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## 1. INTRODUCTION

- 1.1. This User Agreement ("Agreement") is concluded between L2C Coaching Education and Consultancy Trade Limited Company ("L2C" or "Company") and individuals ("User" or "You") who create an account on the Platform, act as a coach or coachee, benefit from the Service, and use the Platform.
- 1.2. This Agreement sets out the terms and conditions that Users must comply with when accessing, registering, and using the Platform.
- 1.3. The Platform is a system that brings coaches together, enabling them to provide or receive coaching through a subscription model accessible via mobile and/or web applications. Depending on their role on the Platform, Users may act as "Coaching Recipients" (coachee) or "Coaching Providers" (coach).
- 1.4. By creating an account and using the Platform, you are deemed to agree to and be bound by the terms outlined in this Agreement. The use of the Platform is also subject to our Privacy Policy and Cookie Policy, which collectively apply as part of these terms.


## 2. PARTIES

### 2.1. L2C Koçluk Eğitim ve Danışmanlık Ticaret Limited Şirketi

- **Company Name:** L2C Koçluk Eğitim ve Danışmanlık Ticaret Limited Şirketi
- **Address:** Fatih Mah. Selahaddin Eyyubi Cad. No: 8AE, İç Kapı No: 28, Sancaktepe / İstanbul
- **MERSİS Number:** 0607083657000001
- **Tax Office:** Sultanbeyli Tax Office
- **Tax ID/Number:** 6070836570
- **Email:** info@link2coaching.com
- This Agreement is entered into by and between L2C Coaching Education and Consultancy Trade Limited Company ("L2C") and the User. The Parties agree to the terms and obligations to which they are bound under this Agreement. In the text of the Agreement, "L2C" and the "User" shall collectively be referred to as the "Parties" and individually as a "Party."

## 3. DEFINITIONS


TERM	DEFINITION
<b>Agreement</b>	Refers to this User Agreement and its annexes.
<b>Platform</b>	The system developed by L2C, providing an environment where Coaches and Coachees can interact and exchange services via mobile or desktop applications or web browsers.
<b>Service</b>	The term "Service" refers to all services provided under the subscription model through the Platform by L2C. This Service exclusively includes the operations and transactions offered by L2C and confined to the scope of the Platform. Any services provided by L2C outside the Platform are not considered within

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	the scope of this definition.
<b>User(s)</b>	Individuals who create an account on the Platform and utilize its services, either as Coaches or Coachees.
<b>Coaching Provider (Coach)</b>	A user who provides coaching services on the Platform.
<b>Coaching Recipient User (Coachee)</b>	A user who receives coaching services on the Platform.
<b>Affected Party</b>	Refers to the party claiming that it is unable to fully or partially perform its contractual obligations due to an event or circumstance beyond its reasonable control, such as a force majeure event or a situation of excessive hardship as regulated in the Agreement.
<b>Indemnified Parties</b>	Refers to L2C, its successors, affiliates, subsidiaries, business partners, representatives, executives, directors, employees, and agents, as well as its licensors, suppliers, and similar stakeholders. These individuals and entities have the right to claim indemnification or exercise legal defense in situations involving any claims, lawsuits, damages, penalties, or liabilities arising from or as a result of actions or operations of the User.
<b>Software</b>	It encompasses all digital infrastructure, codes, programs, modules, algorithms, database queries, interface components, and other software elements developed by or under the ownership/control of L2C. This definition includes all software components necessary for accessing and using the L2C Platform, such as server-side software, mobile or desktop application codes, APIs, feature sets, test scripts, compiled libraries, source code, design templates, and similar technical elements.
<b>Subscription</b>	It refers to the subscription model that users obtain in exchange for a specified fee to benefit from the services offered on the Platform. Subscription models may be offered as annual ("Annually"), monthly ("Monthly"), or other specified subscription methods, prices, and terms. The subscription model grants users the right to access the services specified within the scope of the Platform.
<b>User Content</b>	It refers to any data, text, visuals, videos, audio recordings, comments, or similar content provided, uploaded, or transmitted by the user to the L2C Platform or Services. The user is solely responsible for the intellectual property rights

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	and legal compliance of such content.
<b>Personal Data</b>	Any information relating to an identified or identifiable natural person.
<b>KVKK</b>	Refers to the Law No. 6698 on the Protection of Personal Data, which regulates the processing, storage, and sharing of personal data within Turkey.
<b>GDPR</b>	Refers to the General Data Protection Regulation (EU 2016/679), which governs the protection of personal data and privacy in the European Economic Area, including cross-border data transfers.
<b>Confidential Information</b>	Refers to all data, trade secrets, financial information, business plans, technical data, business model details, software codes, and similar information that are disclosed by the Parties to each other within the scope of this Agreement or indirectly, which are not publicly available or would reasonably be considered confidential by a person.
<b>Data Processing</b>	Any operation performed on personal data, whether through automated or manual means, including collection, storage, alteration, or deletion.
<b>Application/Platform Information</b>	It refers to the private mobile interface or page accessed with a username and password, where the user enters their personal data and other information specific to the application in order to carry out necessary transactions to benefit from the services offered on the L2C Platform.
<b>Access Tools</b>	It refers to the security information such as the username, password, PIN, or code used by the user to log into the L2C Platform and/or their account, granting access to the necessary management screens and other protected areas, which are known only to the user.
<b>Devices</b>	It refers to all personal or corporate devices, such as phones, tablets, and computers, that the user uses to access the L2C Platform (mobile or desktop applications, web interfaces, etc.).
<b>Payment System</b>	It refers to the online infrastructure used for paid services or subscription models offered on the L2C Platform, enabling the user to make payments. This system may work through third-party payment service providers (such as izico, paytr, stripe, paypal, etc.) or mobile app stores (e.g., Apple App Store or Google Play Store) under their own terms and conditions,

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	and the user may need to accept the terms and conditions of these third-party services.
<b>Application Store(s)</b>	It refers to third-party platforms such as the Apple App Store, Google Play Store, or similar platforms through which mobile applications can be downloaded and updated; the user can obtain the L2C Platform from these stores and accepts that they are subject to the terms, usage conditions, pricing policies, and other regulations of these stores.
<b>Third-Party Ads</b>	It refers to marketing, advertising, promotional, or informational content owned by companies or individuals other than L2C that is displayed, linked, or shared through the L2C Platform or via the Platform. These advertisements are not under the control of L2C, and responsibility for content, accuracy, reliability, timeliness, and similar matters lies with the third party that presents the advertisement.
<b>Third-Party Applications</b>	It refers to independent software and services that can work in integration with the L2C Platform or that users can access and use through the Platform. The development, management, and responsibility of these applications lie entirely with the relevant third parties; when the user chooses to use such applications, they accept that they are subject to the terms and policies of the third-party provider.
<b>API (Application Programming Interface)</b>	Refers to a set of predefined methods, protocols, and rules that facilitate interaction and data exchange between the L2C Platform and other software systems. The API serves as an interface designed to allow external applications or integrations controlled access to specific functions or data of the L2C Platform.
<b>Source Code</b>	Refers to the readable and editable code of software. This code includes the core text-based programming that contains the program's logic, algorithms, and functionalities, which developers work on before compiling or executing the files. Source code allows for direct modification or adaptation of the software's operation.
<b>ICC/MTO</b>	Stands for the "International Chamber of Commerce," a globally recognized and accepted institutional organization engaged in promoting international trade, establishing rules and standards for resolving commercial disputes, and enhancing international business practices. The Agreement may reference or incorporate standard provisions from various

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	contract terms and guidelines prepared by the ICC (e.g., force majeure and hardship clauses).
<b>AI Mentoring</b>	Refers to the optional mentoring, guidance, or suggestion feature (the “AI Mentoring”) integrated into the L2C Platform and powered by a third-party provider. This service may involve automated responses, personalized suggestions, or analytics derived from artificial intelligence tools. All content, data processing, and confidentiality related to AI Mentoring shall be subject to both L2C’s and the third-party provider’s policies, and the User is responsible for reviewing the applicable terms.
<b>Third-Party Mentoring Partner</b> <b>AI</b>	Refers to the external entity or partner that supplies the AI-driven functionality (such as chatbots, predictive analytics, or other artificial intelligence tools) integrated with the L2C Platform. This partner has its own privacy/cookie policies and may collect or process data independently of L2C.

#### 4. SUBJECT OF THE AGREEMENT

- 4.1. This Agreement has been executed to establish the terms and conditions for the use of the Platform provided by L2C by the Users and to regulate the rights and obligations between the Parties.
- 4.2. Within this scope, the Agreement governs matters such as the creation of accounts by Users via the Platform, benefiting from subscription models, receiving and providing coaching services, utilizing other services through the Platform, and fulfilling other related operations.
- 4.3. Additionally, documents such as our Privacy Policy and Cookie Policy, concerning the use of the Platform, are also considered as part of this Agreement. By using the Platform, Users are deemed to have accepted the rules specified in this Agreement and other related documents.


