

Payment Services to be provided by Our Bank within the frame of provisions of the Law No. 6493 on Payment and Security Settlement Systems and E-Money Institutions published in the Official Legal Journal No. 28690 and dated 27.06.2013, and the related regulations.

ARTICLE 1. Sides

Title, address, phone number, internet address and CRS number of the bank, which is the payment service provider, are given below. Customer information is also included below.

ARTICLE 2. Definitions

Recipient: Refers to natural or legal person who shall reach the subject-matter fund of the payment,

Payment tool: Refers to the individual tools, such as card, mobile phone, password etc., which is determined between the payment service provider and the user and is used by the payment service user for giving order of payment,

Order of payment: Refers to the order given by the payment service user to the payment service provider to realize the payment transaction,

Payment account: Refers to the account opened in name of the payment service user and used for performing the payment transaction,

Payment service user: Refers to natural or legal person using a certain payment service with the title of sender, receiver or both,

Payment transaction: Refers to the activity of fund deposit, transfer or withdrawal performed after the order of sender or receiver.

ARTICLE 3. Scope of the Payment Services

- EFT made with credit card, wire transfer and debt payment transactions made to the credit card,
- Depositing money in the payment account, withdrawal from the payment account and all necessary transactions for operating the payment account,
- Transfer of the fund of customer in the Bank, direct indebtedment transactions including the one-off payments, payment transactions made with payment cards or similar tools and all money transfers and foreign trade transactions including regular payment orders (wire transfer, EFT, SWIFT, fast money transfer etc.)
- Exclusion or acceptance of the payment tool,
- Payment transaction, in which the approval on the payment transaction's performance by the customer is given via internet

banking, telephone banking or an electronic communication device, and the payment is made by the customer to the side providing service or products via any informatics or electronic communication operator working as agent,

- Bill payments (payments made against the service given for electricity, telephone, water, natural gas needs, taxes, fees, duties, social security premium payments and the penalties on these).

ARTICLE 4. The Currency of the Payment

All of the services mentioned are provided and offered in convertible currencies of the Bank.

ARTICLE 5. Information of the Payment Service User

For the performance of payment transactions mentioned in the 3rd Article of this Contract, the information on first name, last name and title information of the recipient, Republic of Turkey ID number (TCKN), Foreigner identification number (FIN), tax identification number (TIN), account number (IBAN), customer number or user code, credit card number, contact information (phone, email, etc.), beneficiary bank name, branch or branch code, SWIFT code/address, the recipient's address information, the payment's purpose, clear definition of services or goods when requested by the Bank or intermediary or recipient banks, all information and documentation on services and goods, subscriber/installation number for bill payments, tax number in tax payments, registry number in SSI payments, transaction amount, payment currency and the payer of related costs shall be given by the Customer.

ARTICLE 6. Conditions on Approval of the Payment and/or Withdrawal of Approval by the Payment Service User

6.1. The Bank is deemed to have been authorized when the Customer's instruction for execution of payment is received by the Bank when the approval is given via telecommunication tools.

6.2. In case that there is an agreed method between the Bank and the Customer, the approval shall be given by the Customer in accordance with the agreed method. The payment transaction which is not approved in accordance with the agreed method shall be deemed unauthorized.

6.3. After the authorization of the Bank by the Customer, it can be withdrawn unless the transaction has been performed by the Bank. However, in the payment transaction made by direct indebtedment such as automatic payment orders, the Customer can most lately withdraw the payment order one day before the expiry date of relevant payment.

ARTICLE 7. Receipt of Payment Order

7.1. The authorization of the Bank by the Customer for the payment order can be made until 16:30 in EFT transactions and 17:00 in Foreign Currency Payments made via SWIFT in business days. The authorization made after these hours shall be executed in the next business day.

7.2. In case that it is decided to perform the payment order at the end of a certain period or in the day when the Customer leaves the funds of payment to the Bank's use, the day agreed for the payment shall be deemed as the delivery date of the payment order. In case that the agreed day is not a business day, the payment order shall be deemed taken in the next business day.

ARTICLE 8. Refusal of Payment Order

In cases deemed necessary by the Bank, a payment order given by the Customer may be rejected. In this case, the Bank shall notify the refusal reason to the Customer until the end of business day when the payment order was taken, by using the contact information of the Customer. In case that the Bank rejects the payment order, mistakes and/or deficiencies regarding the payment order, including recovery methods of these mistakes and/or deficiencies, shall be notified to the Customer until the end of business day when the payment order was taken, by using the contact information of the Customer.

ARTICLE 9. Payment Order Spending Limit Amount

The Customer can learn the spending amounts regarding the payment order at www.aktifbank.com.tr.

ARTICLE 10. Fees For Payment Services

Fees required to be paid by the Customer in consideration of payment services to be provided by the Bank are instantaneous transactions and services which are not continuous by nature like money transfers, invoice collection, etc. These fees will be shown to the Customer in the relevant channel before the date of transaction, and will be collected upon receipt of his/her approval. The Customer may retrieve information about fees of these transactions also from www.aktifbank.com.tr. If and when the Customer demands additional information, or more frequent information, or transmission of information by a different method, with respect to payment services received from the Bank, then and in this case, fees may be claimed in proportion to costs of such additional or different transaction.

