

Terms of Use

This Terms of Use ("**Terms**" or "**Agreement**") aims to describe our business relationship between Aviation Match Maker and you ("**you**", or "**User**") regarding the use of Aviation Match Maker, aviationmatchmaker.com ("**Website**"), including the nature and limitations of the services we agree to provide to you and in what ways you are permitted to use those services and/or the products of those services.

Please read the following terms carefully. By clicking "I accept," "I agree", registering in, logging in, accessing to Membership, or using our services, you indicate that you have read, understood and accept to be bound by them.

About Us

Aviation Match Maker, owned and managed by TST HAVACILIK DANISMANLIK VE TIC. LTD. STI., having its registered office at Yesilkoy Mah. Ataturk Cad. EGS Business Park B2 Blok, KNo:12, DNo:1, Bakirkoy, 34149, Istanbul, Turkiye, registered in Istanbul Trade Registry Office under registration number 617145 and Tax ID 859 051 8389 ("tSt Aviation") is a Global Listing and RFP Platform for Commercial Aviation Professionals.

Our Purpose

Our aim is to become Unique Global Online Platform for Commercial Aviation Industry where all Commercial Aviation Professionals have direct access to most updated Listings and RFPs (Request for Proposals) by saving time, effort and money to reach Buyers and Sellers, Lessors and Lessees.

Our Services

Aviation Match Maker ensures that the contents uploaded to the Website by the Account Holders can be viewed by Users via the Aviation Match Maker Database by using interfaces.

Aviation Match Maker provides various types of Listing and RFP services that prioritize the display of advertisements in order to enable Users to access Account Holder's Listings and RFPs more easily within the Website.

Aviation Match Maker reserves the right to add new services to the services it provides within the Website, to change the scope and conditions of the existing services and the "Content" accessible within the Website at any time, to block access to third parties and to delete them. Aviation Match Maker may use this right in any way it wishes without any notification and prior notice.

Your Account

In order to create an account on and access the Website, you must provide your email address, full name, secondary email (if available), phone / mobile number, linkedin link (if available), business title, country and company name and further billing information (when you make any payment only) and any other information requested to complete the registration, as we may use it to identify and determine the true owner of the User account and/or content submitted to us. By using our Website, you undertake that all information provided by you is true and accurate.

All users are fully responsible for the security of their own account and all activities to be made by or in connection with this account. Any unauthorized use or any incident that results in unauthorized access must be immediately notified us.

You agree and undertake to fully comply with all applicable laws and any other contractual terms for your use of the Website and the Services, including those specific laws applicable to you in any of your geographical locations.

You agree that you are not allowed to use Services if you are from a company registered in North Korea, Russian Federation, Belarus, Iran, Syria and Cuba or from a US Sanctioned Company either by Entity or Aircraft as per OFAC (Office of Foreign Assets Control) by US Treasury and any other Sanctioned countries and companies listed in EU, UK and UN. You accept that the countries and companies under sanctions are updated from time to time.

You agree that you are not allowed to use Website and Services if you are from a company that is in direct or indirect competition with Aviation Match Maker.

You agree and consent to receive from time to time promotional messages, notifications or notices from us or our third party service providers by SMS, mail, e-mail or any other contact

form you may provide us with. If you wish not to receive such promotional materials or notices you may notify us at any time.

Depending on your membership type, you accept, declare and undertake in advance that we can use your corporate name and logo, if applicable, on the platform for marketing, advertising and promotional purposes.

You also undertake not to damage, impede, interfere with or disrupt access to the Website or not use your account for any illegal or unauthorized purpose. As Aviation Match Maker, we do not accept any liability for any acts or omissions by Users, nor undertake to compensate any damages arising from such acts or omissions.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Users can perform transactions on the Website for lawful purposes. The User will be held responsible for all legal and criminal liabilities in every transaction and action they perform on the Website, and the User accepts, declares and undertakes that Aviation Match Maker has no responsibility for the legal and criminal liabilities in question.