#### 5. TERMS AND CONDITIONS OF USE

- 5.1. **Account Creation and Single Account Usage:** The User may access the Platform using only one account. All information provided in the account created by the User is deemed accurate and complete. The User agrees not to provide misleading information or open an account on behalf of someone else. Users registering on the Platform must be at least 18 years old and legally competent. By using this Service, you declare that you are legally competent, not under the age of 18, will not access the Service using bots or similar non-human tools, will use the Service solely for lawful and permitted purposes, do not reside in any country subject to an embargo by the United States (“US”) or the Republic of Turkey (“Turkey”) or designated as a “State Sponsor of Terrorism,” are not listed on the US or Turkey’s restricted/prohibited persons lists, and that your use of the Service will not violate any law or regulation. You also acknowledge that L2C reserves the right to restrict or prohibit your present and future use of the Service (or parts

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thereof) if you provide incorrect, inaccurate, outdated, or incomplete information.

- 5.2. **Account and Password Security:** The User is responsible for maintaining the confidentiality of the password and other credentials used to access their account and for all activities conducted under these credentials. If the User suspects that a third party has accessed their account, they must promptly notify L2C in writing. L2C reserves the right to temporarily suspend or restrict access to the User's account in cases of suspicious activity.
- 5.3. **Illegal and Improper Use:** The User agrees to use the Platform solely for lawful and ethical purposes. Engaging in illegal activities, hate speech, insults, threats, harassment, obscene content, fraud, or sharing content that constitutes a crime or violence under the Turkish Penal Code or the laws of the User's residence is strictly prohibited. Users are presumed to have no national or international criminal records.
- 5.4. **Prohibited Conduct and Technical Restrictions:** As a User, you agree not to access the Service for purposes other than those intended or for any unauthorized commercial venture; systematically extract data from the Service to create collections, compilations, databases, or libraries without explicit consent; engage in unauthorized use, modification, derivative works, or revenue-generating activities inconsistent with the intended purpose; make the Service accessible to multiple devices or users simultaneously; develop products, services, or software directly or indirectly competing with the Service; bypass security measures, frame or link the Service without permission, interfere with or disrupt Service-related networks, reverse-engineer or decrypt the Service, disable security measures, upload malware, launch autonomous systems (e.g., spiders, bots), send unsolicited commercial emails, or make automated queries to the Service. You also agree to refrain from behaviors that would defame, tarnish, or harm L2C or third parties, infringe on trademarks, copyrights, or intellectual property, or violate laws and these Terms of Use.
- 5.5. **Fair/Acceptable Use:** The Platform is designed for individual and intended use. Abuse of system resources, automated access using robotic software, malicious manipulation of the service, or behaviors that adversely affect the experience of other Users are prohibited. L2C reserves the right to suspend or terminate access for Users who violate fair use rules.
- 5.6. **Conflict of Interest:** The User shall not use the Platform in a manner that prioritizes their own or third-party interests at the expense of L2C or other Users. Conducting competitive activities, unauthorized access to other Users' information, or misuse of services via the Platform is prohibited.
- 5.7. **Notification and Complaint Procedures:** The User agrees to promptly notify L2C of any technical issues, service interruptions, or inappropriate behavior by other Users on the Platform. L2C reserves the right to evaluate such notifications and take necessary actions.
- 5.8. **Service Restrictions:** L2C may intervene as necessary to restrict, suspend, or terminate Users' access to the Platform. Such cases include violations of this

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Agreement, exceeding fair use, or compliance with legal requirements, among others.

- 5.9. Messaging and Interaction Rules:** Users are required to adhere to general courtesy rules during messaging and meetings on the Platform. Messages containing insults, humiliation, harassment, or any content that constitutes a crime under the Turkish Penal Code or the laws of the country where the User resides or is located, as well as unethical behavior, are strictly prohibited. Users may leave public comments visible on their profiles based on the coaching sessions they received or under the conditions provided by the Platform; however, such comments must not constitute unfair competition. Comments about coaching sessions that were not received are prohibited, as are misleading, false, or comments that may constitute copyright infringement, trademark violations, or unfair competition. All comments and content must be accurate, honest, and truthful. Users must avoid behaviors that infringe on the rights of other Users and respect data privacy.
- 5.10. Profile and Personal Information:** The User declares that all information provided on their profile is accurate and up-to-date. Profile pictures must clearly display the User's face. Profiles should not include overly personal information. L2C reserves the right to review and request modifications to profile content if deemed inappropriate.
- 5.11. Data Protection and Security:** Users agree not to obtain, share, or misuse the data of other Users without authorization. In the event of a data breach, the User must immediately notify L2C. L2C reserves the right to take necessary legal actions or suspend, close, or delete accounts responsible for violations.
- 5.12. Personalization and Matching System:** The Platform uses advanced personalized algorithms to match Users with the most suitable coaches based on the information provided. However, matching is advisory and does not guarantee success or compatibility. Users acknowledge that the information they provide directly influences the matching results. Coaches' qualifications and performance are reviewed by L2C, but the quality, content, or results of the coaching service are entirely the responsibility of the Coaching Provider User.
- 5.13. Peer Coaching System:** Peer Coaching is a special feature where Users coach each other under the following rules:
- 5.13.1. Session Process:** Each Peer Coaching includes a total of 4 sessions, consisting of 1 "chemistry" (introductory) session and 3 coaching sessions. The chemistry session lasts 30 minutes, while coaching sessions last a maximum of 60 minutes.
  - 5.13.2. Automated Matching:** The system automatically matches users based on their preferred languages, coaching hours, titles, and availability calendars.
  - 5.13.3. Reciprocal Coaching:** Matched "peers" (users) agree to both provide and receive coaching.
  - 5.13.4. Session Log:** Sessions must be conducted via the link provided by the system. This ensures that session details (date, duration, etc.) are recorded in the session log.




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- 5.13.5. ICF Rules:** All participants in Peer Coaching act in accordance with [ICF-Core Competencies](#) and the [ICF Code of Ethics](#) and evaluate coaches based on these guidelines.
- 5.13.6. Confidentiality and Recording:** All information shared during sessions is confidential between the parties. Any recording (audio, video) or recording needed for certification evaluation must be preceded by obtaining mutual consent from the matched users at the beginning of the session.
- 5.13.7. Weekly/Biweekly Sessions:** Peer Coaching sessions are typically scheduled weekly or biweekly.
- 5.13.8. Unlimited Matching (Give-Take Balance):** Users may request an unlimited number of new matches but are committed to maintaining a balance between giving and receiving coaching.
- 5.13.9. Incomplete Sessions:** If matched peers fail to complete the 4 sessions, the system records this status as "incomplete," and the relevant sessions appear incomplete in the session log.
- 5.14. Coach/Coachee Role:** A user is considered a "Coaching User" (coach) when providing coaching and a "Coachee User" (coachee) when receiving coaching. The user agrees that the current agreement and rule set remain equally binding regardless of their role.
- 5.15. Scoring and Visibility Consent:** Users acknowledge that the coaching sessions they provide or receive may be rated, and these ratings may appear on their profile. Users understand that they cannot remove or delete these ratings and comments. Users consent to their profile information, ratings, and comments being used by L2C, made public, subjected to approval, or used in other physical/digital publications or marketing activities. Comments or evaluations submitted by users about other users may be published publicly after approval, control, and revision by L2C. L2C reserves the right to edit, sort, or decide whether to publish such comments. Users are prohibited from writing comments, whether positive or negative, for coaching or services they did not receive or provide, or from writing content that creates unfair competition concerning the work, brand, trade name, or services of others. All comments and critiques submitted to the Platform are the intellectual property of L2C. L2C reserves the right to make changes to, delete, or completely remove such comments and may choose not to publish some comments. L2C reserves the right to use all information, comments, and critiques associated with the user account in its marketing activities, subject to the user agreement, privacy policy, and applicable legal regulations.
- 5.16. Boundaries and Prohibited Services:** Users cannot provide coaching advice in areas requiring professional licenses, such as health, psychiatry, psychology, or law, or in matters prohibited by L2C's defined scope or applicable laws. Users must adhere to ethical and legal standards during coaching sessions and refrain from forming relationships that exceed professional boundaries between users. L2C reserves the right to unilaterally impose sanctions on users found to have violated boundaries or engaged in prohibited activities as defined by law.



