

PSTS TERMS OF USE

1. GENERAL

Welcome to <https://psts.aricetech.com> (hereinafter referred to as the "Platform" or "Site" or "we" or "us"). The Platform is offered to you conditioned upon your acceptance without modification of the terms, conditions and notices contained herein (the "Terms"). Your use of our Platform means that you agree to all these Terms.

Our Platform is owned and operated by Arice Technology Ltd., whose office is located at Kızılırmak Mahallesi Nex Level Office, Çankaya ANKARA 06540 TURKEY. Our company provides an online platform where users/subscribers (hereinafter referred to as "You", "Your") can upload images or videos that can be accessed by other users who are allowed by the subscriber to access the account on which the photos and/or videos were uploaded. The main purpose of this platform is to keep a secure record of the packages (goods to be transported) that are properly uploaded by the uploader, and the image or video serves as a proof for this. (collectively, the "Services").

By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (the "Terms"). These Terms govern your access to and use of the Site and Services and all Aggregated Content and constitute a binding legal agreement between you and us.

Please read these Terms carefully and our Privacy Policy, which can be found on the <https://pstssupport.aricetech.com/lawdocument/> and is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from the Site or otherwise continue to use the Site. Your failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

Use of this Platform constitutes your consent to an agreement to abide by the most current version of these terms and conditions (the "Terms"). We may revise these terms and conditions at any time by updating the Terms. You agree to be bound by any subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up-to-date version of the Terms will always be available for you to review under the "Terms of Use" link that appears at the bottom of the Platform.

This platform reserves the right to recover service fees, collection fees, and attorneys' fees from individuals who use the Site fraudulently. This platform reserves the right to take legal action against such persons for fraudulent use of the Site and any other illegal acts or acts or omissions that violate these terms and conditions.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE GOVERNING THE JURISDICTION AND VENUE OF DISPUTES.

PSTS TERMS OF USE

BY USING THIS PLATFORM, YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ALL SUCH INCIDENTAL DOCUMENTS AND LINKS SHALL BE DEEMED TO HAVE BEEN ACCEPTED TOGETHER WITH THESE TERMS. YOU AGREE TO USE THE PLATFORM ONLY IN THE EVENT OF A STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS, AND ANY ACTION OR UNDERTAKING MADE NOTWITHSTANDING THESE TERMS WILL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN USERS AND US. BY ACCESSING THIS PLATFORM, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

2. DEFINITIONS AND INTERPRETATION:

I. "Agreement" means the terms and conditions as detailed herein including all Exhibits, privacy policy, other policies mentioned on the platform and will include the references to this agreement as amended, negated, supplemented, varied, or replaced from time to time.

II. "SUBSCRIBER" / "USER" means a person who subscribes to the services provided by the platform or is granted access by a subscriber to use the platform.

III. "Account" means the accounts created by the users on our platform to use the Services provided by us and require information such as name, email address, password, contact number etc.

IV. "Content" means text, graphics, images, music, audio, video, information, or other materials.

V. The official language of these terms shall be English.

VI. "Platform" means and refers to the [website https://psts.aricetech.com](https://psts.aricetech.com), Android and IOS applications, as well as other software provided by the company.

VII. Headings and subheadings are for convenience only and will not be used for interpretation purposes.

3. MEMBERSHIP ELIGIBILITY:

I. Use of the Site is available only to persons who can enter legally binding contracts under applicable law.

PSTS TERMS OF USE

II. Our platform is only available to users over the age of eighteen. If we determine that any account is operated by a user under the age of eighteen, we reserve the right to disable that account or limit its access.

4. REGISTRATION:

I. Our Services are only available to registered users.

II. To use our services, you will need to create an account with us.

III. If you choose to make an account on the platform, then you must register for an account with us (an “Account”) and provide certain personal information such as name, email address, address, contact number and password.

IV. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Our platform cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your account access credentials. We encourage you to use a “strong” password (a password that includes a combination of upper- and lower-case letters, numbers, and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.

V. You agree to provide and maintain accurate, current, and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.

VI. When creating an Account, do not:

a) Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person’s permission;

b) Use a username that is the name of another person with the intent to impersonate that person;

PSTS TERMS OF USE

c) Use a username that is subject to rights of another person without appropriate authorization; or

d) Use a username that is offensive, vulgar, or obscene or otherwise in bad taste.

VII) We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false, or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your account is no longer secure, you must notify us immediately infopsts@aricetech.com.

VIII) You may not transfer or sell your PSTS account and User ID to any other party.