The Website operates on the principle of displaying the Listings and RFPs uploaded to the Aviation Match Maker Database by the Account Holder. Aviation Match Maker does not guarantee the accuracy, truth, security and legality of the Listings and RFPs viewed by the Users.

under any circumstances. The Users accept and declare that Aviation Match Maker has no responsibility for the advertisements and Listings & RFPs in question and that Aviation Match Maker will not have any compensation obligations for any damages that may arise.

Users accept and undertake that they will not engage in activities that will lead to unfair competition within the Website in accordance with the provisions of the Turkish Commercial Code, will not carry out actions that will damage the personal and commercial reputation of Aviation Match Maker and third parties, will not violate or attack personal rights, will act in accordance with the legislation, public order and general moral rules, will take the measures required by the legislation and fulfill the procedures, will not engage in attitudes and behaviors that are illegal, criminal, disturbing, damaging to personal rights, violating intellectual rights, copyrights, trademark rights and property rights, will not publish Listings and RFPs that will create discrimination based on gender, race, color, language, religion, belief, sect, philosophical and political views, ethnic origin, wealth, birth, marital status, health status, disability and age in accordance with the regulations of the Turkish Human Rights and Equality Institution Law regarding the principle of equality and prohibition of discrimination, and will not engage in attitudes and behaviors towards this end.

Accessing Website

Access to Website is permitted on temporary basis and we reserve the right to withdraw or amend service we provide on Website without any notice. We will not be liable if Website is unavailable at any time or for any period, for any reason.

Aviation Match Maker may suspend access by any person to Website Services at any time without compensation if it has reasonable grounds to suspect a breach of these Terms of Use by that person.

Aviation Match Maker aims to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Memberships

Your Subscription starts at the moment payment is received. As we are offering credit card payment options, your subscription access will be available within minutes after payment approval. Your subscription ends automatically after the period you have chosen while signing up. You can renew your subscription at any time. If you want to upgrade your current subscription our marketing team will automatically calculate the difference between your current and the upgraded subscription. Your upgraded subscription level is immediately available for use after you have completed the payment process. Please note, that all of our subscriptions are non-refundable.

The use of certain Services may be subject to payment of particular fees, as determined by Aviation Match Maker, in its sole discretion. These Terms are applicable to all Users of the Website Services, whether such use is through by a created account under memberships. All fees are disclosed in Website and you can get more information by contacting marketing (at) aviationmatchmaker.com. The Users should read, review and accept the terms of our Distance Sales Agreement at the time of purchasing.

Aviation Match Maker reserves the right to change membership fees at any time in its sole discretion.

In order to ensure that you experience any interruption or loss of services, our marketing team will be in contact with you for the renewal of your membership before it expires.

Publishing Listing and RFP

The Publishing Listing and RFP Rules in all categories specified below apply to both individual and corporate Account Holders. The Account Holder who enters the related Listing or RFP is deemed to have accepted and undertaken to comply with the legislation, the Publishing Listing and RFP rules, and not to include statements in the Listing or RFP that may deceive the consumer, as required by the legislation, especially laws and regulations.

When any Listing or RFP published on Aviation Match Maker is removed from publication by Aviation Match Maker due to non-compliance with the Publishing Listing and RFP rules and/or

this agreement; since our services are performed instantly in the electronic environment, the User has no right to request any refund on service fee.

Users are obliged to use the information they access within the Website only in accordance with the purpose of the Account Holder who disclosed this information and to view it. The contact information in the Listing or RFP entered by the Account Holder who published such Listing or RFP may only be used for the purpose of establishing communication to obtain information about such Listing or RFP. Personal data and/or special personal data belonging to the Account Holder or third parties protected under the Law on the Protection of Personal Data No. 6698 that may be included in the Listing or RFP cannot be used for any other purpose, copied, published directly or indirectly in other media, processed, distributed, transferred to other databases and made accessible and usable by third parties.

