

The web/mobile pages on [www.sigortakupu.com](http://www.sigortakupu.com) and/or [m.sigortakupu.com](http://m.sigortakupu.com), and all connected web/mobile pages ("Website") belongs to Dinkal Sigorta Acenteliđi A.Ş. ("Company") at the address of MİRALAY ŞefikBey Sokak No:11 Kat 2-3 Gümüşsuyu Beyođlu İSTANBUL, and is operated by the Company. The company operates pursuant to the relevant Insurance laws with the plate number of T08527SSV3 registered in Istanbul Chamber of Commerce.

**Please read this Agreement carefully before using our Website.**

**By visiting this website and/or using the services offered in the Website, you ("User") accept that you are subject to all terms and conditions in this Agreement, the terms and conditions of the "Confidentiality Policy", which is an integral part of this Agreement, and all other guidelines in the Website; by using the services in the Website and continuing to use the Website you accept that you have the right, power and legal authority to execute Agreements pursuant to your laws and you are over 18 years old or you are a parent or legal representative, you have and understood the Agreement, and that you will adhere to the abovementioned terms, conditions and guidelines.**

**In case you do not accept these terms, conditions and guidelines, you should not access and use the Website, and if you have started to use the Website, you should immediately cease using.**

This Agreement and its integral parts puts the Company and the User (hereinafter together referred to as "Parties") under rights and obligations regarding the Website, and when the User accepts this Agreement as mentioned above, he/she accepts and declares that she/she will perform abovementioned rights and obligations in full, accurately, in time and pursuant to the terms, conditions and guidelines contained in this Agreement and its integral parts.

Sigortakupu.com may obtain information regarding the users/members and the use of [www.sigortakupu.com](http://www.sigortakupu.com) website and [m.sigortakupu.com](http://m.sigortakupu.com) mobile website by the users/members through a technical communication file (Cookie). However, in case the users desires so, they can change the configurations of their web browsers so that technical communication file cannot be obtained or a notification is given whenever a technical communication file is sent.

## **1. Sigortakupu.com and/or m.sigortakupu.com**

The Company owning the website is an insurance agency organization bringing together the real or legal entities who want to be insured and the Insurance Companies who will take out the insurance policies, bringing together the ones who want to get insured and the Insurers, and mediating in the insurance agreements.

The company conducts the preparations before the execution of insurance agreement, and when needed, mediates in the performance of these insurance agreements and/or payment of damages and/or compensations.

## **2. Who Can Use the Services of the Website**

All real and legal entities who have the right, power and legal authority to sign Agreements pursuant to their laws, and who are over 18 can use the services offered by the Website. People under 18 or minors, restricted people or people under incapacity can only use the services through a parent or legal representative.

The user should enter his/her real name or title, address, contact number and valid credit card information to the system so as to execute and Insurance agreement. The user may make request for insurance agreement on his/her behalf and/or on others' behalf.

## **3. Effectiveness of the Agreement**

**This Agreement shall take effect when the User enters the Website and checks the box saying "I have read and accepted the Agreement", and when the Agreement is drawn up, simultaneously the User will empower the Company to act on behalf of himself/herself before the Insurers.**

## **4. Rights and Responsibilities of the Company**

- a. The Company's responsibilities is limited to providing services for the drawing up the insurance agreement stated in the Website and agreed to be given by the Company, and when needed, to being and mediator for the payment of damages. The rights and responsibilities arising from the insurance agreement belongs to the parties of the insurance agreement, and in the execution and consequences of these and in other issues, the Company has no responsibilities.

- a. All information regarding policy terms, insurances, premium ratios and amounts are information taken from the Insurance Companies. **The Company has no responsibilities regarding these.** In case the Insurers changes these conditions, no claims can be made from the Company regarding this issue. **The Company cannot guarantee that the Insurers will provide a policy with the conditions contained in this Website.** Valid policy conditions will be the conditions contained in the agreement to be drawn up by the Insurer.

