

## **Consumer Rights Information Form Following Article 48 of the Regulation on Payment Services and Electronic Money and Payment Service Providers**

### **Important notes:**

- The purpose of this information form (**Information Form**) is to inform you of your rights in relation to the transactions offered by Lydians Elektronik Para ve Dağıtım Hizmetleri Anonim Şirketi (**our Company**) under the Act, alternative access channels and innovative payment methods that may be used to carry out these transactions, the security and safety measures concerning these transactions, the need for fair and transparent remuneration, and alternative methods in relation to your rights to complain and object.
- In the event of a conflict between the Information Form and the Framework Agreement, the provisions of the Framework Agreement shall govern.
- For the issues not regulated in the Information Form, the provisions of the Framework Agreement shall apply.
- For detailed information on the rights, procedures, and obligations contained in the Information Form, please refer to the provisions of the Regulation.

### ➤ **Payment services**

Notwithstanding the provisions of the Framework Agreement, payment services will not be made available to you without your consent and request. If you terminate your use of a payment service, your request will be immediately processed and the provision of that payment service will cease and will not be made available to you again without your consent or request.

If you pay the amount associated with the payment service by credit card, the corresponding amount will be credited to the same credit card account when the amount is withdrawn. In cases where your credit card has been canceled prior to the refund, the amount may be refunded to a payment account opened in your name.

### ➤ **Procedure for the issuance and repayment of electronic money**

If you provide funds to our Representatives or us for the issuance of electronic money, we will issue the electronic money promptly and provide you with a receipt electronically or physically.

Expenditures made with prepaid instruments provided to minors may be tracked by the individual's legal representative at the request of the individual's legal representative.

You can request a partial or full refund of the electronic money. Notwithstanding the provisions of the law, upon your request, the transactions for refunding the amount corresponding to the electronic money will be executed without undue delay and in any case, by the end of the business day following the receipt of your request. When electronic money is redeemed, it may be exchanged, at your option, for banknotes, coins, fiat money, or electronic money issued by another organization.

If specified in the framework agreement, if you request a refund of electronic money, we may charge a fee equal to the cost of the refund (i) if the request is made before the end of the Framework Agreement, (ii) if submitted before the expiration date, if any, (iii) more than one year after the expiration date.

If you pay the electronic money fund by credit card, the electronic money can only be refunded to the same credit card account. In cases where the credit card has been canceled before the refund,

the electronic money can also be refunded to a payment account opened in the name of the depositor (in your name).

### ➤ **Framework Agreement, amendments and termination**

You can obtain the necessary information before entering the contract by consulting the Framework Agreement, which governs the terms and conditions of the service we provide. If you request a copy of the executed Framework Agreement, it will be delivered to you physically or with permanent data storage or made available for your access during the contracting process. The framework agreement must be concluded through remote communication. If you have a request, we will make a risk assessment on issues such as the nature and impact of the payment transaction and the security of the customer, and as a result of the risk assessment, we may decide to conclude the contract in the physical environment.

We will notify you of changes to the Framework Agreement at least thirty days before the change takes effect. In the notice, we will advise you, among other things, of the scope and effective date of the change and that you have the right to terminate the Framework Agreement by the effective date without paying a fee, and that the change will be deemed accepted unless you object within the specified period.

If payment is made in a foreign currency, the exchange rate used in foreign currency transactions will be accepted as the reference exchange rate and any changes to the reference exchange rate will take effect immediately without notice to you. You may terminate the Framework Agreement with one month's notice. Our company may also terminate the Framework Agreement with one month's notice (We may terminate the agreement in a shorter time if we are required to do so by law). In this case, the overpaid amount will be refunded to you if the payment service fee is paid in advance. Once your termination request has been received, we will comply with your termination requirements as soon as possible, provided that you have fulfilled your contractual obligations.

We reserve the right to claim our costs for termination of the contract if agreed in the framework agreement. For contracts longer than one year or for an indefinite period, we do not charge a fee for termination after one year.