If deemed necessary by Aviation Match Maker in accordance with administrative or legal regulations or in order to improve customer experience and processes; the category structure at the publishing stage, category name and/or categories of existing Listings and RFPs may be changed by Aviation Match Maker without any notification, the category may be closed or Listings and RFPs under the closed category may be moved to another suitable category of similar nature.

Within the scope of the principle of confidentiality of private life, no personal data of any person should be included in the Listing or RFP information and/or photographs related to the Listing or RFP.

More Details

1. Individual and Corporate Account Holders must verify their email address to access to Website. Following such verification, they can publish Listing or RFP in any category.
2. The Listing and RFP entries must contain accurate information within the specified criteria. The accuracy of this information is the responsibility of the Account Holder.
3. The right category, brand and model selection of any Listing or RFP is the responsibility of the Account Holder.
4. Advertising content should not be written in the Listing or RFP description section, and links and photographs should not be added to description section, if applicable.

5. The photographs and videos used in the Listings and RFPs to be published must belong to related product being sold / leased / exchanged, or any other, if applicable.
6. The added photos, videos, 3D Tour images should not include company logos, phone numbers, or links, logos, or names of different websites, if applicable.
7. Photos of another user within the system should not be used.
8. Only one Listing or RFP for the same asset or flight can be placed on Aviation Match Maker under the same category.
9. Separate Listings or RFPs must be made for different assets or flights of the same brand and model, and each asset/flight must have its own photographs taken and be advertised, if applicable.
10. The approval of the owner of the assets or flights must be obtained for any Listing entries to the Website.
11. The web page, e-mail address and company contact information should not be included in the description section of Listings and RFPs.
12. During the editing of Listing & RFP phase, information entered for certain criteria determined by Aviation Match Maker regarding the Listing & RFP cannot be changed later by the Account Holder, and the Account Holder accepts in advance that he/she will not object in this regard. Aviation Match Maker reserves the right to determine which criteria information cannot be changed, to make changes to the criteria it has determined over time, and to apply the criteria it has determined as of the date of change to all Listings and RFPs.
13. No price information to be stated in the description of any Listing or RFP. Such Listings or RFPs will be declined to be published in Website.

Third Party Services

The provision of our Services and the use of our Website may enable you to engage, connect, link to certain third-party services, products and tools including, without limitation, third party Licensed Content or E-Commerce Payment Providers.

You hereby acknowledge and agree that Aviation Match Maker solely acts as an intermediary between you and such third party service providers, and shall not be in any way liable with

respect thereto, or in any way be responsible for monitoring, any interaction or transaction between you and any of such third party service providers.

Intellectual Property Rights

You acknowledge and agree the Aviation Match Maker content shall include, without limitation, all materials that are part of the Website, Memberships, Services and Products, which are wholly owned by Aviation Match Maker. All works in Website are protected by copyright laws and treaties around the world. All such rights are reserved. These Terms does not transfer you any Aviation Match Maker or third party intellectual property, and all right and benefits. You shall not contest or challenge, or take any action inconsistent with or that may damage or impair ownership or intellectual property rights of Aviation Match Maker.

Aviation Match Maker grants you, exclusively for your personal use, a limited, worldwide, non-exclusive, non-commercial, non-transferable, revocable right to use, access and benefit from the Website and the Services subject to duly and complete compliance with the provision of these Terms.

We reserve our right to reject, refuse, suspend or withdraw permission to use the Website and the Services in case of any breach of third party contract or the use of the Website or the Services.

Please note that our regular subscriptions available on Website are licensed for single user only.

No user account information including password may be made available to any person, rather than the owner of such account for the purpose of using Website. If we suspect that a password is used by such other person(s), we may at our discretion warn you as User or suspend your subscription without providing any refund of subscription fees already paid.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference only and you may draw the attention of others within your organisation to material posted on Website.

