. The user is obliged to read the Privacy Policy and Cookie Policy of Apack.

1.3. Apack reserves the right to change the terms of use at any time, unilaterally and without prior notice. Any change will be published on the site.

#### 2. Access to the Site

2.1 Apack does not guarantee the user to any failure in substantial delays or interruptions in the operation of the line to inhibit access to the site. The user is obliged not to interfere with the operation of the site and, in particular, is committed to do not attempt to circumvent security, not to tamper with it, not to engage in acts of hacking, or otherwise does not affect in any way the operation of the site or any computer system, server, router or any other computing device. 2.2. The user will have to equip a computer that meets all the technical features necessary to use the site and is compatible with the site. Apack also cannot and does not guarantee that any content of the Website is free from infection, viruses and / or other content that has contaminating or destructive features. You are responsible for the implementation of procedures and controls regarding viruses (including anti-virus and other security checks) to satisfy its need for safety and reliability of data input and output.

2.3. From time to time, Apack can restrict access to certain functions or parts of the site to users who have registered with Apack. Apack has the right at its discretion to disable any user identification code or password, whether chosen by you that assigned by Apack, at any time, if you have violated the terms of use.

### 3. Accuracy of Information

3.1 Apack will make every reasonable effort to ensure that the information on the site is correct, but the comments and any other material on the Website are not published as information on which to rely. Apack does not guarantee that all information is correct, complete and up to date and, to the maximum extent permitted by law, Apack not be liable for any injury or damage resulting from reliance on such information by you or any third party to whom such information has been forwarded by the user.

3.2. Should the user look for inaccurate information on the site, please notify Apack which, if agreed with the relief, try to correct them as soon as possible.

### 4. Intellectual Property Rights

4.1. Any content of this site, including by way of example the text, software, photographs, videos and images, is protected by copyright. Apack, or its licensors, own copyright and / or database rights in the selection, coordination, arrangement and enhancement of such content, as well as original content. All trademarks, service marks and logos are owned or registered by Apack Ambalaj Makine Sanayi ve Tic.Ltd.Şti. Other product names or trademarks are the property of the respective owners. Except as expressly provided in the terms of use, the user shall have no rights on intellectual property rights in the ownership of Apack or its licensors. You shall not assert or groped to obtain such rights of intellectual property and may not use, copy, reproduce, publish, modify, transmit, participate in the transfer or sale, create derivative works from, or in any way exploit the name of Apack, trademarks, service marks, logos, or other properties of Apack trademarks or any other content of this website, either completely, partially, except as provided in the terms of use.

4.2. Users may download information from the site for your own personal use but not for commercial purposes. Unless otherwise provided by the copyright laws, no copying, transmission redistribution, publication or commercial exploitation of downloaded content will be permitted without the explicit consent Apack well as that of the copyright owner of such intellectual property rights. In case of unauthorized copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or commercial communication of copyright must be done. You understand do not acquire any intellectual property rights by downloading copyrighted content.

4.3. The rights granted to You under the terms of use will terminate immediately upon the occurrence of any violation of the terms of use.

### 5. Accuracy of Information

5.1 The site may contain links (hyperlinks) to websites operated by third parties. Apack is not responsible for the content of third party sites which link to the site, or that it be recalled through the site. The introduction by Apack of hyperlinks to such websites does not imply any acceptance by Apack the material appearing on such web sites or any other relation between Apack and administrators.

5.2. You may not set up hyperlinks to the site from other sites, in the absence of written agreement with Apack.

## 6. Responsibilities of Apack

6.1 To the fullest extent such liability can be excluded by law, Apack assumes no liability and makes no warranty in connection with the site, its content or the content of any other site. To the extent required by law, Apack is not responsible for any direct or indirect damages of any kind. Apack accept liability for death or personal injury caused by its negligence, for fraudulent misrepresentation or for any other liability which can not, under Turkish law, be excluded.

### 7. Compensation

7.1 You agree to indemnify and hold harmless Apack, its suppliers and their affiliates and related entities, and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, and costs (including, without limitation and within reason, attorney's fees and court costs) arising out of or relating to a breach of the terms of use or access to or use of services Apack by you. The foregoing indemnification obligation will survive the

termination of the terms of use as well as the cessation of operation of Apack services or of any product or service provided by Apack.

## 8. User Content provided

8.1 Unless otherwise prescribed by the Conditions of Use or the Privacy Policy or Cookie Policy by Apack, any communication or content transmitted by the user to Apack through Apack services, electronic mail or otherwise, including, without limitation, any competition or lottery, images, photographs, videos and audio files, essays, questions, comments, suggestions, or the like, is and will be treated as non-confidential and non-proprietary and may therefore be used by Apack, its suppliers, or their affiliates or affiliated entities for any purpose, including without limitation, reproduction, modification, disclosure, transmission, publication, broadcast, advertising and also for promotional purposes through any media without additional authorizations, approvals, payments, or another, if not prohibited by law. Moreover, Apack, its suppliers and affiliates as well as their related entities will be free to use any ideas, concepts, know-how or techniques contained in any communication sent by you to Apack through Apack services for any purpose, including, without limitation , development, marketing products or services using information contained in this communication.

### 9. Withdrawal

9.1. The terms of use are effective until termination by Apack. Apack may withdraw from the conditions of use at any time without notice, even partially with reference to only one of the services offered by Apack. In case of withdrawal, the user is no longer authorized to access such services Apack, and the rights and obligations of members and to the content to the waivers, allowances limitations of liability set forth in the terms of use shall survive the termination of the effects of the conditions of use.

9.2. Apack also have the right, to terminate without notice and at any time some or all Apack services or any part thereof, or products or services offered through them, or prevent anyone from accessing or using the Apack services or any part thereof.

### 10. Compliance with Law

10.1 You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of Apack services. You must be at least 18 years old to use the Apack services.

## 11. Miscellaneous

11.1 If a part of the terms of use were to be unenforceable, all other parts remain valid and enforceable between the parties.

11.2. The terms of use are subject to the law of the Turkish Republic and all disputes relating to those investigations, the site will be subject to Turkish jurisdiction.

11.3. Apack is a company with registered offices in Ferhatpasa Mahallesi 22.Sokak No.43, 34888 ATASEHIR ISTANBUL – TURKEY Tel: +90 216 661 33 71 Fax +90 216 661 33 70. All formal communications should be sent to the following email address Apack <u>info@apack.com.tr</u> 11.4. The failure by the Apack of his right does not entail waiver of such.

# 12. Contacting Apack

If the problems occur using the site, please do not hesitate to contact Apack in one of two ways:

- By writing to the following address:
  Ferhatpasa Mahallesi 22.Sokak No.43, 34888 ATASEHiR ISTANBUL TURKEY
- By writing via email to the following address : info@apack.com.tr