**All issues regarding the changes in policy conditions and the prices, the payments of damages and the execution of the policy will be under the Insurer's responsibility as per the laws, regulations and other legislation the Insurers are subject to.**

- a. The Company is not liable and responsible to control the information content sent to the Website by the User or uploaded, amended or provided on the Website by the User, to investigate the accuracy, or whether there are any acts or situations illegal, to warrant and guarantee the security, accuracy and legitimacy of these, and the Company shall not be held accountable for any damages that may arise in case abovementioned information and content is deficient, incorrect, wrong and/or illegal.

The fact that the Insurer or User gets services from the Company does not mean that the Company will guarantee their actions. Therefore, **the Company has no responsibility for the debts on the policy.** Insurance coverage is only offered by Insurers. The Company does not provide insurance coverage but only act as a mediator between the Insurer and User to make an agreement.

- a. **The Company is completely free to accept or reject to give the services offered in the Website. The Company may suspend or cease the Website or the services on the Website when and if deemed necessary. The Company shall have no responsibilities against the Users due to the temporary suspension or cease of the services, blocking some part or the entirety of the Website, or changing some part or the entirety of the Website.**
- a. The links to and from the Website does not mean that the Company has any legal relations with such persons or organizations, or guarantees the actions and accountabilities of such persons and organizations, or has given these such persons and organizations any authorizations of any kind, or is responsible for their actions and transactions.
- a. **All information and documents contained in this Website is offered by the Company only for information purposes, and the Company does not guarantee their accuracies and contents. The Company may change the information and documents at any time without prior notice. The Company will not, under any circumstances, be held responsible for any direct and/or indirect pecuniary, non-pecuniary and other damages, the damages and expenses the third parties may suffer due to the transactions made based on these information and documents.**

- a. The Company and/or Company employees will not be responsible for any damages that may arise during the use of the Website including without limitation to damages, losses or expenses arising from fault, error, deficiency, interruption, delay in transfer, computer virus, line or system failure or force majeure even if the Company and/or the Company employees were informed of the possibility of such damages.
  
- a. **The Company has taken necessary precautions for protection from viruses, however no guarantee is given on this regard. The User is liable to take the necessary precautions for protection from viruses.**

## **5. Rights and Responsibilities of the User**

- a. The User is responsible for all transactions made on the Website with account name, number, password or identification number, all prone numbers, e-mail or similar ways. The User is liable to keep the account name or number and the password given to him/her safe, and not share with third persons. The User may request change of account number or password if needed.
  
- a. The User warrants and undertakes to obey the rules when using the Website. The User warrants and undertakes that he/she will not engage in unfair competition, and the User will be responsible for all pecuniary and non-pecuniary damages that may arise from actions such as giving false statements, concealing current damages and posing them as they happened later and using fake names and credit cards to gain unfair advantage. The Company is entitled to ban the User from entering the Website, filing a claim and any other actions that may be deemed fit to prevent such actions.
  
- a. The User accepts, declares and undertakes to provide all information asked accurately and complete. The User is responsible for the timeliness of all information including contact information stated to the Website during the term of membership. The User will be fully responsible for any problems that may arise in case the information is not up-to-date, complete and accurate. Besides in such case the Company may cease the User's membership without giving notice.
  
- a. The User accepts and declares that he/she has consented the Company and its subsidiaries to send messages such as product introductions, advertisements, campaigns, promotions, announcements and similar marketing material via e-mail, telephone, cell phone, mail, printed documents and similar communication methods to the contact information given to the Website and/or to our Company Line numbered +90 0212 393 01 11.