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- 5.17. Zoom or Similar Meeting Applications:** Users may use Zoom (or similar video conferencing tools) by setting up the necessary configurations in their profile. L2C is not responsible for any technical issues arising from connection or membership problems. Users must comply with the terms of third-party services such as Zoom when arranging meetings or sessions.
- 5.18. Right to Delete Profile:** User profiles and content may be deleted by L2C unilaterally or in cases of violation or legal obligation. L2C has the right to completely remove the profile due to a breach of contractual terms or legal requirements. Users accept that they cannot claim any rights or compensation from L2C for such deletions or removals.
- 5.19. Reservations and Calendar:** Whether acting as a Coach or Coachee, users are required to adhere to the times reserved on the calendar for coaching sessions. Failure to attend or last-minute cancellations of reserved sessions may negatively affect the user's rating or result in membership termination. L2C reserves the right to impose various sanctions (e.g., reducing ratings, temporarily closing the calendar, terminating membership) in the event of reservation violations.
- 5.20. Service Continuity:** L2C undertakes to inform users in cases of temporary suspension of services due to technical maintenance, updates, legal requirements, or other compelling circumstances. However, L2C is not responsible for any damage or loss arising from such interruptions. Users accept that they will not have access to the Platform during these interruptions and that this does not constitute grounds for compensation.
- 5.21. User Responsibilities:** Users agree to use the Platform legally and in compliance with this Agreement. L2C reserves the right to suspend, terminate, or take other appropriate measures against users who violate these responsibilities. In addition to the obligations specified in this Agreement, users are responsible for the following:
- 5.21.1.** Keeping account information accurate and up to date.
  - 5.21.2.** Communicating respectfully and courteously with other users on the Platform.
  - 5.21.3.** Avoiding the use of software, viruses, or other harmful tools that could negatively impact the Platform's operation.
  - 5.21.4.** Refraining from behaviors that may lead to the misuse of services.
  - 5.21.5.** Verifying the accuracy of information provided or received during coaching and refraining from sharing false, misleading, or incorrect information.
- 5.22. Customer (User) Services and Company Communication:** Users are expected to maintain respectful and polite communication with customer service representatives and other employees. If threatening, harassing, or aggressive behavior is detected, L2C reserves the right to terminate the user's account or take other necessary measures.
- 5.23. Community Rules:** To ensure the healthy operation of the Platform as a community, the following rules must be observed:

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- 5.23.1.** Avoid speech, expressions, actions, and behaviors that would violate laws, regulations, court orders, or legally binding administrative measures.
- 5.23.2.** Refrain from statements or actions that harm or are likely to harm public order or moral traditions.
- 5.23.3.** Avoid sharing content that infringes on intellectual property rights, reputation rights, privacy rights, or other legal/contractual rights.
- 5.23.4.** Prohibited are sexual or obscene expressions, violent, discriminatory, or hate speech, insults, threats, acts that constitute crimes under the Turkish Penal Code or the laws of the user's country of residence, and propaganda-related activities.
- 5.23.5.** The use of false identities, certifications, experience, licenses, or credentials, spreading misleading information, spam messages, and actions that negatively impact the experience of other users are prohibited.
- 5.23.6.** Users cannot engage in acts of support or sympathy for any crime, violence, terrorism, or radical groups.
- 5.23.7.** Users may not disclose or share information obtained or recorded during Platform use without the explicit consent of the relevant parties and L2C.


## **6. RIGHTS AND OBLIGATIONS**

- 6.1.** The User may provide or receive services as a "Coaching Provider User" (coach) or a "Coaching Recipient User" (coachee) using the account created on the L2C Platform. In both cases, the provisions of this Agreement shall apply. L2C does not guarantee the legal or professional qualifications, service quality, or results of the coaching services conducted between users; L2C solely provides the technical infrastructure and acts as a service intermediary.
- 6.2.** The User is responsible for providing complete and accurate information regarding coaching certifications, professional qualifications, and identity data when registering on the Platform or afterward. Failure to provide such information or providing false or misleading information may result in account suspension or cancellation. L2C does not guarantee the accuracy of such information and shall not be held liable for disputes arising from false declarations made by users.
- 6.3.** The User may create only one account on the Platform and use it solely on their behalf; accounts cannot be transferred or shared with others. Passwords and access credentials must be kept confidential, and unauthorized access must be reported to L2C in writing immediately. The User is responsible for all activities conducted through their account, and L2C shall not be liable for damages arising from such activities.
- 6.4.** A Coaching Provider User (Coach) offering services must verify their professional qualifications and coaching certifications to L2C. The coach bears full legal and professional responsibility for advice, information, or guidance provided to their clients (Coaching Recipient Users or Coachees) during the coaching process. The coach is required to act in accordance with


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ethical and moral principles and provide services within the framework of confidentiality, honesty, and respect for privacy. The coach is solely responsible for the accuracy of the information provided and the quality of the services rendered, and L2C makes no guarantees in this regard.

- 6.5. A Coaching Recipient User (Coachee) acknowledges that they evaluate the coach's advice and guidance at their discretion and bear full responsibility for the outcomes. Decisions such as implementing, canceling, or postponing the matters guided by the coach are made at the User's own risk and responsibility. L2C provides no guarantees regarding the achievement of the desired results from the coaching process.
- 6.6. The User agrees to use tools provided by the Platform, such as matching, messaging, and calendar reservations, in compliance with legal, ethical, and community standards. The User is responsible for attending scheduled coaching sessions on time and promptly informing the other party in case of cancellations or rescheduling. Frequent or unwarranted cancellations, misuse of reservations, or manipulative behavior may result in account restrictions, closure, or other penalties imposed by L2C.
- 6.7. The User may join the Platform through a subscription model or a free trial period; if they choose a paid package, they must make payments and cover applicable taxes in compliance with regulations. L2C may announce price changes via notifications. A Coaching Provider User must clarify whether or not they are entitled to payments from L2C, in accordance with Platform rules and contractual provisions. L2C is not liable for disruptions in third-party payment infrastructures.
- 6.8. Coaches are prohibited from providing advice in fields requiring legal or professional licenses (e.g., health, law) without proper authorization. The User is responsible for ensuring the coach's qualifications in such fields. Coaching Recipient Users apply the coach's guidance at their own discretion and risk, and L2C does not assume responsibility for medical or legal consultations. No User is permitted to engage in activities involving illegal, immoral, violent, or hate speech, or actions promoting sexual exploitation or radical organizations.
- 6.9. The User acknowledges that any information shared during coaching sessions may constitute personal data disclosed at their discretion as the data owner/subject, and L2C processes this data in compliance with data protection regulations (e.g., KVKK, GDPR). The coach agrees to use the information obtained solely for the purpose of the coaching session/service and to protect the other party's personal or confidential information.
- 6.10. Users accept that L2C is only responsible for providing the technical infrastructure and intermediary services and bears no responsibility for individual agreements, fee negotiations, business models, or other commercial activities conducted between coaches and coachees. Coaches are responsible for independently managing additional revenue streams, such as training, seminars, or courses organized outside the Platform; L2C assumes no legal or commercial liability in these activities.

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- 6.11. Users must not use offensive, abusive, threatening, hateful, sexual, or illegal language in the Platform's community spaces such as messaging, forums, announcements, or events. Failure to comply may result in temporary suspension, permanent account closure, or other penalties imposed by L2C. Users acknowledge that they cannot claim refunds or compensation for such actions taken by L2C.
- 6.12. Users are encouraged to report technical issues or problems related to the coaching process to L2C through its customer support or designated communication channels. L2C will make reasonable efforts to resolve the issue and support the User but provides no guarantees regarding disputes between coaches and coachees or payment issues (e.g., those involving third-party infrastructures).
- 6.13. Users agree that L2C may share data or account information with administrative, judicial, or regulatory authorities when required and may suspend or terminate accounts as deemed appropriate in response to such requests. Any violations of applicable laws or contractual provisions by the User may result in L2C seeking compensation for damages.
- 6.14. L2C may partially or fully suspend the Platform for technical maintenance, improvements, updates, force majeure, or legal obligations. The User acknowledges that they cannot claim damages or compensation from L2C for services unavailable during such periods. L2C reserves the right to modify usage terms or subscription conditions at any time, and continued use will be deemed acceptance of such changes.
- 6.15. The User agrees to comply with the obligations specified in this Agreement, refrain from illegal activities, avoid actions that could compromise the Platform's security or functionality, and act truthfully and honestly in coaching processes. In case of non-compliance, L2C reserves the right to suspend or terminate the User's account immediately.
- 6.16. L2C does not endorse, verify, or guarantee the services provided by Users, their session performance, or the quality or outcomes of the services rendered. L2C may use certain algorithms to rank, categorize, or highlight specific Users based on popularity, preferences, or satisfaction ratings by other Users. However, this does not constitute L2C's endorsement or guarantee of the services.
- 6.17. While L2C assumes no liability, it will make reasonable efforts to ensure proper and complete execution of services rendered by Users on the Platform. However, in cases of gross negligence or misconduct by a User that causes harm to others or leads to legal action against L2C, L2C reserves the right to recover all damages, legal fees, fines, and attorney costs from the responsible User or offset these against any outstanding claims.
- 6.18. The User declares compliance with national and international sanctions and export control regulations, including those of Turkey and the United States. Users confirm they do not reside in embargoed regions and are not listed on sanctions lists (e.g., OFAC). Violations of these conditions allow L2C to terminate the Agreement and cancel the account. Users agree to comply with export/import control laws of their jurisdiction while using the Platform.

