

## USER AGREEMENT (TERMS AND CONDITIONS)

**Thank you for preferring the Trumore Mobile App and Togg Website (hereinafter referred to as “Trumore”). Before using the Trumore, please read these terms and conditions carefully.**

This User Agreement (“**Agreement**”) is signed between the individual user of the **Trumore** (“**You**” or “**User**”) and Türkiye’nin Otomobili Girişim Grubu Sanayi ve Ticaret Anonim Şirketi (“**Togg**” or “**Company**”) which is located at *Bilişim Vadisi, Muallimköy Mah. Deniz Cad. No:143/1, 41400 GEBZE / KOCAELİ* to regulate the terms and conditions regarding access and use of the services (“**Services**”), which are detailed below, provided through the **Trumore**.

Before you start using the Services, you must have read this Agreement on the sign-up screen during your sign-up to the **Trumore**, and if you complete the sign-up process, you will be deemed to have read and accepted this Agreement.

**Togg** may change the services provided in the **Trumore** and the terms of the Agreement partially or completely. These changes will be updated first in the **Trumore**, then sent to your registered e-mail address on the system and/or sent to you via push notifications. You are deemed to have accepted these changes by continuing to benefit from the services after the change notifications we have sent to you. The changes will take effect on the date specified in the notification, or within 7 (seven) days of the notification being published in the **Trumore**.

### GENERAL PROVISIONS

**Trumore** is a platform that allows Users, who download the application or visit the website, to use the services listed below partially or completely without being required to own a Togg Smart Device. **Trumore** works in tandem with the Togg Smart Device to transform it into a new generation smart mobility device.

**Togg** will request some information during sign-up that may be needed to provide services in the **Trumore**. Without prejudice to the Togg Wallet services, we do not apply any confirmation procedure regarding the accuracy of this information, except for the phone number and e-mail address. In this respect, you are responsible for the accuracy and up-to-dateness of the

information you provide while signing up for the **Trumore**. After filling in the information requested during sign-up, if you click the "Create Account" button, your membership will be completed, assuming that you have accepted the terms and conditions set forth in the Agreement.

It is your responsibility to protect the confidentiality of the password you have registered with the system during your membership, and **Togg** does not accept liability in any way if the password is shared with others or organizations.

By completing the required verification, you have the opportunity to change your personal information from the "Profile" tab, and your password information from the "Account Settings" tab at any time within the **Trumore**.

Unless otherwise stated, **Togg** provides the Services included in the **Trumore** free of charge for the purpose of transforming the Togg Smart Device into a new generation smart mobility device, and does not make any commitment that the Services will meet your expectations.

If you want your account, which was created as a result of your membership defined in the **Trumore**, to be deleted, you can click the "Delete My Account" button in the "Profile" tab.

The results generated through the calculators on the "Discover" screen of the **Trumore** may vary, as the battery specifications of the Togg Smart Device are calculated based on the average use of fuel and electricity prices from official sources. **Togg** has no responsibility in this regard.

**Togg** takes all necessary measures in its systems to protect the **Trumore** from viruses and similar software. Accordingly, **Togg** does not accept any responsibility for errors that may arise from the User's software and operating systems and their direct or indirect consequences.

Togg does not accept any liability for User comments and shared messages made within the **Trumore**. If the **Trumore** is used in violating moral rules, disrupting public order, violating the personal rights of others, infringing on the intellectual property rights of **Togg** and/or others, **Togg** may suspend the account of the User who engages in such actions or cancel its membership by terminating the contract.

## **SERVICES**

### **1. Tru ID**

Tru ID is a unique identification number that will be provided free of charge during membership in the **Trumore**, through the **Trumore**, or with the screen to be located in the Togg Smart Device, given to the User in order to benefit from the services provided under the terms of the Agreement, and if any, can be matched with the Togg Smart Device.

Through Tru ID, **Togg** aims to recognize the User's mobility experiences, empathize with the User, and develop proposals in accordance with the User's needs. **Togg** acts in compliance with the conditions set out in the "Protection of Personal Data" clause below and the Law on the Protection of Personal Data No. 6698 ("**KVKK**") within the scope of this Service, which it offers to improve mobility.

In case that the User owns a Togg Smart Device, he/she will be able to integrate the Tru ID with the Togg Smart Device and benefit from additional services provided by **Togg**, including after-sales support services.

## 2. **Togg Wallet**

Togg Wallet is a tab within the **Trumore**, that contains the Digital Asset Wallet and Togg Digital Wallet.

The Tru ID owner/User can begin exploring the NFT Offering Platform with its Digital Asset Wallet without logging into a new platform, and places bids on digital artifacts with Avax in the Digital Asset Wallet. The User will be able to store the NFT's purchased with Avax in the Digital Asset Wallet or share them with anyone they want.

Togg Digital Asset Wallet does not perform any crypto asset sales activities. The User will be able to transfer Avax to the Digital Asset Wallet via any stock exchange or wallet.

While creating the Digital Asset Wallet, an authentication process will be conducted via the information obtained from the form to be filled out by the User at the first stage through the NVI Identity Sharing Platform, pursuant to the Know Your Customer Principles, within the scope of Article 6 and 6 (a) of the Regulation on Measures Regarding Prevention of Laundering Proceeds of Crime and Financing of Terrorism, and General Communiqué of The Financial Crimes Investigation Board (Serial No. 19). After this process is completed, the artificial intelligence-assisted authentication process will need to be completed through the user-uploaded T.C. ID card photo and a selfie. Following successful validation processes, the User will be able to access the Digital Asset Wallet.

