

VIZIO MYWAY SOFTWARE

TERMS AND CONDITIONS OF USE

This "VIZIO MYWAY" SOFTWARE TERMS AND CONDITIONS OF USE ("Agreement") determines the terms and conditions of use of VIZIO MYWAY program ("Program") managed by Vizio Consultancy Software Pvt Ltd, for its members.

1. DEFINITIONS

In this Agreement, below terms mean as follows:

VIZIO MYWAY/Program: The data sharing program that provides detailed and instant data, instant process follow-up within the scope of the SERVICES which ATA provides to its customers etc. to legal person(s) who subscribe to the Program by downloading the mobile application or by logging in the website,

MEMBER(S): The person(s) who becomes a member or subscriber of the Program by accepting this Agreement,

SERVICES: Services provided by Vizio Consultancy Software Pvt Ltd in scope of the use of the Program,

DATA SUPPLIERS: Persons (real or corporate) which their data in the content of the Program is used and made accessible after processing to MEMBER(S) via the Program,

ATA: The legal entity with its trade name as ATA FREIGHT LINE LTD., a New York State-based company that provides Logistics, Transportation and Freight Forwarding services to its clients via its affiliates in various countries and also on the purpose of bringing into use of its clients, a company which collaborates with Vizio Consultancy Software Pvt Ltd in terms of developing the Program that is subject to this Agreement,.

PERSONAL DATA: In order to become a member of the Program, the name, surname, date of birth, phone number, e-mail address, gender information, position data of the MEMBER and navigation information of the MEMBER,

PERSONAL DATA PROCESSING: Any applicable process on the data such as the acquisition, recording, storage, preservation, alteration, rearrangement, disclosure, transfer, taking over, retrieval of personal data in whole or in part automatically, or in a part of any data recording system, classification or prohibition of its use,

MOBILE APPLICATION (APPLICATION): VIZIO MYWAY's mobile platform that would publish the contents of its services and other notifications within which can be downloaded by MEMBERS, from the application stores in different mobile operating systems (iOS, Android, etc.).

WEBSITE: The Program's website in which the SERVICES and other notices provided by the Program will be published,

COMMUNICATION CHANNELS: The Program's Mobile Application, the Program's Website, E-Mail, SMS (text message), Mail, Phone, Offline and online advertising campaigns etc. as well as all interaction channels.

MEMBER acknowledges and undertakes, as a member of the Program, that he/she has read this "VIZIO MYWAY User Agreement" entirely and understood and acknowledged all terms and conditions; he/she will comply with all statements and disclosures made in relation to the Program membership and SERVICES.

There may be further changes in the Program, a model that offers different advantages under another name can be determined to use. In the event that these model changes are realized, the memberships will be automatically converted to the new model.

2. SERVICES AND USE CONDITIONS

- 2.1.** By using the user information provided to them by the Program, the persons who subscribe to the Program and become MEMBER by means of the agreements which have been and/or will be executed between ATA and its clients, , may have the opportunity to follow up up-to-date data within the services provided to them by ATA.
- 2.2.** It shall be deemed that by accepting this Agreement, the MEMBER(S) has knowledge of all agreements between ATA and the company/entity to which MEMBER(S) is affiliated and of their requirements; also the MEMBER(S) agrees, declares and undertakes that he/she would act in accordance with to those requirements.
- 2.3.** Introduced features and contents of the Program are not entirely applicable for each MEMBER. MEMBER(S) by accepting this Agreement agrees, declares and undertakes that there would not be any right to claim in any means for possible damages and loses in consequence of not providing authorization entirely for the features and contents of the Program.
- 2.4.** The SERVICES subject to this Agreement are solely for the using purpose of the commercial operations of the company/entity which MEMBER(S) is affiliated and it is strictly forbidden to benefit from the SERVICES for any external commercial purposes.
- 2.5.** MEMBER(S) shall use the services personally in accordance with the conditions set forth in this Agreement, and it is strictly forbidden to share the information/credentials of the users with third parties. All created user profiles within the Program are dedicated and personal to the MEMBERS. The MEMBER(S) shall be liable in person of all consequences of the usage within such profile and the breach of any confidentiality obligation. It's essential that the MEMBER(S) shall have the right to share the data accessed in the context of the Program within the scope of and limited to, the administrative internal regulations of the company / organization to which MEMBER(S) is affiliated, and the confidentiality provisions signed between ATA and them. All rights of Vizio Consultancy Software Pvt Ltd and ATA shall be reserved in the event of any breach of the obligations set forth above.

- 2.6.** SERVICES shall be provided to the MEMBER(S) as a free of charge basis. Vizio Consultancy Software Pvt Ltd at its sole discretion shall have the right to limit/terminate the access to the Program temporarily or permanently without sending any prior notice to MEMBER(S). In case of any limitation/termination as defined above of the Program, ATA in any way shall not be liable of any damage or loss.
- 2.7.** Vizio Consultancy Software Pvt Ltd at its sole discretion shall at any time have the right to make any necessary changes on the Program's content, surface, features, name, access method etc. In such case, MEMBER(S) shall not have any right to claim of indemnity etc. referring to issues, damages thereof.