### ➤ **Obligation to provide information on individual payment transactions under the Framework Agreement**

Regarding individual payment transactions, the information set forth below will be provided periodically, at least once a month, by the methods we determine for your information, without charge.

Information to be provided if you are the sender: (i) the payment transaction reference number and information about the recipient, (ii) the currency in which your account will be debited or the amount of the payment transaction in the currency specified in the payment order, (iii) a breakdown of the total fees and charges payable by you for the payment transaction, (iv) information about the exchange rate applied to the payment transaction, if any, and the amount of the payment transaction calculated using that exchange rate, (v) information about the date on which the payment order was received or your account was debited.

Information to be provided if you are the sender; (i) the information you are required to provide to complete the payment transaction or the identifier that provides access to that information, (ii) the amount of the payment transaction in the currency in which your account will be credited, (iii) a breakdown of the total fees and charges payable, (iv) the exchange rate or reference exchange rate

that will be applied to the payment transaction, (v) information about the date on which the payment amount will be made available to you.

#### ➤ **Information and fees**

According to legislation, we are required to provide you with clear and understandable information on certain topics on a permanent data storage device or paper upon request. We do not charge any additional fee for the information you request under the relevant legislation or for the information we are required to provide to you. An additional fee equal to the transaction costs may be charged if you wish to receive information more frequently or in a manner different from that required by law and for notices and transactions that must be made in a certain manner under other relevant legislation.

#### ➤ **Fees, charges, commissions or other payments**

It is important that pricing for services provided is done in a fair and transparent manner. In this regard, you can view the total cost and amount of usage for all the services we provide so that you can benefit from the payment services. A statement that includes the applicable monthly and annual fees, discounts, deductions, transaction fees, account maintenance fees, and loyalty points separately, in paper form or with permanent data storage, as desired, will be offered free of charge in both cases.

#### ➤ **Information on additional fees and discounts**

If a fee is charged for the use of the payment instrument, you will be informed of this before the payment transaction. In cases where you are the sender, you will only be liable to pay such fees, charges, commissions, etc. if you are fully informed before initiating the payment transaction.

#### ➤ **Rights and obligations in relation to the payment instrument**

In the framework agreement, we can set a spending limit for the payment transactions to be carried out with the payment instrument.

In cases where we suspect fraudulent or unauthorized use of the payment instrument, the payment instrument will be blocked for use, and we will inform you of the reason for blocking the payment instrument unless relevant legislation and objective reasons that jeopardize security prevent disclosure of information.

When the reason for blocking the payment instrument is removed, the payment instrument will be released for use, or a new payment instrument will be provided to you, subject to your consent.

You are responsible for protecting your security information regarding the payment instrument and for using the payment instrument following the rules. If the payment instrument is lost or stolen, or you learn of a transaction that occurred against your will, you must notify us immediately. This notification is free of charge. We would like to remind you that you are obliged to take the necessary security measures from the moment you receive the payment instrument or have the opportunity to use and store it. In this regard, you may be charged the renewal fee for the payment instrument based on a notice you provide. If you notify in this context, you will not be responsible for transactions you did not authorize after your report. You will be liable for 250 TL of the loss related to the transactions you did not authorize within 24 hours before the notice. We would like to remind you that according to the relevant legislation, you are responsible for any damage resulting from the payment transaction if you fail to comply with the notification about the loss or theft of the payment

instrument or the transactions that took place against your will. However, if the damage was caused by our employees, representatives, or external service providers, you will not be liable for the damage and the payment transaction.

If we determine that the account information service provider or payment initiation service provider is accessing your payment account in a fraudulent or unauthorized manner or is attempting to initiate a payment transaction in a fraudulent or unauthorized manner, access to the payment account may be blocked. In this case, we will notify you about the blocking of access together with the reasons, preferably before the access is blocked or immediately after the access is blocked, unless other relevant laws prevent the information and there are objective reasons that jeopardize security. Access to the payment account is possible again when the situation that caused access to the payment account is eliminated.