In case you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You may also not:

- make multiple printouts or copies of Materials for distribution to Unauthorised Persons;
- re-sell the Service or any part of the Materials to others;
- make the Service or any Materials available to persons that are not User, on a local area network, a wide area network or on any intranet or extranet;
- decompile, disassemble or reverse engineer any of the software programmes, databases or other systems used by us to provide the Service; or
- use the Service, or any of the facilities available on the Service, for any illegal purpose nor send or post or allow any posting of information which is defamatory or obscene or which violates the legal rights of others, nor use the Service to send any unsolicited promotional or advertising material or any volume messages which may interfere with the provision of the Service or the use of the Service by others.
- remove copyright or trade mark notices from any copies of any material made in accordance with these terms.

The Site may contain material (including, but not limited to, advertisements) posted by third parties. Individual users and advertisers are solely responsible for the content of advertising and other material which they submit to us and for ensuring that such content complies with all relevant legislation. We accept no responsibility for the content of material posted by third parties, including, without limitation, any error, omission or inaccuracy therein.

Disclaimer

We endeavour to ensure that the information on the Website is correct and engage a diligent approach of maintaining and updating the content. However, we hereby do not guarantee the accuracy and trueness of the information on the Website or of third party data or interference as a part of the provision of our services.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by Turkish law; we exclude all liability for loss or damages direct or indirect arising from use of this Website.

To the full extent permissible by law Aviation Match Maker shall have no liability for any damage or loss (including, without limitation, financial loss, loss of profits, loss of business or any indirect or consequential loss), however it arises, resulting from the use of or inability to use this Website or any material appearing on it or from any action or decision taken as a result of using the website or any such material.

Limitation of Liability

Aviation Match Maker, its subsidiaries, affiliates, third party suppliers or licensors are not liable with regards to any subject matter of these Terms under any agreement, omission, negligence, or other legal practice for any direct, indirect, incidental, consequential damages, including, without limitation, losses and damages, loss of profits, loss of data or other intangible losses or consequential loss or damage incurred by any user with regards to the use or inability to use of our Website or the Services, any websites or social media platforms linked to it and any materials or content published in.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Where Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms and conditions and privacy policies to ensure compliance and determine how they may use your information.

Compensation

Users agree to protect, defend, compensate and hold harmless Aviation Match Maker and its subsidiaries, affiliates, business partners, third party service providers, agents, licensors, partners, directors, managers, employees, contractors, subcontractors, agents, officers and directors, from and against any and all claims, damages and losses, liabilities, costs and expenses in any kind arising from the use of and access to the Website and the Services or any data included thereof, any unauthorized use of or access to the Website or the Services with

its own username and password, breach of any provisions and obligations set out herein, and violation of any civil and Intellectual Property Rights of Aviation Match Maker or any third-party.

Amendments

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. Notification of changes in these Terms will be posted on the Website. Changes in these Terms will be effective when notice of such changes has been posted. The User's continued use of the Website and/or our Services after such changes are posted will constitute its agreement to such changed Terms.

No Assignment

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part without our prior written consent.

No Waiver

No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver of any subsequent breach or default or a waiver of the provision itself, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Severability

Should any provision of this Terms be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Terms shall be unaffected thereby and shall continue to be valid and enforceable

Governing Law

The Terms shall be governed by, and construed in accordance with the laws of Turkiye. Any disputes which may arise from or in connection with the Agreement shall be settled by the Istanbul Bakirkoy Courts. although we reserve the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

Consent to Electronic Communications

By using the Website through an account created, you accept and consent to receiving electronic communications from us as further described in our Privacy Policy, and hereby agree that any notices, notifications or other communications to be received electronically from us shall comply with any legal communication requirements, including that those communications be in writing.

Contact

You may contact us directly with

E-Mail : marketing (at) aviationmatchmaker.com

Mail : Yesilkoy Mah. Ataturk Cad. EGS Business Park, B2 Blok, Kno:12, Dno:1, Bakirkoy, 34149, Istanbul, Turkiye