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- 6.19.** This Agreement establishes a legal relationship between L2C and the User as independent parties. It does not create agency, partnership, employment, or franchise relationships. Coaching Provider Users perform their services independently, and L2C provides only the technical infrastructure and intermediary services. Accordingly, no employer-employee, agent-principal, or partnership relationship is established between L2C and the User.
- 6.20.** AI Mentoring may be offered as an optional feature or module. L2C reserves the right to introduce or discontinue AI Mentoring at any time, impose additional subscription fees or usage costs, and unilaterally determine the pricing, billing cycles, or usage terms. If an additional fee applies, the User will be informed during the purchase or activation process, and the User must consent to such fees to proceed.
- 6.21.** The User acknowledges that any suggestions or insights provided by AI Mentoring do not replace human judgment, professional medical/legal advice, or specialized counseling. Users remain fully responsible for all decisions and actions taken based on AI Mentoring outputs. L2C strongly recommends independent verification of any critical advice obtained through AI Mentoring.
- 6.22.** Users shall not abuse or manipulate the AI Mentoring feature, attempt reverse-engineering or extraction of the underlying AI model, or provide unlawful inputs that violate intellectual property, privacy rights, or any applicable laws. L2C may restrict or terminate the User's access to AI Mentoring in cases of non-compliance.


## **7. PAYMENTS AND REFUNDS**

- 7.1.** The services provided by L2C may be subject to a paid subscription model to access certain features or content. By purchasing a subscription through the Platform or third-party application stores (e.g., Apple App Store, Google Play Store), the User is deemed to have accepted the fees and payment intervals displayed at the time of purchase. All prices are determined based on the rates announced by L2C and may include various taxes (e.g., VAT).
- 7.2.** Payments can be made via application stores, credit cards, digital wallets, or third-party payment infrastructures integrated by L2C. The User is responsible for selecting the payment method and complying with the conditions set by the respective service provider. L2C cannot be held liable for technical failures, declined transactions, security breaches, or similar issues arising from third-party payment services or application store infrastructures. The User acknowledges that access to services or subscriptions will not be granted unless payment is successfully completed.
- 7.3.** Certain subscription packages may include automatic renewal. If the User accepts this auto-renewal feature when subscribing, the renewal fee for the new term will be automatically charged to the registered payment method at the end of the current subscription term. Unless otherwise specified, the auto-renewal period will be the same as the initial subscription term. Users who do not wish to renew automatically must cancel their subscription before the renewal date; otherwise, they will be responsible for the fee for the relevant period.

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- 7.4.** L2C reserves the right to change subscription or service fees at any time. Fee changes may be announced on the Platform or communicated to the User via email, SMS, in-app notifications, or similar means. If the User does not accept the price increase, they must notify L2C in writing (e.g., email) within 3 (three) days from the date of notification and terminate their subscription/service use. Failure to object within the specified period or continued use of the service implies acceptance of the new price. As long as the subscription continues, L2C will maintain automatic deductions based on the updated rates.
- 7.5.** L2C may occasionally offer a limited “trial period,” promotional pricing, or free access. If the subscription is not terminated before the trial period ends, the standard subscription fee will be charged to the User. To prevent the abuse of multiple free trials, L2C reserves the right to implement measures to restrict repeated use of free trials by the same User. Such trial periods may be canceled or modified unilaterally by L2C without prior notice.
- 7.6.** Except for exceptions specified in this Agreement, purchases or subscription fees paid by the User are non-refundable. For purchases made via application stores (e.g., App Store, Google Play), the refund process and conditions are subject to the refund policy of the respective store. In such cases, the User should contact the store’s representatives directly. In countries with statutory withdrawal rights (e.g., within the European Economic Area), users purchasing digital content or continuous services will have their refund/withdrawal terms processed per applicable laws. Users acknowledge that a proportional fee for services received up to the withdrawal date may be charged.
- 7.7.** Users subject to the Consumer Protection Law No. 6502 and the Distance Contracts Regulation are governed by the relevant legislation concerning withdrawal rights and exceptions for digital content or continuous service purchases. For subscription-based services, if the User requests immediate access to digital services and such access is granted, the statutory exceptions may apply. Users accept any deductions or charges arising from partial use or associated costs when exercising withdrawal rights under the law. If the service was acquired through platforms like Apple App Store/Google Play Store, the respective platform’s refund and withdrawal policies will apply, and L2C’s liability in such processes is limited.
- 7.8.** To cancel a subscription, the User must follow the cancellation procedures provided on the Platform or via the application store. The cancellation will take effect at the end of the current subscription period. Access to the service will terminate upon the expiration of the subscription. If the User has outstanding payments, L2C reserves the right to suspend or delete the account until the dues are settled. In cases of non-payment or detected fraudulent use, L2C may block service access without prior notice to the User.
- 7.9.** If the User is found to have used trial periods, promotional prices, paid subscriptions, or payment systems unlawfully, fraudulently, or in violation of the Agreement, L2C may immediately terminate the subscription or access and reserves the right to seek legal remedies to recover damages incurred.



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Users who fail to comply with the rules set by application stores or third-party payment service providers may also face these penalties.

**7.10.** All fees, taxes, and charges payable by the User (e.g., VAT, payment processing fees) will be displayed on the checkout screen or at the time of order. L2C is not directly responsible for additional fees, charges, or commissions imposed by third-party payment infrastructures or stores. The User agrees and undertakes to fully and accurately pay these additional charges and taxes. L2C reserves the right to display subscription or service fees as net or inclusive of taxes per local regulations and may apply taxes, fees, duties, VAT, or similar obligations to the User based on applicable laws. The User accepts any price differences resulting from such taxes and agrees to pay additional charges arising from legislative changes or administrative practices imposed by official authorities.


**7.11.** L2C reserves the right to modify subscription types, prices, promotional/discounted rates, payment/refund terms, trial periods, and all other related matters at any time. L2C may also introduce additional paid modules or features within the Platform and unilaterally determine their usage terms. Inclusion in any subscription plan does not guarantee unlimited access to all existing or future content and features on the Platform. L2C retains the right to determine subscription scope within reasonable limits, offering certain modules or services at an additional cost or not offering them at all.

## **8. TERMINATION OF THE AGREEMENT**

**8.1.** This Agreement becomes effective upon the User's electronic approval and remains in effect as long as the account is active or until terminated by L2C. It ends when either party exercises their right to terminate or the User closes their account. Rights and obligations accrued up to the termination date remain reserved. In cases where the User violates the provisions of this Agreement, they are responsible for compensating L2C and third parties for any damages incurred. If L2C determines a violation of the Agreement, it may immediately terminate the Agreement unilaterally, suspend it, temporarily restrict it, or apply other sanctions without prejudice to its rights under this Agreement.

**8.2.** The Agreement remains in effect as long as the Parties fulfill their obligations appropriately. L2C reserves the right to terminate, suspend, or discontinue the Agreement and related services (including Platform access) at any time and without providing a reason. In such cases, the User cannot claim any rights, compensation, or refunds following termination. The User may also terminate their account at any time by following the procedures on the Platform or providing written notification to L2C within reasonable protocols.

**8.3.** If the User violates this Agreement or applicable laws, infringes on third-party rights, misuses the services, breaches L2C's or third-party intellectual and industrial property rights, fails to meet payment obligations, engages in manipulation or fraudulent activities, jeopardizes Platform security, or commits other serious violations, L2C may terminate the Agreement

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immediately. L2C reserves the right to recover or claim compensation for direct or indirect damages incurred due to such termination.

- 8.4. On the termination date, the User's right to access the Platform ceases; any ongoing subscriptions or account access will be terminated as of the termination date. L2C may demand any outstanding fees, costs, or compensation accrued before termination from the User. If the User wishes to regain access to the Platform or services after termination, they must obtain L2C's approval. L2C is not obligated to retain or protect any copies, printouts, or user data as of the termination date.
- 8.5. Provisions related to intellectual property rights, liability limitations, confidentiality, indemnification, and similar clauses in this Agreement will remain in effect even after termination. This section does not preclude L2C from exercising its rights arising from breaches of the Agreement or applicable laws.
- 8.6. The User may submit a termination or account closure request by following the cancellation/termination steps provided on the Platform or through written notification to L2C. If the termination is based on a justified cause and involves additional fees or penalties payable by the User, the User is responsible for fulfilling these obligations. As a general rule, fees previously paid by the User (e.g., subscription fees) are non-refundable in the event of termination, though L2C may make exceptions at its discretion.
- 8.7. If the User purchased their subscription or account through application stores (e.g., App Store, Google Play), the termination/refund processes are largely governed by the rules and policies of the respective store. The cancellation or termination procedures offered by these stores do not restrict L2C's unilateral rights.
- 8.8. The exercise of termination rights by one party does not eliminate the other party's obligations or the claims arising from breaches before termination. L2C retains the right to seek compensation for damages incurred or potentially incurred and to pursue legal remedies in this context.
- 8.9. If any judicial authority (e.g., court, prosecutor) or administrative body (e.g., law enforcement, regulatory authorities) orders measures such as account suspension, access restrictions, investigation requests, or inquiry decisions related to the User's account, activities, or content, or if L2C is notified accordingly, L2C reserves the unilateral right to comply with the order and/or suspend, terminate, or cancel the Agreement or services. In such cases, the User cannot claim any rights, fees, or compensation from L2C.
- 8.10. L2C may modify, suspend, or discontinue the AI Mentoring feature at any time, with or without notice. If the User has paid a separate fee for AI Mentoring, any refunds or partial refunds will be determined at L2C's sole discretion, subject to any mandatory legal provisions.
- 8.11. L2C reserves the right to terminate the User's access to AI Mentoring if the User violates the Agreement, including this feature's specific rules, or if required by the Third-Party AI Mentoring Partner. Termination of AI Mentoring does not necessarily terminate the entire Agreement; rather, it may restrict the User to the rest of the L2C Platform's services.