IX) Our Services are not available to temporarily or indefinitely suspended members. Our platform reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our platform reserves the right to refuse service to anyone, for any reason, at any time.

X) One individual can own only one account in his/her name using a single email id.

XI) You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our platform's policies as stated in the Agreement and the platform policy documents published on the Platform as well as all other operating rules, policies and procedures that may be published from time to time on the Platform by Company.

5. SERVICES:

I. Our platform is an online platform via which users can upload pictures or videos of loaded packages so that these can be used to prove that the loading was done properly or not at various stages of supply chain.

II. The main purpose is to identify the point at which the damage if any has occurred.

III. The service is subscription based.

IV. The entity can choose a subscription package available.

PSTS TERMS OF USE

V. The entity can allow access to the subscription to the people involved in the supply chain who can then upload or access the pictures or videos using their accounts.

6. ACKNOWLEDGMENTS/REPRESENTATIONS AND WARRANTIES BY USERS:

I. Users understand that a good internet connection is extremely important to be able to use the service provided.

II. The platform is not responsible for inferior quality images or videos uploaded by users, and there is no way to control the quality of uploads.

III. By using the platforms, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction which restricts the use of the platforms because of age or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the platforms. Without limiting the foregoing, the Website is not available to persons under the age of eighteen.

IV. By using the platforms, you agree that while each individual Picture and or Video on the Website may be used commercially, the presentation and collection of these Pictures and or Videos is copyrighted by the Company, and therefore may not be used, altered, or copied in any manner.

7. USER DATA:

I. The user shall own all rights, title, and interest in and to all the user Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the user Data.

II. The application will follow the archiving procedures for user data specified in the Backup Policy available at <https://psts.aricetech.com> or other website address that may be notified to the user from time to time, as this document may be amended by the platform from time to time at its sole discretion. In the event of any loss or damage to User Data, Customer's sole and exclusive remedy shall be for the application to use reasonable commercial efforts to restore the lost or damaged User Data from the most recent backup of such User Data held by the application in accordance with the archiving procedure described in the Backup Policy. The App shall not be liable for any loss, destruction, alteration, or disclosure of User Data caused by any third party (except for third parties subcontracted by the platform to perform services related to the maintenance and backup of User Data).

III. When providing the Services, the Platform [shall comply with the Privacy and Security Policy regarding the confidentiality and security of User Data, which is available on the](#)

PSTS TERMS OF USE

<https://psts.aricetech.com/privacy-policy/> or at another website address that may be notified to the User from time to time, as this document may be amended by the Platform from time to time at its sole discretion.

8. SUBSCRIPTION, REFUND AND CANCELLATION POLICY:

I. The services provided are on a subscription basis.

II. The minimum subscription period is 12 months.

III. The subscription amount due for the Services can be paid monthly, but it must be paid monthly for at least 12 months.

IV. No refunds will be given under any circumstances.

V. Subscription may be canceled, but users must pay the subscription fee for a period of at least 12 months, regardless of cancellation.

9. PAYMENT:

I. Users/customers/buyers will pay us via valid debit or credit cards when subscribing to our services through our platform.

II. Unless otherwise stated, all prices/fees are quoted in USD.

III. In addition to the payment of the applicable purchase price taxes levied by the government will be charged extra and included in the invoice at the time of payment.

IV. Our platform uses third party payment providers to receive payments from users.

V. We take utmost care to work with third party payment providers, but we do not control their systems, processes, technologies, and workflows, so we cannot be held responsible for any errors of payment providers.

PSTS TERMS OF USE

VI. Our Platform reserves the right to refuse to process transactions of users with a previous history of suspicious fees, including, but not limited to, breach of any agreement made by the Buyer with us or breach/violation of any law, or any fees imposed by the Issuing Bank or violation of any policy.

VII. Users agree that we shall not be liable for any damages, benefits, or claims, etc., arising from the failure to process a Transaction/Strike Price or any delay in processing a Transaction/Strike Price beyond our control.

VIII. Our Platform reserves the right to recover the cost of goods, collection fees, and attorneys' fees from persons who use the Site fraudulently. We reserve the right to take legal action against any such person for fraudulent use of the Site and any other illegal act or acts or omissions that violate these terms and conditions.

IX. As a merchant, we shall have no liability in respect of any loss or damage arising directly or indirectly from the refusal of authorization for any Transaction due to the Cardholder exceeding the predetermined limit.

10. YOU AGREE AND CONFIRM:

I. That in the event the user for any reason is not able to access the service the platform shall not be liable for any losses resulting from it.