#### ➤ **Notification and correction rights and obligations in the event of unauthorized or erroneous transactions**

Once you learn of a payment transaction you did not authorize or made in error, you may request us to correct the transaction promptly, but no later than thirteen months after the payment. If you have not been provided with all the information about the payment transaction referred to in the Regulation, you may always request a correction, regardless of this time limit.

We will process your request for correction as soon as possible. However, if there is a strong suspicion of fraudulent use, intent or gross negligence, we may investigate for a reasonable time before executing your request. If the payment transaction proves to be unauthorized or erroneous, we will promptly refund the amount or reinstate your account.

#### ➤ **Consent to the availability of funds**

In some cases, at the request of organizations that issue card-based payment instruments, we may confirm whether your account has the required amount to process the card-based payment transaction if you have consented. In this regard, you may request to be informed of the name of the payment provider that requested confirmation of the availability of funds and the response to the consent request.

#### ➤ **Data protection**

Notwithstanding the Personal Data Protection Act and related regulations, we may access, use and store only the data related to the performance of the payment service, provided that you clearly inform us of this under the powers and responsibilities conferred on us by law. The access, use and storage of this data for reasons not directly related to the payment service provision is possible only with your consent. If personal data is included in the data accessed for reasons not directly related to the provision of the payment service, your explicit consent must be obtained.

#### ➤ **Processes related to the payment order**

We cannot refuse to initiate or execute a payment order if the conditions set out in the contract are not met, unless otherwise provided by law or for a justified reason. In case of refusal, if there is no legal obstacle or there are no objective reasons that jeopardize security, we will notify you as soon as possible, but no later than the end of the business day following the day of receipt of the payment order.

Unless otherwise agreed, you cannot withdraw the payment order you as the sender have given after our Company has received it.

In the case of a direct debit payment as sender, you may revoke the payment order no later than the end of the business day before the agreed day of debiting the account. After this deadline, the recipient's consent is required to reverse the transaction. In addition, we may charge a fee proportionate to the costs we have incurred if we agree to the Framework Agreement for this transaction. Other situations regulated in the Regulation are reserved.

#### ➤ **Amounts sent and received**

We do not make deductions from the amount we remit as sender in your transactions. If the balance remaining in your payment account after the amount transferred is less than the transaction fee to be charged, we may reject your transaction.

For transactions where you are the recipient, we may decide to deduct the fees to be charged from the payment transaction amount. In this case, we will specify the exact amount of the payment transaction and the fees separately in our notice.

#### ➤ **Payments made to the payment account**

As the sender, we will transfer the amount of the payment transaction to the account of the recipient's payment service provider immediately upon receipt of your payment order, but no later than the end of the following business day. For transactions initiated with a written contract, this period may be extended by one business day. We may agree on a longer period for processing the payment, but not more than four business days from the date of receipt of the payment order.

If we have agreed on a date for the payment that is later than the date the payment order is issued, we will transfer the amount to the account of the recipient's payment service provider on that date.

If you are the recipient, we will transfer the amount to your payment account and hold it for use until the end of the business day on which the amount of the payment transaction is transferred to our account. Money deposited in the currency of the account in cash to the payment account will be made available by our Company on the day it is received.

#### ➤ **Our responsibility concerning problematic payments**

**Incorrect identifiers:** Transactions made by you as the sender will be deemed to have been made correctly for payment transactions made in accordance with the identifier you provided. Even if additional identifier information is submitted, we are responsible for ensuring that the transaction is performed using only the identifier. If the identifier is incorrect, we are not responsible for the non-processing or incorrect payment processing.

In the case of incorrect payment transactions, we will take the necessary steps to recover the funds but may charge the fees we outlined in the Framework Agreement for those transactions.

If the funds that are the subject of the incorrect payment transaction cannot be recovered, we will provide you with all relevant information and documents in our possession that you may use in taking legal action, provided you make a written request.

**Our obligations if the transaction is not executed or is executed incorrectly for our Company:** Our Company is responsible for the correct execution of the payment transaction for those transactions for which you, as the sender, have issued a payment order. (The recipient's payment service provider

is liable if it proves that the payment amount was received by the recipient's service provider.) In such cases, we will promptly refund the non-executed or incorrectly executed portion of the payment transaction and restore your payment account if the amount was deducted from the payment account.