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## 9. PRIVACY, DATA SECURITY, AND PROTECTION OF PERSONAL DATA

- 9.1.** The rules outlined in this section govern L2C's (or the Company's) processing, storage, sharing, and safeguarding of users' personal data under the Personal Data Protection Law No. 6698 ("KVKK"), the European Union General Data Protection Regulation ("GDPR"), and other applicable international or legislative provisions. It also establishes obligations regarding any "Confidential Information" shared between the parties. "Confidential Information" encompasses any information shared orally or in writing that is confidential in nature or reasonably deemed confidential, including business, marketing, technical, financial, legal, know-how, design data, and similar elements, excluding publicly available or legally obtained information.
- 9.2.** The parties acknowledge that, in transactions under this Agreement, they may assume the roles of "data controller" or "data processor" as defined by KVKK, GDPR, and relevant laws, and agree to process personal data only for lawful purposes and to the extent necessary for the performance of this Agreement. Otherwise, they will not process or transfer data. If one party acts as a data processor for the other, they will act solely in accordance with instructions and contract provisions, will not use the data for their purposes, and will preserve confidentiality obligations, trade secrets, and intellectual property rights. The parties will safeguard such information with at least the same level of care they exercise for their comparable information and implement technical/administrative measures to prevent unauthorized access.
- 9.3.** The parties will use each other's Confidential Information only to fulfill the purposes of this Agreement and to the extent necessary, will not disclose it to third parties without prior written consent, and will ensure that employees, subcontractors, and authorized individuals are bound by the same obligations through agreements. If disclosure is required by court order or administrative directive, they will inform the other party in advance (to the extent legally permissible) and manage the process to minimize harm. Confidentiality obligations concerning Confidential Information, with limited exceptions such as "publicly available information," "pre-known data," or "independently developed information," will remain in effect during the term of this Agreement and afterward.
- 9.4.** L2C will process, store, and, when necessary, share the User's personal data lawfully in compliance with KVKK, GDPR, and other regulations with domestic or foreign service providers or third parties under appropriate data processing frameworks. When transferring data outside the European Economic Area, L2C will apply GDPR Articles 44 and following (e.g., standard contractual clauses, binding corporate rules) and Turkish legal obligations. Upon service termination or the expiration of the statutory retention period, L2C will delete, destroy, or anonymize personal data, reserving legitimate interests, legal, and statutory obligations. Users can exercise their rights to request information, data deletion, objections, etc., regarding data processing at any time. L2C commits to notifying affected individuals and relevant authorities within a reasonable time in case of a security breach.

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- 9.5.** The User acknowledges that commercial electronic messages (e.g., emails, SMS, calls) for services, newsletters, or campaign announcements provided by L2C will be sent to Turkish citizens with a national identification number in compliance with the relevant regulations through the Message Management System (İYS). Necessary consents will be obtained where required, and Users can opt-out of receiving such messages and manage subscription preferences via İYS. L2C does not accept liability for commercial messages sent without consent or in violation of the law, and the User is obligated to comply with consent/approval processes and opt-out mechanisms.
- 9.6.** To ensure data security, L2C will implement encryption, access control, backup, intrusion detection, and similar technical/administrative measures and exercise the necessary care to protect the confidentiality, integrity, and continuity of processed data. In the event of a data breach, cyberattack, or unauthorized access, L2C will promptly notify the User and relevant authorities, take necessary steps to minimize the consequences of the breach, and the User is obligated to notify L2C immediately of any suspected breach and cooperate in addressing the situation.
- 9.7.** When the Agreement ends, or obligations requiring data processing are no longer valid, or upon the expiration of statutory processing periods per legal/judicial requirements or requests from courts, prosecutors, or public/private institutions, the parties will, upon mutual written request, delete, destroy, or anonymize personal data and Confidential Information they have acquired, except for statutory retention periods. Automatic backups or copies stored in different physical environments will also be deleted or anonymized in compliance with applicable laws. Both parties acknowledge and agree to perpetually uphold confidentiality obligations under any circumstances.
- 9.8.** In cases where the Competition Authority, Personal Data Protection Authority, Ombudsman Institution, or similar official or private institutions, courts, prosecutors, regulatory/supervisory/independent authorities request reviews, inspections, investigations, or information sharing regarding the User's account information, content, or personal data, L2C may fulfill such requests. The User preemptively agrees that they will not claim any damages, compensation, or rights against L2C due to such actions. L2C is obligated to respond to official requests in accordance with applicable laws and share necessary data; however, it accepts no direct or indirect liability arising from such sharing or actions.
- 9.9.** Any violation of the rules stated in this clause (e.g., unauthorized use of data, improper transfers to third parties, breach of security measures) will make the culpable party liable for unlawful processing, unauthorized disclosure, data loss, or security breaches, including all direct/indirect damages (e.g., attorney fees, administrative/judicial fines) incurred by third parties, users, or official authorities. The culpable party agrees to indemnify these damages promptly upon request by the other party. L2C reserves the right to take necessary actions, including account suspension, termination, or initiating legal proceedings, if it detects actions threatening data security by Users.

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**9.10.** When using AI Mentoring, certain Personal Data or usage details may be collected and processed by the Third-Party AI Mentoring Partner in accordance with its own privacy and cookie policies. By activating or using AI Mentoring, the User consents to such processing and acknowledges that L2C has no direct control over the data handling practices of the partner. L2C will, however, ensure that any data sharing from L2C's side complies with applicable laws (KVKK, GDPR, etc.).


**9.11.** The User agrees to review and accept the Third-Party AI Mentoring Partner's Privacy Policy and Cookie Policy. L2C is not responsible for any divergence between the Partner's policy and L2C's policy, nor for any data processed directly by the partner in their capacity as a data controller or co-controller.

## **10. THIRD-PARTY TOOLS AND SERVICES**

**10.1.** The L2C Platform's mobile application is accessible through third-party application stores, such as the Apple App Store, Google Play Store, or similar ("Application Store"). The User acknowledges that they are subject to the agreements, terms of use/service, and related policies and procedures of the Application Store. Compliance with these conditions is the sole responsibility of the User who downloads or uses the application. Application Stores may be third-party beneficiaries of this Agreement and may hold rights or authority concerning the application's use or download. The User declares and undertakes to pay all fees and taxes related to the purchase or use of the application and to act in compliance with the rules established by the Application Store.

**10.2.** The L2C Platform may include links, visuals, or content directing to third-party websites or advertisements ("Third-Party Advertisements"); such advertisements and links are beyond L2C's control, and L2C does not guarantee their accuracy, reliability, legality, or timeliness. If the User accesses Third-Party Advertisements or interacts with such third parties, they agree to review and operate under the respective platform's privacy policies, terms of use, and other provisions at their own risk and responsibility. Any commercial or legal relationships between the User and third parties (e.g., product/service purchases, delivery, payment) are solely matters between the respective parties, and L2C bears no liability for disputes arising from such relationships.

**10.3.** From time to time, L2C may integrate or collaborate with external applications ("Third-Party Applications") or tools. By enabling such Third-Party Applications, the User acknowledges that their data may be processed, stored, or accessed by the providers of these applications. Even if L2C offers Third-Party Applications with designations such as "certified," L2C does not provide direct warranties or assume responsibility for the reliability, compatibility, or continuity of these applications. Data transactions conducted through Third-Party Applications are subject to the relationship between the User and the application provider, and it is the User's responsibility to accept and comply with the relevant agreements or terms of use for such applications.