You can conduct your payment transactions for other services within the **Trumore** by transferring the balance via the Togg Digital Wallet.

**Togg** operates with Turkcell Ödeme ve Elektronik Para Hizmetleri A.Ş. (“Paycell”), which is governed by the Law on Payment and Securities Settlement Systems, Payment Services, and Electronic Money Institutions No. 6493 in order to provide Togg Wallet services. Paycell is responsible for providing payment services and carrying out payment service processes in accordance with the applicable legislation.

The User must be at least 18 (eighteen) years old to benefit from the Togg Wallet services. In this context, **Togg** will conduct the authentication process remotely within the scope of Article 6 and 6 (a) of the Regulation on Measures Regarding Prevention of Laundering Proceeds of Crime and Financing of Terrorism, and General Communiqué of The Financial Crimes Investigation Board (Serial No. 19).

### **3. Create Your Own Device and Pre-Order**

You can design your Togg Smart Device in accordance with your needs and tastes in terms of colour, interior equipment, exterior equipment, etc. via the "Create Your Own Device" tab on the **Trumore** and you can create your pre-order for Togg Smart Device from the "Pre-Order" tab through the Togg Wallet. Price differences for your Togg Smart Device, which is designed in accordance with your choices, will be reflected in the recommended turnkey price, and the turnkey price may differ on the delivery date. You can review the **Pre-Order Agreement** for more detailed information regarding pre-order.

### **4. ToggCare**

**Togg** provides its users with the ToggCare service for the solution of any questions or problems related to the Togg Smart Device and/or **Trumore** via the **Trumore**. Within the scope of ToggCare, the User will convey the questions or problems to Togg via the form in the "Contact Us" tab, and then the Togg call center employees will contact the User. The User will also be able to reach the ToggCare service through the "Chatbot" tab.

**Togg** will try to resolve the inconvenience reported by the User within a reasonable time period. However, **Togg** does not commit an absolute solution to the User within the ToggCare service.

### **5. Trumore-go**

**Togg** aims to provide road and map information support to the User through Trumore-go. The User will be able to access their favorite locations more easily by recording the addresses they frequently visit, such as home and workplace.

The navigation service provides the route information you request based on the images taken from the satellite, **Togg** does not make any commitment regarding the road and map information it offers on these platforms. The User will not be able to use Navigation to create other content, products, or services that may violate the obligations in this Agreement.

In order to benefit from the Navigation service, the User must allow the location information to be accessed by the **Trumore**. However, the User can change the preference for accessibility to location information at any time via device settings.

The User has the right to win magnets in each of the 81 provinces where he/she travels at least 10 km. The magnet gain can be turned off by the User from the “Account Settings” tab of the **Trumore**. However, by turning off the magnet gain, the previously acquired magnets will not be deleted directly, and the User must delete the magnets he/she has acquired one by one.

## **INTELLECTUAL PROPERTY RIGHTS**

Economic rights, such as the right of adaptation, reproduction, distribution, and communication to the public by devices enabling the transmission of signs, sounds, and/or images, which are regulated under Articles 21 to 25, and moral rights, such as the right to disclose the work to the public, the right to designate the name, the prohibition of modification, and the right of the author against persons who own or possess a work, which are regulated under Articles 14 to 17 of the Law on Intellectual and Artistic Works No. 5486, within the scope of the software and design of the **Trumore**, belong to **Togg**.

Unauthorized use of trademarks, designs, patents, and content (information, pictures, logos, brands, and icons) displayed in the **Trumore** and protected by **Togg**, is prohibited in accordance with the Industrial Property Law and the Law on Intellectual and Artistic Works.

## **PROTECTION OF PERSONAL DATA**

**Togg** acts in accordance with the KVKK in the processing and transferring of your personal data, gives great significance to the security of your personal data, and takes technical and administrative measures that are compatible with current technological developments in accordance with Article 12 of the KVKK.

The personal data we collect through the **Trumore** will be processed by **Togg** within the scope of the contractual relationship and the provision and development of the Services provided in the **Trumore**, limited to the purposes of monitoring user movements through the **Trumore**, conducting marketing and analysis activities, conducting customized user satisfaction activities, improving the user experience, profiling, creating a personalized user experience, making promotional suggestions, and recommending **Togg's** products and devices according to the tastes, usage habits, and needs of the Users.

You can review our **Privacy Notice** to learn about the personal data you have provided within the scope of membership, the purposes of processing and transferring this personal data, your rights as a data subject regulated in Article 11 of the KVKK, and the details of the application methods to **Togg**. In addition, you always have the opportunity to update your personal data, which you provided when you signed up for **Trumore**, from the "Profile" screen.

### **THIRD PARTY APPLICATIONS**

**Togg** may link to some third-party applications and/or websites within the **Trumore** to facilitate accessibility. **Togg** does not make any commitment that the third-party applications and/or websites will operate continuously and flawlessly. The links are provided to you solely to facilitate accessibility, and **Togg** does not accept any liability in any way regarding the services promised to be provided, privacy, or security on third-party applications and websites.

### **RESOLUTION OF DISPUTES**

In case of any dispute arising from the implementation or interpretation of the Agreement, Turkish Law applies to the resolution, and the Gebze Courts and Executive Offices will be authorized.

Complaints and objection procedures stipulated by KVKK in requests regarding personal data are reserved.

### **OTHER PROVISIONS**

This Agreement shall remain in effect until the User unsubscribes from the **Trumore** "Account" screen or the User's membership is revoked under the terms set forth by **Togg** in the Agreement.