ARTICLE 11. Usage of the Payment Service via Device

In case that the Payment Service is used via a device and/or application, the technical and the other features that must be contained in the related device/application is mentioned separately in the usage conditions of device/application by the Bank.

ARTICLE 12. Delivery Method and Frequency of the Notifications and Information to be made to the Payment Service User

On the request of Customer based on transactions, the Bank shall notify the Customer in written via telecommunication tools regarding the payment transactions made or received by the Customer or, again on separate request of the Customer, it shall give information on the requested periods within 30 (thirty) days.

ARTICLE 13. Access of the Payment Service User to the Contract Information

The Customer can get the draft contract on the payment services at www.aktifbank.com.tr.

ARTICLE 14: Rights and Obligations on the Payment Tool

14.1. The Customer is liable to take the necessary measures for protection of personal safety information regarding the payment tool and to use the payment tool in accordance with exclusion and usage conditions.

14.2. In cases like fraudulent use of the payment tool, occurrence of an event raising unauthorized use suspicion, loss or theft of the payment tool or realization of an unauthorized use of the payment tool by the Customer, the Customer shall block the usage of payment tool by notifying the Bank immediately within twenty four hours via any telecommunication tools. When the blockage reason of the payment tool is removed, the Bank shall provide a new payment tool to the Customer or it shall bring the former payment tool into use.

14.3. The Bank shall not allow any third person reach to the personal safety information of the Customer and it shall the necessary security measures.

14.4. After the blockage of the payment tool by the Customer, the Bank shall not send another payment tool to the Customer without the Customer's request. The Bank shall not allow any third person reach to the personal safety information of the Customer and it shall the necessary security measures.

ARTICLE 15: Rights and Obligations on Unauthorized or Faulty Transactions

15.1. The Customer shall request correction of transaction by notifying the Bank immediately after realization of an unauthorized or faulty payment transaction. The request of correction may in no case exceed 13 (thirteen) months following the date of payment transaction.

15.2. The Customer knows that it is liable up to one hundred and fifty Turkish Lira of illegal use performed within the last twenty four hours before the notification to be made regarding the loss in case that a lost or stolen payment tool is used or the payment tool is used by others due to improper storage of the personal safety information. The Customer cannot be held responsible for unauthorized payment transactions.

15.3. The Customer shall be fully responsible of the losses arising from fraudulent use of payment tool by the Customer or in case that the Customer does not perform its safe usage obligations on purpose or by default.

15.4. The Customer shall be held responsible for the losses arising from the usage of payment tool in case that it does not take the necessary measures, it does not block the use of payment tool or it does not freeze its account despite the realization of loss, theft or unauthorized use of the payment tool.

ARTICLE 16. Non Performance or Incorrect Performance of the Payment Transaction

16.1. Except the mistakes made by intermediary and/or negotiating banks or the recipient's bank, the Bank shall be responsible for the delivery of payment to the payment service provider in accordance with the payment order. The Bank shall transfer the amount of payment transaction to the account of recipient's payment service provider within four days or on the expiry date of related foreign trade instrument in foreign trade transactions if the payment order is blocked, suspended or returned due to any reason by intermediary and/or negotiating banks or the recipient's bank. The Bank shall transfer the amount of payment transaction to the account of recipient's payment service provider within five days if the payment order is blocked, suspended or returned due to any reason by intermediary and/or negotiating banks or the recipient's bank if the payment service provider of the recipient is abroad.

16.2. The Bank shall return the unrealized or incorrectly realized amount of the payment transaction to the Customer without delay and bring the payment account into its former status in case that the payment is deducted from the payment account.

16.3. Except the mistakes and failures of the Customer, the Bank shall be responsible for the compensation of interests and expenses exposed by the Customer as result of failure or incorrect performance of the payment transaction.

ARTICLE 17. Amendments to Contract

17.1. The Bank shall notify the Customer 30 (thirty) days in advance including the changes and amendments of the payment services mentioned in this contract. The Customer has the right to terminate the provisions on the payment services mentioned in this contract until the end of this duration without paying any fees. The Customer who does not make rejection within this duration shall be deemed to have accepted the changes and amendments.

17.2. The Bank's exchange rates on the date of transaction shall be applied between the Bank and the Customer. Changes to be made in the exchange rates applied by the Bank shall be immediately applied by the Bank without making notification to the Customer.

ARTICLE 18. Termination

The Customer can terminate the contract by making notification to the Bank if it gives up working with the Bank for the services regarding payments. The contract shall remain in effect until it is terminated. A copy of the contract, which entered into force on the date of signature, was delivered to the Customer on the date of signature.

This Agreement is drawn up in English and Turkish. In case of any discrepancy between the English and Turkish versions, Turkish version will prevail.

I have taken delivery of one copy of the Agreement (The previous sentence should be cursively written in the box below.)

AKTIF YATIRIM BANKASI A.S. CUSTOMER'S NAME & SURNAME

**Bank officials' names & surnames
Signatures**

**Address
Date
Signature**

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