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- 10.4.** When a User sends data to or synchronizes data with any third-party system, application, or service integrated with the L2C Platform, the User acknowledges that third-party providers may access their data. L2C assumes no responsibility for data deletion, modification, unauthorized disclosure, or other breaches caused by third-party providers accessing the data. The User agrees to manage the necessary settings to enable or disable such third-party integrations and assumes the associated risks. The User further agrees that L2C bears no liability for any incidental, indirect, special, or consequential damages arising from the use of third-party services.
- 10.5.** The User releases L2C, its directors, employees, agents, and successors from any claims, losses, damages, expenses, or lawsuits arising from interactions, transactions, agreements, data processing, or storage conducted via an Application Store, Third-Party Application, or any other external service/tool. The parties mentioned in this clause shall bear no liability toward the User for the actions, inactions, or faults of any third party. In the event of a dispute, the User agrees to directly contact the relevant third party and seek resolution within the framework of applicable laws and agreements.
- 10.6.** L2C may integrate AI Mentoring services provided by a Third-Party AI Mentoring Partner, such as [www.th-each.com](http://www.th-each.com). These services operate under that partner's own terms, Cookie Policy, and Privacy Policy. While L2C strives to ensure a smooth integration, it does not assume any liability for the accuracy, legality, or reliability of the content generated by AI Mentoring or for any data processed by that partner.
- 10.7.** If the User opts to use AI Mentoring, the User acknowledges and agrees to be bound by the third-party partner's privacy and cookie policies, including Theach's Cookie Policy. The User should carefully review those policies before using AI Mentoring. L2C is not responsible for any differences, conflicts, or updates in the partner's policies.
- 10.8.** AI Mentoring suggestions, chat responses, or any analytical outputs do not constitute professional advice by L2C. All liabilities, including performance, availability, or compliance with data protection requirements, remain with the third-party provider. The User agrees that L2C has no control over AI Mentoring's data collection practices or technical operations. Any direct claims relating to AI Mentoring usage should be directed to the relevant provider.

## **11. INTELLECTUAL PROPERTY RIGHTS**


- 11.1.** All elements provided to third parties for use through licenses developed by L2C and legally protected (the general appearance of the Platform, design, logo, icon, software codes, databases, graphic images, textual content, trademarks, trade names, trade appearance, method and model details, documents, and similar content) are protected under the Law on Intellectual and Artistic Works numbered 5846, the Industrial Property Law numbered 6769, and relevant international agreements. Within this scope, any partial or full copying, processing, reproduction, translation, redistribution, digital or physical dissemination, or commercial use of these elements without prior



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written consent from L2C or its respective licensors is prohibited. Otherwise, Users and/or third parties causing damage to L2C and/or its licensors will be liable for all types of damages (including attorney fees, legal costs, etc.), and L2C reserves the right to initiate legal proceedings against such actions.

- 11.2. Platform, trademarks, logos, designs, patents, utility models, industrial designs, integrated circuit topographies, and other industrial property rights owned by or featured on L2C are protected under Industrial Property Law No. 6769 and relevant international agreements. Users are prohibited from using these rights in any manner, filing registration applications, transferring, granting sublicenses, or utilizing them for commercial purposes without L2C's written consent. Unauthorized use, imitation, confusion, or acts of unfair competition shall render the User directly liable, and the User shall indemnify L2C for any damages incurred.
- 11.3. Users warrant and declare that they license to L2C the intellectual property or industrial property rights (if any) of all content they upload to the Platform (including but not limited to texts, visuals, audio files, videos, documents, and software code). This license grants L2C the authority to process, reproduce, distribute, publicly display, communicate to the public, and exercise moral rights, including modifications to works and attribution rights, without any geographical restrictions. The license is perpetual, transferable, sub-licensable, and irrevocable. Users agree that this authorization applies not only to existing content but also to any future works and materials uploaded or shared on the Platform. Furthermore, Users acknowledge that no additional license fees or costs will be required for such authorization.
- 11.4. In case of violations of L2C's or its licensors' intellectual and industrial property rights within Turkey or abroad in contravention of international law (e.g., counterfeiting, copying, illegal distribution, trade, etc.), L2C reserves the right to pursue both legal and criminal remedies. Users acknowledge that in such cases, L2C has the right to immediately terminate the agreement, suspend the account, or refer the matter to legal authorities. Additionally, Users are liable to indemnify L2C and any third parties for all material and moral damages resulting from such actions.
- 11.5. Users retain ownership of the intellectual property rights to any content ("User Content") they upload or transfer to the Platform, including but not limited to text, visuals, videos, and audio recordings. However, Users grant L2C a worldwide, perpetual, sublicensable, transferable, non-exclusive, and irrevocable license to use such content. This license permits L2C to edit, modify, reproduce, process, translate, adapt, publicly transmit, distribute, publish, use the content for commercial or non-commercial purposes, transfer it to third parties, and create derivative works in any media or technology, now known or later developed, without requiring additional permissions. Users affirm and guarantee that they have full ownership of the content uploaded or have obtained all necessary consents and permissions to grant this license, including waivers from any third-party rights holders. Moreover, Users acknowledge that L2C will not be liable to pay any royalties, fees, or compensation for using User Content. While ownership of User Content

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remains with the User, L2C is not obliged to retain any copies of the content if it is removed from the Platform. L2C is not responsible for any loss arising from the removal or deletion of content. This license is subject to applicable data protection laws; L2C commits to processing personal data only within the scope and methods prescribed by law. Should a User wish to withdraw a license granted for specific content, they may submit a written request to L2C. The fulfillment of such a request will depend on L2C's legal and technical capabilities and is subject to L2C's discretion.

## 12. SEVERABILITY

12.1. This Agreement, together with its annexes, constitutes an integrated whole. If any provision or clause of this Agreement is deemed invalid, unlawful, or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions of the Agreement, which shall continue to remain in full force and effect.

## 13. ENTIRE AGREEMENT

13.1. This Agreement, along with its annexes and referenced documents (Privacy Policy, Cookie Policy, etc.), constitutes the entire agreement between the Parties regarding their relationship. Concerning the subject matter of this Agreement, the Parties acknowledge that any prior written or verbal declarations, offers, or agreements between them have been superseded and hold no independent legal effect. The Parties explicitly declare that there are no other arrangements concerning the subject matter of this Agreement other than this Agreement and its annexes.

## 14. ASSIGNMENT OF THE AGREEMENT

14.1. L2C reserves the right to transfer the rights and obligations arising from this Agreement to third parties without requiring the User's consent. Users, on the other hand, cannot transfer their rights and obligations arising from this Agreement to third parties without L2C's prior written approval or consent.

## 15. AMENDMENT TO THE AGREEMENT

15.1. L2C reserves the right to make changes to this Agreement at any time without prior notice; Users are responsible for regularly reviewing the Agreement text on the Platform and examining the changes made. The changes take effect as soon as they are published on the Platform or through other channels deemed appropriate by L2C (e.g., email address, phone number, SMS, in-app notification) or communicated to you. If you do not accept the new terms after receiving the change notification, you must declare in writing to [info@link2coaching.com](mailto:info@link2coaching.com) email address within three (3) days that you do not accept the changes and cease using the Platform; otherwise, your continued use of the Platform will be deemed as your acceptance of the updated terms and conditions of the Agreement. L2C reserves the right to take unilateral action on the user's account and data at any time in the event of

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non-compliance with the Agreement, including suspending, deleting, or anonymizing the user profile and related data.

## 16. NO WAIVER

- 16.1.** Any delay, failure to exercise, or partial/single exercise of any right arising from this Agreement or applicable law does not constitute a waiver of such right or any other rights within the scope of the Agreement. For a waiver to be valid, it must be expressly and clearly stated in writing; otherwise, the Parties always retain the right to exercise and enforce said rights or similar rights in full scope at a later time.

## 17. DISCLAIMER OF WARRANTIES

- 17.1.** THE PLATFORM AND THE SERVICES PROVIDED WITHIN ITS SCOPE ARE OFFERED "AS IS" AND "AS AVAILABLE." L2C (OR THE COMPANY) DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES THAT THE PLATFORM OR THE COACHING SERVICES PROVIDED THROUGH IT WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, SUITABLE FOR A PARTICULAR PURPOSE, OR MEET YOUR EXPECTATIONS, EXCEPT WHERE PROHIBITED OR IMPRACTICABLE BY LAW. FURTHERMORE, L2C MAKES NO COMMITMENT OR ASSUMES ANY RESPONSIBILITY FOR THE QUALITY, ACCURACY, OR OUTCOMES OF THE SERVICES PROVIDED BY COACHES. USERS USE THE PLATFORM AND ITS CONTENT AT THEIR OWN DISCRETION AND RISK; USERS ARE SOLELY RESPONSIBLE FOR DAMAGES TO THEIR ELECTRONIC DEVICES, DATA LOSS, OR SECURITY BREACHES. USERS ACKNOWLEDGE IN ADVANCE THE RISK OF SERVICE INTERRUPTION DUE TO TECHNICAL MAINTENANCE, INFRASTRUCTURE ISSUES, OR FORCE MAJEURE EVENTS AND DECLARE THAT THEY WILL NOT CLAIM ANY COMPENSATION OR RIGHTS AGAINST L2C FOR SUCH INTERRUPTIONS. L2C DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW (E.G., CONSUMER PROTECTION) UNLESS SUCH WARRANTIES ARE MANDATORY UNDER APPLICABLE LAWS.
- 17.2.** L2C RESERVES THE RIGHT, AT ITS SOLE DISCRETION AND WITH OR WITHOUT PRIOR NOTICE TO THE USER, TO TEMPORARILY OR PERMANENTLY MODIFY, UPDATE, SUSPEND, OR TERMINATE SERVICES, CONTENTS, OR FEATURES ON THE PLATFORM. SIMILARLY, L2C MAY UNILATERALLY AMEND OR UPDATE INFORMATION ON THE PLATFORM, CONDITIONS REGARDING PRODUCTS OR SERVICES, OR TECHNICAL REQUIREMENTS AT ANY TIME. USERS AGREE NOT TO CLAIM DAMAGES OR COMPENSATION FROM L2C DUE TO SUCH CHANGES.
- 17.3.** IF USERS HAVE INALIENABLE WARRANTIES OR RIGHTS UNDER APPLICABLE LAWS, THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT LIMIT THE EXERCISE OF SUCH RIGHTS. L2C MAY ISSUE SECURITY OR TECHNICAL UPDATES FOR THE PLATFORM WHERE NECESSARY AND REQUEST USERS TO PROMPTLY INSTALL SUCH UPDATES. IF USERS FAIL TO IMPLEMENT THESE UPDATES IN A TIMELY MANNER, L2C ASSUMES NO LIABILITY FOR THE PLATFORM'S INABILITY TO FUNCTION PROPERLY. FURTHERMORE,