II. We only provide a platform to upload pictures or videos and access these pictures or videos. We are in no way involved in your business nor do we use these images or videos for any other purpose.

III. User agrees that platform shall have the right to use the logo of the user for promotional purposes on its platforms and other promotional material to depict the user as customer/subscriber of the platform.

IV. During use of the Website, you may enter correspondence with purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. The Company and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase, transaction, services, or promotion between you and any such third party. The Company does not endorse any sites on the Internet that are linked through the Website, and in no event shall the Company or its licensors be responsible for any Pictures and or Videos, products, services, or other materials on or available from such sites or third-party providers. The Company provides the Website to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and

PSTS TERMS OF USE

the Company disclaims any and all responsibility or liability arising from such agreements between you and the third party providers. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Website.

V. You are solely responsible for all Pictures and or Videos that you make available through the Website, should you choose under your own volition to contribute. Accordingly, you represent and warrant that:

a) you either are the sole and exclusive owner of all Pictures and or Videos that you make available through the Website or you have all rights, licenses, consents and releases that are necessary to grant to Company the rights in such Pictures and or Videos, as contemplated under this Agreement; and

b) neither the Pictures and or Videos nor your posting, uploading, publication, submission or transmittal of the Pictures and or Videos or Company's (or other Users) use of the Pictures and or Videos (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Further, you do hereby acknowledge that all Pictures and or Videos may be viewed, used, reproduced, modified, or otherwise dealt with by all Users or others, without any compensation to you.

c) You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of Pictures and or Videos to the Website. If you believe that any Pictures and or Videos infringe any copyright that you own or control, please advise the Company immediately at infopsts@aricetech.com. Company will have the right to fully investigate and prosecute violations of any of the above of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that Company has no obligation to monitor your access to or use of the Website or Pictures and or Videos or to review or edit any Pictures and or Videos, but has the right to do so for the purpose of operating the Website, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Company reserves the right, at any time and without prior notice, to remove or disable access to any Pictures and or Videos that Company, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Website.

VI. By using the PSTS platform User provides approval to Arice Technology to publish testimonials, success stories, case studies and any other data as part of the Arice Technology PSTS marketing material in Arice Technology PSTS websites, Arice Technology PSTS Social Media Sites and other associated pages on the internet.

11. YOU MAY NOT USE THE SITE FOR ANY OF THE FOLLOWING PURPOSES:

I. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.

II. Transmitting material that encourages conduct that constitutes a criminal offense, results in civil liability, or otherwise breaches any relevant laws, regulations, or code of practice.

III. Interfering with any other person's use or enjoyment of the Site.

IV. Breaching any applicable laws;

V. Interfering or disrupting networks or web sites connected to the Site.

VI. Making, transmitting, or storing electronic copies of materials protected by copyright without the permission of the owner.

VII. Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our sites, services, applications, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our sites, services, applications, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of months, or to modify or discontinue our site or services.

VIII. Users are also prohibited and advised not to:

a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

b) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software; or

c) access all or any part of the Services and Documentation to build a product or service which competes with the Services and/or the Documentation; or

PSTS TERMS OF USE

d) use the Services and/or Documentation to provide services to third parties; or

e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or

f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this document.

12. MODIFICATION OF TERMS AND CONDITIONS OF SERVICE:

I. We may at any time modify the Terms & Conditions of Use of the site without any prior notification to you. You can access the latest version of the User Agreement at any given time on our platform. You should regularly review the Terms & Conditions on our platform. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.

13. COPYRIGHT & TRADEMARK:

I. Our platform, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content, and other materials, which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of <https://psts.aricetech.com> or any third party's intellectual property rights. All rights, including copyright, in this platform are owned by or licensed to us or third-party suppliers. Any use of this platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our platform. You cannot modify, distribute or re-post anything on this platform for any purpose.

II. "PSTS" names and logos and all related product and service and our slogans are the trademarks or service marks of Arice Technology Ltd. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo, or mark in any manner.

III. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the

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Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you because of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of our platform or its suppliers and protected by Türkiye, U.S., and international copyright laws. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled, or licensed by our platform, one of its affiliates or by third parties who have licensed their materials to us and are protected by Türkiye, U.S., and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Site is the exclusive property of our platform and is also protected by Türkiye, U.S., and international copyright laws.