In the case of non-executed or incorrectly executed payment transactions for which you, as the sender, have issued a payment order, we will, at your request, carry out the necessary work to determine the reasons for the non-execution or incorrect execution of the transaction and inform you free of charge of the results obtained.

In cases where we are responsible for transactions where you are the recipient, we will immediately transfer the payment transaction amount to your account and make it available for your use.

We will be responsible for compensating you for the interest and fees you will have to pay if the payment transaction is not executed or if it is executed incorrectly due to the fault of our Company or a fault in the infrastructure and services for which it is responsible.

### ➤ **Complaints and Objections**

Your complaints and objections regarding the payment service will be answered within twenty days from the date of the request, with the method you requested justified.

Individual customers may apply to arbitration committees established at the Association of Payment and Electronic Money Institutions of Türkiye ("**TÖDEB**") to evaluate and resolve disputes between them and our Company without prejudice to the provisions of the Consumer Protection Law and other laws. Before resorting to arbitration, a written request regarding the dispute must be submitted to our Company no later than 2 years from the date of the transaction or act that is the subject of the dispute. If our Company does not respond to the request within 20 (twenty) days from the date of the request, which is also the expiration period (20 days), and if you do not consider the response given to be sufficient, you may submit an electronic request to the arbitration court within 60 (sixty) days from the date of the response by completing the form at the address "<https://todeb.org.tr/hakemheyetibasvuruformu/>" and submitting the required information and documents. For detailed information on the conditions for appealing to arbitration, see the TÖDEB website (<https://todeb.org.tr/>)

### ➤ **Compelling reason**

The Organization is not liable for its obligations regarding (i) the approval of the payment transaction, (ii) the receipt of the payment order, and incorrect payments in extraordinary situations not caused by its negligence or fault, in case of a compelling reason, or when required by the obligations outlined in other laws. (The mentioned situations are listed in the fourth section of the fourth part and the first and second sections of the fifth part of the Regulation.)

### ➤ **Measures for safety and security**

The necessary information for your account and the security of your transactions can be found at the addresses <https://fups.com/static/file/Security.pdf> and <https://fups.com/static/file/Declaration-of-Ultimate-Beneficial-Ownership.pdf> on our website.

## **Annex-1 Definitions**

In this information form, references are given as follows;

**Recipient:** The natural or legal entity to whom the funds that are the subject of the payment and/or electronic money transaction are intended to go and/or that the user pays with the application and its cards to purchase products.

**Framework Agreement:** The Framework Payment Services Agreement determines the procedures and principles for the execution of single or continuous payment transactions and, where possible, the opening of a payment account between the payment service provider (our Company) and you, our customer.

**Electronic Money:** Monetary value issued against a balance accepted by Lydians, stored electronically, used to carry out payment transactions as defined by the law and accepted by natural and legal entities other than Lydians.

**Funds:** Banknotes, coins, fiat money, or electronic money.

**Sender:** The natural or legal entity that issues a payment order with or without a payment account.

**Law:** Law No. 6493 on Payment and Securities Settlement Systems, Payment Services, and Electronic Money Institutions.

**Identifier:** Combination of numbers, letters, or symbols peculiar to the customer to identify him/her and distinguish him/her from other users by the payment service provider.

**Personal Data:** Personal data as defined in Article 3 (1)(d) of Law No. 6698.

**Customer:** Payment service user and electronic money user.

**Payment Instrument:** Card, cell phone, password, and similar means of payment used by users to order payment.

**Payment Order:** An instruction the payment service user gives to execute the payment transaction.

**Payment Transaction:** Deposit, transfer, or withdrawal of funds made at the user's instruction.

**Representative:** A natural or legal entity acting in the name and on behalf of the organization.

**One-time Payment Transaction:** A one-time payment transaction not covered by the Framework Agreement.

**Regulation:** Regulation on Payment Services and Electronic Money Issuance and Payment Service Providers.