**In case the User does not wish to accept the abovementioned e-mails, he/she can easily be removed from e-mailing list by clicking the link saying "Click if you do not want to get Sigortakupu.com bulletins", sending an e-mail to [noreply@sigortakupu.com](mailto:noreply@sigortakupu.com) or calling our Insurance Support Line numbered +90 0212 393 01 11. In case the User does not want to get other messages or does not want to be called, he/she can easily be removed from messaging and/or calling list by sending e-mail to [noreply@sigortakupu.com](mailto:noreply@sigortakupu.com) or calling our Company Line numbered +90 0212 393 01 11. The Users who are logged on can**

**personally make these updates from membership information page. Each User may switch the contact information to the status "I want to get messages and/or calls again" at any time.**

- a. The Website cannot be used in illegal and non-ethical ways that contains defamation, insult, malice breaching third person rights. The User are under legal and criminal liability for the transactions they make on the Website. The Company is entitled to remove such content and end the membership of the User who acted such way without the need to notify priorly.

## **6. Intellectual Property Rights**

All Rights Reserved ©

- a. All proprietary and non-proprietary intellectual property rights contained in this Website such as title, business name, brand, patent, logo, design, information and method belongs to Sigortakupu.com or the stated owner, and they are under the protection of international law. Visiting this Website or using the services contained in this Website does not give any rights on such intellectual property rights. The User accepts, declares and undertakes not to breach any such intellectual property rights by using visiting or using the Website.
- a. Using any of the information contained in the Website, including reproduction, translating them into another language, storing or processing them is subject to prior permission and consent from the Company. Therefore, information contained in this Website cannot be reproduced, published, copied, presented and/or transferred in any way without the written consent of the Company. Part of entirety of the Website cannot be used in another website without consent. It is prohibited to provide links to this Website without the consent of the Company.
- a. **The Company has the right to use the options and suggestions sent by the Users on the Website, through e-mail or other methods. Therefore the Users cannot make any claims.**

## **7. Start of Insurance Coverage**

Insurance coverage will be effective when the insurance policy is drawn up by the insurance company on agreed conditions, cash is deposited, the premium agreed on is paid, and it will be valid on the conditions contained in the policy special and general conditions.

## **8. Confidential Information**

- a. The Company employees and/or the employees of the Insurers can access the personal information given by the user through the Website, e-mail or other methods (all personally identifiable information such as name and surname, identification number, address, all phone numbers, e-mail address) so as to perform the services requested by the User, and to the extent that necessary.
- a. The Company may use the personal information of the User to determine a client profile, to offer promotions and campaigns for the client profile, and to conduct statistical studies.
- a. **In case the User participates in various campaigns and draws to be made on the Website, the User accepts, declares and undertakes that the Company may share his/her required personal information with the relevant people and organizations.**
- a. The content of all posts to be sent to the User and their records (time of sending, medium of sending, sending address/number) will be kept by the Company to present to the Ministry of Customs and Commerce when needed and/or requested.
- a. **Even though the Company takes the necessary information security measures, in case the personal and/or confidential information is damages due to attacks made to the Website and/or the system, or third parties gets hold of such information, the Company will have no responsibility.**
- a. In case the User information is duly requested by official authorities, and it is compulsory to make a statement to official authorities pursuant to the current compulsory legislation provisions, the relevant information can be disclosed to the official authorities by the Company. This shall not be considered as violation.
- a. The User information will be stored until a future date to be determined at any time for the needs of the Company and/or for technical requirements. In case the membership of the User is terminated, the user can requests the information to be deleted by simply sending an e-mail to noreply@sigortakupu.com, or by calling our Company Line on +90 0212 393 01 11.

## 9. Amendments to the Agreement

The Company reserves the right to make amends to this Agreement, the "Confidentiality Policy" and any other guidelines contained in the Website at any time. Such amendments will be effective and binding as soon as they are published in this Website. The User is liable to follow the amendments. The Company is not liable to separately inform the User of the amendments. The User agrees to these amendments by continuing to use the services in this Website.

## **10. Notification**

All notifications to be sent regarding the services offered in this Website will be sent to the known e-mail of the Website and the e-mail address the User states in the membership form. The User accepts, declares and undertakes that the address he/she stated during the membership process are valid notification addresses, and that he/she will make updates in the Website in case of any address changes.