IV. Notwithstanding any other provision herein, please be aware that by submitting Pictures and or Videos to the Website, you grant the Company and all Users a non-exclusive, worldwide, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (and to allow others to) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Pictures and or Videos throughout the world in any media, now known or hereafter devised, with or without the name you used to make such submission of Pictures and or Videos. You do further acknowledge and agree that your Pictures and or Videos are not your confidential or proprietary information. We take no responsibility and assume no liability for any Pictures and or Videos posted or submitted by you. We have no obligation to post your Pictures and or Videos; we reserve the right in our absolute discretion to remove or alter any Pictures and or Videos. In connection herewith, you hereby renounce and waive in favor of Company and all Users to any moral rights you have or might have, now or in the future, with respect to Pictures and or Videos.

V. If you do not agree to these terms and conditions, please do not upload any Pictures and or Videos to the Website

VI. If you learn of any unlawful material or activity on our platform, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- a. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. identification of the copyrighted work claimed to have been infringed;

PSTS TERMS OF USE

c. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material;

d. Your contact information, including your address, telephone number and an email address;

e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.

VII. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.

VIII. Notices regarding our Platform should be sent to: info@aricetech.com (email address of our copyright agent to whom copyright infringement complaints can be filed).

14. INDEMNITY:

You agree to defend, indemnify and hold harmless our Company/platform, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to our platform or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

15. TERMINATION:

I. We may, at any time and without notice, suspend, cancel, or terminate your right to use the platform (or any portion of the platform) for violation of any laws or these terms of use. In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the platform affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the platform and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.

PSTS TERMS OF USE

II. Without limiting the foregoing, we may close, suspend, or limit your access to our platform:

if we determine that you have breached, or are acting in breach of, this Agreement;

if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;

if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;

to manage any risk of loss to us, a User, or any other person; or

For other similar reasons.

III. If we find you breaching these terms of service, you may also become liable for an amount of which we have suffered losses/damages.

16. DISCLAIMER AND LIMITATION OF LIABILITY:

I. The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

II. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

Your use of or your inability to use our Platform, Services, and tools;

Delays or disruptions in our Platform, Services, or tools;

Viruses or other malicious software obtained by accessing our Platform, Services, or tools or any site, Services, or tool linked to our Platform, Services, or tools;

Glitches, bugs, errors, or inaccuracies of any kind in our Platform, Services, and tools or in the information and graphics obtained from them;

The content, actions, or inactions of third parties, including items listed using our Platform, services, or tools or the destruction of allegedly fake items;

A suspension or other action taken with respect to your account; and

III. To the fullest extent permitted under applicable law, our platform or its suppliers shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the Site, its services or this User Agreement. Without prejudice to the generality of the section above, the total liability of our platform to you for all liabilities arising out of this USER AGREEMENT

PSTS TERMS OF USE

WHETHER IN TORT OR CONTRACT IS LIMITED TO THE AMOUNT PAID BY YOU FOR SUBSCRIPTION. Our platform, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, correctness and/or timeliness of any content, information, software, text, graphics, links, or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, our platform assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or any interruption or errors in the operation of the Site.

IV. Our platform periodically schedules system downtime for the Sites for maintenance and other purposes. Unplanned system outages also may occur. You agree that we have no responsibility and is not liable for: (a) the unavailability of any of the Sites; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the Sites, any Internet service providers or otherwise.

17. GOVERNING LAW AND JURISDICTION:

I. This User Agreement shall be construed in accordance with the applicable laws of the Republic of Türkiye, regardless of your physical location.

II. The Courts of Ankara, Türkiye shall have exclusive jurisdiction in any action arising out of this agreement.

III. However, in the event of actual or threatened infringement, misuse or infringement of the Company's copyrights, trademarks, trade secrets, patents or other intellectual property rights, the Company may, in its sole discretion, take legal action in the United States.

18. DISPUTE RESOLUTION:

I. Transactions are conducted smoothly on our platform. However, there may be some cases where we and you may face issues. A 'Dispute' can be defined as a disagreement between you and us in connection with the services provided on the Platform.

II. In the interest of resolving disputes between you and us in the most expedient and cost-effective manner, you and we agree that all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to extremely limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes but is not limited to all claims arising out

PSTS TERMS OF USE

of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

III. You and Company agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website (collectively, "Disputes") will be settled exclusively by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you are waiving the right to participate as a plaintiff in any class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the arbitrators may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement.

IV. The place of arbitration shall be Ankara, Türkiye and the place of arbitration shall be Türkiye, and the language used for the arbitration shall be Turkish.

V. The award of the arbitration shall be binding on both, you, and us.

The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

19. SITE SECURITY:

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation,

(a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access;

(b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

PSTS TERMS OF USE

(c) attempting to interfere with service to any other user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail-bombing” or “crashing;”

(d) sending unsolicited email, including promotions and/or advertising of products or services; or

(e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from us on this Site and other than generally available third party web browsers (e.g., Google Chrome, Microsoft Explorer (Edge)).