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WITHIN THE SCOPE OF OUR OBLIGATION TO ENSURE THE PLATFORM'S COMPLIANCE WITH THIS AGREEMENT, WE WILL MAKE REASONABLE EFFORTS TO RECTIFY DEFECTS UPON REQUEST; HOWEVER, IF USERS FAIL TO PROVIDE NECESSARY COOPERATION FOR ISSUES ARISING FROM THEIR DIGITAL ENVIRONMENT OR DEVICE, THE BURDEN OF PROOF REGARDING NON-COMPLIANCE SHALL REST WITH THE USERS.

- 17.4.** L2C MAKES NO REPRESENTATIONS OR WARRANTIES THAT AI MENTORING'S RECOMMENDATIONS, ANALYSES, OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, ACCURATE, RELIABLE, OR SUITABLE FOR ANY PARTICULAR PURPOSE. ALL AI MENTORING OUTPUTS ARE GENERATED VIA ALGORITHMS OPERATED BY THIRD PARTIES, AND L2C DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR DECISIONS OR OUTCOMES ARISING FROM SUCH AI-DRIVEN SUGGESTIONS. USERS RELY ON THE AI MENTORING OUTPUTS AT THEIR OWN RISK.

## **18. LIMITATION OF LIABILITY**


- 18.1.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, L2C SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA LOSS, LOSS OF REPUTATION, BUSINESS INTERRUPTIONS, ETC.) ARISING FROM THE USE OR INABILITY TO USE THE PLATFORM OR SERVICES, CONTENT PROVIDED, THIRD-PARTY ADVERTISEMENTS, ACTIONS OF COACHES OR SERVICE PROVIDERS, OR ANY DATA OR SOFTWARE PROVIDED BY THIRD PARTIES, EVEN IF L2C HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USERS AGREE NOT TO HOLD L2C LIABLE FOR SUCH DAMAGES UNDER ANY CIRCUMSTANCES.
- 18.2.** USERS ACKNOWLEDGE THAT L2C IS NOT RESPONSIBLE FOR ANY THIRD-PARTY CONTENT (ADS, LINKS, APPLICATIONS, ETC.) ON THE PLATFORM OR THE ACTIONS OF OTHER USERS. L2C IS ALSO NOT LIABLE FOR UNAUTHORIZED ACCESS, HACKING, DATA BREACHES, PASSWORD COMPROMISES, OR THEFT OF INFORMATION CAUSED BY THIRD PARTIES. ALL RISKS ASSOCIATED WITH DAMAGE, LOSS, OR UNAUTHORIZED USE OF THE USER'S ACCOUNT OR PERSONAL DATA ARE BORNE SOLELY BY THE USER.
- 18.3.** L2C MAKES NO WARRANTY THAT THE PLATFORM OR SERVICES WILL BE PROVIDED WITHOUT INTERRUPTION, ERROR, OR MEET ALL USER REQUIREMENTS; IT ASSUMES NO LIABILITY FOR ACCESS ISSUES ARISING FROM TECHNICAL FAILURES, MAINTENANCE, UPDATES, INTERNET OUTAGES, OR FORCE MAJEURE EVENTS. USERS ACKNOWLEDGE THAT L2C DOES NOT GUARANTEE THE ACCURACY OR SECURITY OF DATA, CONTENT, OR SOFTWARE OBTAINED THROUGH THE PLATFORM OR SERVICES AND AGREE TO ASSESS ANY POTENTIAL MALICIOUS ELEMENTS (VIRUSES, WORMS, TROJANS, ETC.) AT THEIR OWN DISCRETION AND RISK.
- 18.4.** L2C DOES NOT GUARANTEE THAT THE SERVICE OR PLATFORM CAN BE USED IN SPECIFIC GEOGRAPHICAL LOCATIONS OR JURISDICTIONS; USERS ARE RESPONSIBLE FOR COMPLYING WITH LOCAL REGULATIONS WHEN

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USING THE SERVICE FROM ANOTHER COUNTRY OR CITY. USERS LOCATED IN REGIONS SUBJECT TO EMBARGOES, "STATE SPONSORS OF TERRORISM" DESIGNATIONS, OR EXPORT RESTRICTIONS BY THE U.S. OR TURKEY CANNOT ACCESS THE SERVICES; ALL RESPONSIBILITY FOR THIS MATTER LIES WITH THE USER.

- 18.5.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, L2C'S LIABILITY TO THE USER ARISING FROM THIS AGREEMENT OR THE USE OF THE SERVICE IS LIMITED TO THE AMOUNTS PAID BY THE USER TO L2C FOR THE PLATFORM WITHIN THE LAST 12 MONTHS; USERS CANNOT DEMAND ANY COMPENSATION OR FEES EXCEEDING THIS AMOUNT. IF THE USER HAS NOT MADE ANY PAYMENTS, L2C'S LIABILITY IN SUCH A DISPUTE IS LIMITED TO TERMINATING THE USER'S USE OF THE PLATFORM AND CLOSING THE ACCOUNT, WHICH THE USER HEREBY ACCEPTS IN ADVANCE. HOWEVER, L2C RESERVES THE RIGHT TO SEEK COMPENSATION OR REIMBURSEMENT FOR DIRECT OR INDIRECT DAMAGES IT HAS INCURRED OR MAY INCUR.
- 18.6.** L2C'S WEBSITE AND/OR PLATFORM MAY CONTAIN ADVERTISEMENTS OR SPONSORSHIP CONTENT. L2C SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR INACCURACIES IN SUCH ADVERTISING MATERIALS. L2C DOES NOT ASSUME ANY LIABILITY ARISING FROM THE CONTRACTUAL COMMITMENTS, ACTIONS, OR BEHAVIOR OF ADVERTISERS OR SPONSORS. USERS AGREE THAT L2C WILL USE THE CONTACT INFORMATION PROVIDED BY THE USER FOR COMMUNICATION PURPOSES; USERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT SUCH INFORMATION IS ACCURATE, UP-TO-DATE, AND BELONGS TO THE AUTHORIZED PERSON. L2C IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM INCOMPLETE OR INCORRECT INFORMATION. USERS' VIOLATIONS OF THIS AGREEMENT AND/OR APPLICABLE LAWS RESULTING IN DAMAGES TO THIRD PARTIES DO NOT INCUR ANY MATERIAL OR NON-MATERIAL LIABILITY TO L2C, WHICH RESERVES THE RIGHT TO CLAIM DAMAGES FROM THE RELEVANT USER. L2C SHALL NOT BE HELD RESPONSIBLE FOR FAILURES OR DELAYS IN FULFILLING ITS CONTRACTUAL OBLIGATIONS DUE TO FORCE MAJEURE EVENTS BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS, TERRORISM, WAR, MOBILIZATION, PANDEMIC DISEASES AND RELATED GOVERNMENT MEASURES, FIRE, EARTHQUAKES, NETWORK FAILURES, OR CYBER ATTACKS. DURING SUCH EVENTS, L2C RESERVES THE RIGHT TO SUSPEND OR DISCONTINUE SERVICES IN WHOLE OR IN PART.
- 18.7.** TO THE EXTENT PERMISSIBLE BY LAW, L2C SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, PERSONAL INJURY, OR DATA LOSS) RESULTING FROM THE USE OR INABILITY TO USE THE AI MENTORING FEATURE. L2C'S TOTAL LIABILITY, IF ANY, REMAINS SUBJECT TO THE LIMITATIONS OUTLINED IN THIS AGREEMENT AND IN NO EVENT SHALL EXCEED THE FEES PAID SPECIFICALLY FOR AI MENTORING (IF ANY) IN THE PRECEDING TWELVE (12) MONTHS.