3. FREE SERVICE

Under the terms and conditions set forth in this Agreement, all data provided in the Program created in respect of the cooperation between ATA and Vizio Consultancy Software Pvt Ltd are compiled with the intent of information with good faith, for non-commercial purposes and presented for the information of the MEMBER(S). SERVICES are free and only in use for personal and non-commercial purposes. For this reason, the content or information presented in Program is prohibited from being sold, deeply linked, used, copied, viewed, displayed, downloaded or reproduced by the software, products or services for any commercial or competitive activity or purpose.

4. DISCLAIMER

All data provided by the Program under the terms and conditions set forth in this Agreement is made available for the benefit of the MEMBER(S) solely for the purpose of information intended for good faith without any commercial purpose and Vizio Consultancy Software Pvt Ltd does not make any commitment on truth of such data. Neither Vizio Consultancy Software Pvt Ltd nor its employees, representatives, affiliates, affiliated companies, distributors, affiliates (distribution partners), licensees, agents, or any other person or entity engaged in creating, supporting, lending or otherwise using the content in any manner whatsoever shall not be held liable to the extent permitted by applicable laws, from any incidence as;

- a) any loss or damage of any kind, loss of production, loss of profit, loss of contract, loss of goodwill or loss of reputation, loss of right of compensation,
- b) any error related to the information presented in the Program,
- c) services performed by and products provided by DATA SUPPLIERS or their affiliates, d) damages, losses or costs (whether directly or indirectly) that suffered from or arising out of or in connection with the use, not being able to use or delay of the Program; or damages, losses, costs met, suffered or compensated (whether direct, indirect or in penal way) by MEMBER(S) or their relevant entities with relation to such reason, e) Any liability occurred in consequence of DATA SUPPLIERS' (their employees', executives', officers', agencies', representatives and affiliates') acts, negligence, intentional misconduct, defects, misrepresentation, unfair treatment or faultless liability attributable to any personal injury, death, material damage or any other damages, losses or costs that MEMBER(S) exposed to.

5. DATA PROCESSING

When using the methods specified by the Program, The data of personal information required for membership, booking information, navigation information obtained during the use of the WEBSITE and position data of MEMBER(S) during the use of mobile application, is transferred to the Program as system needs in order to designing and presenting services and contents specifically pertain to MEMBER(S) and processed by the Program. In order for MEMBER(S) to benefit from and be informed about services provided to MEMBER(S), it is mandatory for the Program to process personal data as needed. MEMBER(S) accepts, declares and undertakes that the necessary consent in aforesaid scope is given by accepting this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Unless otherwise stated, all intellectual property rights (including copyrights) of the materials and content provided on Program or used by Program and required for the SERVICES, belong to Vizio Consultancy Software Pvt Ltd, ATA and their suppliers.

6.2. All rights of the Program (including customer reviews and translated content) by which SERVICES being provided, its name and Website (including all intellectual property rights) (also including infrastructure as visuality and style) belong to Vizio Consultancy Software Pvt Ltd and except for the purpose and the provisions set forth herein this Agreement, it is strictly forbidden to copy, derive, (hyper/deep) link, integrate, publish, promote, market, benefit from, merge with something of its content (including customer reviews and translated content) and tradename without Vizio Consultancy Software Pvt Ltd's written consent.

Unlawful use or realization of the acts and conduct referred to above shall mean a material breach of Vizio Consultancy Software Pvt Ltd 's intellectual property rights (including copyrights and database rights) and in the event of any of such breach(es) occurs, MEMBER(S) accepts, declares and undertakes that he/she will be directly responsible thereof.

7. APPLICABLE LAW, JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the country in which the Services are made available, and such disputes arising out of these general terms and conditions and from our services shall be submitted to the competent courts of the jurisdiction only when the SERVICES are utilized.

8. APPLICABLE LANGUAGE

The original English version of this Agreement may have been translated into other languages. The translation has been made as matter of courtesy and can only be used in the office and no claim of rights can be made based on the translated version. In the event of any disagreement over the content or meaning of this Agreement or any inconsistency or dispute between the English language edition and other language versions, to the extent permitted by laws the English language version shall be the sole and ultimate text.

9. SEVERABILITY

All other provisions of the Contract shall remain binding if the validity or binding restraint of any provision of this Agreement becomes invalid or unenforceable.

10. EFFECTIVENESS

This Contract shall enter into force for an indefinite period of time from the date of membership of the MEMBER(S).

11. BINDINGNESS

MEMBER(S) by accepting this Agreement before starting to use the Program, accepts, declares and undertakes that he/she agrees with all the particulars set forth in the Contract, that such matters are binding between the Parties and that the Parties are obliged to comply with the obligations imposed on the Contract unconditionally during the term of the Contract.