20. PRIVACY:

All Personal Information and User Generated Content provided to or displayed on the Site and Services are subject to our Privacy Statement.

21. NOTICE

I. By using the Site and Services, you accept that communication with us will be electronic. We will contact you by email or provide you with information by posting notices on the Site and Services.

II. You acknowledge that all contracts, notices, information, and other communication we may provide electronically comply with any legal requirements that such documents are in writing.

III. Notice will be deemed received and properly served immediately when posted on the Site and Services, 24 hours after an email is sent, or 3 days after the date of posting any letter. As proof of service, it is sufficient that:

For letters, the letter was properly addressed, stamped, and placed in the post; and

For emails, the email was sent to the specified email address.

22. LEGAL COMPLIANCE

I. In addition to this Agreement, you must familiarize yourself with, and comply with the Policies, domestic laws (including common law), state legislation, international laws, statutes, ordinances, and regulations regarding your use of our services. Notwithstanding successful conclusion of a transaction, you must ensure strict compliance with any formalities which, if not complied with, will either render a transaction void or unlawful.

II. You alone, and not we, are responsible for ensuring that the services and any other activities conducted on the platform are lawful. You must ensure that they comply with all applicable laws in the U.S.A. and all other countries.

III. You should comply with country, state, and federal regulations.

23. NO WAIVER IMPLIED:

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

24. SEVERABILITY:

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

25. ASSIGNMENT:

I. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.

II. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be invalid. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

26. FORCE MAJEURE:

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) acts of God;
- (b) natural disasters;
- (c) sabotage;
- (d) accident;
- (e) riot;
- (f) shortage of supplies, equipment, and materials;
- (g) strikes and lockouts;
- (h) civil unrest;
- (i) Computer hacking; or
- (j) malicious damage.

27. DIGITAL SIGNATURE:

I. By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you can electronically receive, download, and print this Agreement.

II. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the platform, you give us permission to provide these records to you electronically instead of in paper form.

PSTS TERMS OF USE

III. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

IV. To ensure that we can provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the platform or by contacting Customer Support.

28. ENTIRE AGREEMENT:

These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant, or condition not expressly found either in these Terms shall be deemed as void.

28.1 CONTACT US:

For further clarification on the Terms and Conditions, please write to us at info@aricetech.com.

29. GIFT CARD FOR DEMO

Gift card provided upon request.

Gift card provided to qualified demo participants only.

Gift card will be issued within 8 to 12 weeks from demo completion date as we get busy.

If we feel that the time spent on the demo was not of effective use, we have the right to deny the gift card. We are running a business like you, and we incur cost to do this demo, so we hope you participate this demo in good faith, with good intentions and partner with us in a professional manner.

PSTS TERMS OF USE

So we request you to genuinely participate in the demo process, we do understand we are not going to win every sale we attempt, so even if you don't buy, see if you can add value in any other way, share any insights if you can, share anything that might be useful for us, bring your unique perspective, share something that you have seen that might be of interest to us, overall make this a healthy conversation.

If you abuse the demo process, the gift card will be denied.

If you did not complete all the steps in the demo, we may give you only a portion of the amount for participating in the demo.

At the end of the day, our mission is to make the world's supply chains better by improving Supply Chain visibility, reducing damages, shortages, claims and eliminating any other inefficiencies so all the supply chain operators get these benefits. So, we encourage your participation with that spirit in mind.

We do respect your time, so that is why we are offering to pay you and we have paid many people just for participating in the demo, we are not trying to cheat you out of your time or your dollars, entrepreneurship is lot of giving and sacrifices, so no one sane enough will become an entrepreneur, but our founder chose to become an entrepreneur to make this world a better place. And our team members are passionately committed to this mission with utmost sincerity, deepest gratitude and solemn respect for everyone, so please reciprocate that, we have sacrificed a lot more, a lot of blood, sweat and tears to reach this milestone, so we are not here to cheat you out of this little money. Hope you understand where we are coming from. We believe in impacting every human being we come across in the most positive way we can!! God has given us two good healthy hands, two strong agile legs, a smart brain, and a lot of creative faculties, so we do not have to make money by cheating you out of this little money. We are givers and we are happy to give you, because the more we give, the more we get, all we request is work with us in a positive way!

Demos booked with a non-business email, or a non-company email will be automatically deleted.

Demos will have to be booked using an official company email or a business email.