## **19. INDEMNIFICATION**

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- 19.1.** The User hereby acknowledges, declares, and undertakes to indemnify, hold harmless, and protect the interests of L2C, its successors, affiliates, subsidiaries, related entities, suppliers, licensors, each of their partners, directors, managers, employees, agents, representatives, and business partners (collectively, the “Indemnified Parties”) against any and all claims, lawsuits, damages, liabilities, expenses (including reasonable attorney’s fees and court costs), penalties, compensations, or other similar consequences arising from: (i) the use of the Platform or Services, (ii) the data, content, comments, and similar materials uploaded by the User to the Platform or Services, (iii) violations of the provisions and obligations set forth in this Agreement or applicable laws, or (iv) actions or transactions that infringe upon the rights of third parties, public order, or morality. In the event of any claim, lawsuit, or legal proceeding against the Indemnified Parties, L2C reserves the right, at the User’s expense, to manage and undertake the relevant legal process directly or through third parties. The User agrees to cooperate with L2C upon request during this defense process and to promptly provide the necessary information and documents.
- 19.2.** The User agrees not to enter into any settlement or compromise in any claim or lawsuit, or accept any liability, without the prior written consent of the Indemnified Parties. Otherwise, the User acknowledges that they will bear sole responsibility for all resulting consequences. L2C reserves the right to deem any unilateral settlement agreement made by the User invalid and to pursue legal remedies.
- 19.3.** The User agrees not to enter into any settlement or compromise in any claim or lawsuit, or accept any liability, without the prior written consent of the Indemnified Parties. Otherwise, the User acknowledges that they will bear sole responsibility for all resulting consequences. L2C reserves the right to deem any unilateral settlement agreement made by the User invalid and to pursue legal remedies.
- 19.4.** The Indemnified Parties will endeavor to notify the User of any claim, lawsuit, or legal proceeding that may result in an indemnification obligation as soon as reasonably possible. However, the Indemnified Parties cannot be held liable for any loss of rights or additional liabilities resulting from delays or impossibility of notification.
- 19.5.** This indemnification obligation shall remain valid under all circumstances, including the termination or expiration of this Agreement, and does not limit the Indemnified Parties’ other rights and legal remedies recognized by law or other agreements. The User undertakes to immediately cover all damages within the scope of their indemnification liability upon first request.

## **20. FORCE MAJEURE AND HARDSHIP**

- 20.1.** Under this Agreement, “Force Majeure” refers to events or circumstances that occur outside the reasonable control and unpredictability of either party (“Affected Party”) and that partially or completely prevent or excessively hinder the Affected Party from fulfilling its contractual obligations under the Agreement. Such events or circumstances must be of a nature that their



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effects cannot be mitigated or avoided by the exercise of due diligence by the Affected Party. The parties agree that earthquakes, floods, fires, natural disasters, pandemics, wars, mobilizations, uprisings, terrorism, states of emergency, government actions, export or import restrictions, expropriations, embargoes, strikes, lockouts, boycotts, electricity or internet outages, access bans imposed by authorized institutions and organizations, suspension or prohibition of relevant third-party applications and infrastructure services (such as cloud service providers, external software, APIs, etc.), and prolonged infrastructure failures will constitute force majeure. However, these examples are not exhaustive.

- 20.2.** To invoke force majeure, the Affected Party must prove that: (i) the impediment was beyond its reasonable control; (ii) it could not have reasonably foreseen the situation at the time the Agreement was concluded; and (iii) it made every reasonable effort to avoid or mitigate the effects of the event or its consequences. If the Affected Party has delegated its obligations to third parties and such third parties experience default or actions meeting the same conditions of force majeure, the Affected Party may also invoke force majeure for both itself and the third party, provided that it demonstrates the occurrence of these conditions.
- 20.3.** The Affected Party must promptly notify the other party in writing upon becoming aware of the force majeure event or circumstance, detailing the impacts, duration (if any), and the obligations it cannot fulfill. Failure to provide notification or delayed notification will render the force majeure effective from the date of notice, at which point the other party may also suspend its obligations under the Agreement. If the force majeure or the resulting impediment is temporary, the performance of obligations under the Agreement will resume once the impediment is removed. The Affected Party is also obligated to promptly notify the other party in writing when the impediment ceases.
- 20.4.** The Affected Party that duly invokes force majeure shall be relieved of its contractual obligations to the extent that performance is prevented by the force majeure, as well as from liability for delay, fault, or contractual penalties. The affected obligations will remain suspended until the force majeure ceases. The parties agree that they cannot claim any damages, compensation, or contractual payments from each other during the force majeure period and that the affected obligations will be resumed within a reasonable period once the force majeure ends.
- 20.5.** If the impediment caused by force majeure is temporary, the Affected Party remains obligated to continue fulfilling its obligations under the Agreement once the impediment ceases. However, if the temporary situation persists for a reasonable duration, significantly compromising the other party's expectations from the Agreement, either party may terminate or rescind the Agreement with written notice. Unless expressly agreed otherwise, if the impediment exceeds 120 days or another duration specified by the parties, the right to terminate may be exercised.

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**20.6.** The Affected Party is obligated to take all reasonable measures to remedy or mitigate the effects of the force majeure event. The other party must also act in good faith and cooperate during the force majeure period to minimize the impact of the event and facilitate performance. Additionally, the parties shall take necessary measures to reasonably protect each other's interests and prevent further damages during the force majeure period.

**20.7.** If an unforeseen event that does not qualify as force majeure results in excessive hardship for one party (e.g., significant cost increases or disruption of the contractual balance), that party may request renegotiation for the adjustment of the Agreement. If an agreement cannot be reached within a reasonable time, or if the effects of the event persist, the parties may request a court or arbitrator to adjust or terminate the Agreement. The parties agree to act in accordance with the Turkish Code of Obligations No. 6098, applicable legislation, and, if relevant, the ICC Hardship Rules during this process.


**20.8.** If the impediment or state of excessive hardship continues for an unreasonable period and significantly undermines one party's expected benefit from the Agreement, that party may terminate the Agreement unilaterally and without compensation by providing written notice to the other party. In the event of termination, obligations already performed cannot be reclaimed, unless otherwise agreed. However, if partial performance has resulted in unjust enrichment, the provisions on restitution shall apply. The parties also agree to resolve issues regarding data, documents, confidential information, and potential cases of unjust enrichment following termination in accordance with the principle of good faith.

## **21. NOTIFICATION & NOTICE**

**21.1.** The Parties accept the addresses and contact information specified in this Agreement as valid notification addresses for any notices and communications to be made under this Agreement. L2C may notify changes to its address or contact information by announcing them on the website, sending an email, or adding them to the terms of use; any of these methods shall be deemed valid. If the User changes their address or email address, they are obligated to update their profile information and notify L2C in writing or electronically (e.g., via registered mail, notary, or registered electronic mail [KEP]). Otherwise, notifications made to the previously provided address or contact information and those sent to the email address registered in the system or within the Platform shall be considered valid. The Parties agree that notifications sent through the Platform are a valid notification method, and they are deemed to have been legally served on the date they are received. It is the responsibility of the Party making the address or contact change to prove that the change has been communicated to the other Party.

## **22. EVIDENCE AGREEMENT**

**22.1.** The User acknowledges that all statements and acceptance processes performed electronically (e.g., consent button, email, SMS approval, etc.)

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during registration on the Platform or purchasing a service/subscription are valid under the provisions of the Turkish Commercial Code No. 6102 and the Turkish Code of Obligations No. 6098, meet the written form requirement, and are legally binding. Furthermore, the User agrees that the electronic records maintained in L2C's systems during the execution of this Agreement shall constitute conclusive evidence between the Parties, and challenges to such evidence may only be raised through the limited objection methods provided under the applicable legislation.

- 22.2.** The Parties agree and declare that all electronic log records, message histories, reservation details, and system records maintained in L2C's database regarding disputes arising from this Agreement shall be binding, conclusive, and exclusive evidence. It is acknowledged that the records specified in this article constitute a written evidence agreement under Article 193 of the Turkish Code of Civil Procedure, and no objections to their evidentiary value will be raised unless such objections pertain to their accuracy or validity.

## **23. DISPUTE RESOLUTION**

- 23.1.** This Agreement is prepared in Turkish; versions in English or other languages are for informational purposes only. In the event of any dispute or inconsistency, the Turkish text shall prevail. The User acknowledges having the ability to review the Turkish version of the Agreement and agrees that the authoritative version is in Turkish.
- 23.2.** This Agreement and all matters relating to the relationship between the Parties and the Service, except for the 1980 United Nations Convention on Contracts for the International Sale of Goods ("CISG"), are governed by Turkish Law. Turkish Law shall apply to any disputes arising from the Agreement or the Service, including the formation, interpretation, and validity of the Agreement. In this context, the Istanbul Anadolu Courts and Enforcement Offices shall have exclusive jurisdiction for resolving all disputes arising from or related to the Agreement. The fact that the Service or the User is located outside Turkey does not invalidate this jurisdiction and applicable law selection. For disputes or legal proceedings, the prevailing party may demand reasonable attorney's fees and other litigation costs. Furthermore, L2C retains the right to file lawsuits or seek protection measures, including injunctions and court orders, in any jurisdiction worldwide where it believes its intellectual property rights or confidential information have been infringed.