

TERMS & CONDITIONS

1. PARTIES

The following terms and conditions (“T&C”) are applicable between any customer and visitors (“User”) accessed to www.phoenicnode.com website (“the Website”) and Phoenic (“Phoenic”, “our”, “us” or “we”).

2. WEBSITE

www.phoenicnode.com

3. SUBJECT AND SCOPE

The subject matter of this T&C is the determination the conditions for using the services offered through the Website and the rights and obligations of the Parties within this scope. By using the Website, the customer and visitors (“User”) accepts the T&C ser agrees to any arrangements regarding the use of the Website. The Users accepts, declares and undertakes to act in accordance with the T&C.

4. TERMS OF SERVICE

4.1. The User accepts and declares that in order to use the Website, a compatible and internet-connected mobile device with sufficient hardware and software features is necessary and that these criteria may change with the technological developments.

4.2. In order to benefit from the services offered through the Website, the User must register to the Website.

4.3. No fees will be charged to the User while registering to Website. The User accepts and declares that he/she is personally responsible for all kinds of communication and communication expenses incurred during the use of the mobile application and that the Phoenic will not be responsible for these fees.

4.4. Phoenic reserves the right to make changes on the Website and on the T&C at any time.

5. TERMS OF USE AND OBLIGATIONS

5.1. The User is obliged to enter and keep up to date the information requested when using the Website. Phoenic has the right to request additional information and documents from the User within the scope of registration. The User accepts and declares that all kinds of responsibility arising from the incompleteness or inaccuracy of the information shared within this scope belong exclusively to the User.

5.2. The User accepts and undertakes that while using the Website and third-party services, the User will act in accordance with the T&C, third-party T&Cs, applicable legislation and will not use the Website in violation of these rules.

5.3. The User accepts, declares and undertakes that the account he/she created through to Website will be used only by the relevant User. The User is solely responsible for the security of the username and password information of the account and all transactions to be carried out through the account shall be deemed to be performed by the User. The User agrees to inform Phoenixic without undue delay in the event of a seizure of passwords to the account or any security problem with the account.

5.4. The User accepts and declares that the User is solely responsible for the security and use of the mobile device and/or operating system on which the Website is accessed through, and that Phoenixic is not responsible for any financial, material, moral etc. damages that may arise due to this and / or related reasons.

5.5. The User accepts and undertakes to comply with the obligations stated in the T&C, applicable legislation, and other rules and policies to be published by Phoenixic on the Website. Legal and criminal responsibility for each transaction and action performed by the User through the Platform in accordance with the applicable legislation belongs exclusively to the User.

5.6. Phoenixic may unilaterally cancel transactions that are carried out in error/delay as a result of technical errors that may occur on the Website during the. In this context, the User will not make any claims for Phoenixic.

5.7. If it is determined that any suspicious transaction has been committed by the User, Phoenixic will notify the relevant authorities and organizations and may suspend the User's account, unilaterally terminate this T&C and prohibit User's access to the Website. All legal, administrative and criminal responsibility for suspicious transactions belongs to the User. The User accepts, declares and undertakes to indemnify Phoenixic for all damages that may be caused by Phoenixic due to suspicious transactions.

5.8. The User is personally responsible for any legal and tax liabilities that may arise in connection with the use of the Website and Phoenixic cannot be held responsible in any way. The User is obliged to fulfill the aforementioned responsibilities and obligations completely.

5.9. Phoenixic does not warrant that the use of the Website is uninterrupted and error-free. Phoenixic does not guarantee the uninterrupted use of the Website and but will take the necessary measures in this context. The User agrees that access to the Website may be blocked from time to time due to planned or urgent maintenance operations.

5.10. The accuracy of the information to be shared by Phoenixic through the Website is not guaranteed. The information in question may be contradictory or inconsistent, and

Phoenic will not be responsible for such a situation under any circumstances. Phoenic makes no warranties or promises of results as to the availability, performance, sufficiency for a particular purpose, profitability, etc. of the Website.

5.11. In order for the Website to be used more effectively or easily by the User, it may be necessary for the User to use another application, software or hardware with which the Website is integrated. In such cases, Phoenic shall not have any responsibility for the legal relations that the User may enter into with the persons or institutions that are entitled to the application, software or equipment online, electronically or de facto.

5.12. Phoenic shall have the right to suspend the User's account without notice or unilaterally terminate the T&C due to the User's breach of its obligations under this T&C and applicable legislation. In such cases, User may not claim and refund and/or indemnity.

5.13. Phoenic shall not be held liable for any losses incurred due to the fault of the User.

5.14. You may use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

6. POLICIES

Phoenic may publish various policies and procedures regarding the use of the Website, update them in accordance with regulatory changes and/or at its sole discretion. The User is obliged to act in accordance with the procedures required to be fulfilled by the applicable legislation policies during the usage of the Website and to fulfill the requirements of these. The User shall not object to the fact that such policies limit the rights under the T&C and agrees in advance to comply with the policies that may be published on the Website by approving this T&C and using the Website.

7. INTELLECTUAL PROPERTY RIGHTS

The rightful owner or license owner of any materials published on the Website and the intellectual and industrial property rights related to them is Phoenic and these materials are under legal protection. No material published through the Website may be used without Phoenic's prior written consent. The whole or part of the Website may not be used in another platform without permission. All intellectual and industrial rights of Phoenic not expressly stated herein are reserved.

8. OTHER PROVISIONS AMENDMENTS

Phoenic may modify this T&C at any time it deems appropriate by publishing it on the Website. The amended provisions of T&C shall become effective on the date of publish, and the remaining provisions shall remain in full force and effect and shall continue to give rise to their provisions and consequences.

FORCE MAJEURE

In all cases where force majeure is legally required, Phoenic shall not be liable for late or incomplete performance or non-performance of any of the acts specified in this T&C. The term force majeure; natural disasters, riots, wars, strikes, epidemics, communication problems, infrastructure and internet failures, improvement or renovation works related to the system and malfunctions that may occur as a result of this, including but not limited to power outages and bad weather conditions, shall be construed as unavoidable events beyond the reasonable control of the relevant party and which the Phoenic cannot prevent despite the necessary care. In the event that a force majeure situation lasts more than 1 (one) month, and the parties are unable to fully and/or properly fulfill any of their contractual obligations due to this reason, Phoenic may terminate this contract without any notice or precaution.

EVIDENCE

The parties accept, declare that in disputes that may arise from this T&C, Phoenic's books and records, computer records, electronic and system records kept in the database and servers, commercial records, fax messages, instant messaging applications correspondence, e-mails, social media correspondence shall constitute valid, binding, conclusive and exclusive evidence and that these shall constitute conclusive evidence contract.

NOTIFICATIONS

Phoenic will contact the User through the contact information provided by the User when registering. The User is obliged to keep his/her contact information up to date, otherwise Phoenic will not be responsible for any loss of rights that may occur. The notifications that will be made by the User should be directed to support@phoenicnode.com

SEVERABILITY

If any provision of this T&C becomes invalid or unenforceable, in whole or in part, the other provisions of this T&C shall remain in full force and effect.

DISCLAIMER

T&C IS A LEGAL AGREEMENT BETWEEN THE USER AND PHOENIC.

PHOENIC IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS STATED IN THE AGREEMENT ONLY UPON THE CONDITION THAT USER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING PRIVACY POLICY AND THE POLICIES AND PROCEDURES PUBLISHED THROUGH THE WEBSITE.

9. EFFECTIVE DATE

The effective date of these Purchase Terms is June 2024