

## TERMS and CONDITIONS of USE, and a DISCLAIMER

These are the terms and conditions/disclaimer (“Terms of Use” *hereinafter* on which you (“You” *hereinafter*) may use the TheModern.Press (“TheModern.Press” *hereinafter*) website (“Website” *hereinafter*) and the product/service and/or the third party content (*collectively* the “Services” *hereinafter*) available in this *Website*.

The term “You” refers to a natural person or a legal entity, as applicable, identified as the user (“User”) when “You” registered on the “*Website*”.

In relation to the “*Terms*”, a ‘*Registered User*’ is a “User” of the “*Services*” who has registered an account (“Account” *hereinafter*) on the “*Website*”.

“You” by accessing, browsing and using *Services* of “*TheModern.Press*”

- agree to these “*Terms of Use*”; and
- are of legal age to form a binding contract with “*TheModern.Press*”, and
- possess the authority to enter into the “*Terms of Use*” personally or on behalf of an entity (e.g. *company*) “You” have named as the “User”, and to bind that entity to the “*Terms of Use*”.

Your use of, and participation in certain “*Services*” may be subject to “*Terms*” in addition to the existing ones (“*Additional Terms*”) and such supplemental “*Terms*” will either be listed in these “*Terms of Use*” or will be presented to “You” for your acceptance when “You” sign up to use a relevant supplement “*Services*”.

If these “*Terms of Use*” are inconsistent with the “*Additional Terms*”, the latter will control with respect to such “*Services*”.

## Registration

On registration, “*You*”

- will choose a “*User*” name and password (“*ID hereinafter*”), and
- must provide “*TheModern.Press*” with accurate, complete registration information and it is *your* responsibility to update and maintain changes to that information on the applicable registration or subscription pages of this “*Website*”.

“*You*”

- bear responsibility for all activities that occur under your “*Account*”
- agree that “*You*” shall monitor your “*Account*” to restrict use by minors
- will accept full responsibility for any unauthorized use of the “*Website*” and the “*Services*” (*collectively hereinafter, the “TheModern.Press Properties”*)

“*TheModern.Press*” is entitled to rely on any information “*You*” have provided.

“*You*” are

- not allowed to share your “*ID*”, or give access to this “*Website*” and the “*Services*” through *your “ID*”, to anyone else
- responsible for all use of this “*Website*” and the “*Services*” made by “*You*” - or anyone else using your “*ID*” - and for preventing unauthorized use of *your “ID*”.

If “You”

- believe there has been any breach of security such as the disclosure, theft or unauthorized use of your “ID”, “You” must notify “*TheModern.Press*” immediately
- provide “*TheModern.Press*” with an email address that will result in any messages “*TheModern.Press*” may send “You” and/or being sent to “You” via a network or device operated or owned by a Third Party, (e.g. *your employer or college*) then “You” hereby promise that “You”, yourself are entitled to receive those messages.

“You” also agree that “*TheModern.Press*” may stop sending messages to “You” without notifying “You” *ahead of time*.

## **Updates**

These “*Terms of Use*” as well as all the information and materials (“*Content hereinafter*”) contained in this “*Website*” and the “*Services*” are subject to change from time to time without further notice.

“*TheModern.Press*” will

- update the “*Last Updated*” date at the top of the “*Terms of Use*”; and
- send an e-mail to “You” at the last e-mail address “You” provided If any material changes are made in its “*Terms of Use*”.

“*TheModern.Press*” may require “You” to provide consent to the updated “*Terms*” in a specified manner before further use of the “*Services*” are permitted.

If “You” do not agree to any change(s) after receiving a notice in relation to such change(s), “You” shall stop using the “*Services*”.

Otherwise, your continued use of the “*Services*” constitutes your acceptance of such change(s).

It shall be your responsibility to regularly check the “*Website*” to view the current terms last published.

### **Use of the “*Services*”**

The “*TheModern.Press Properties*” are protected throughout the world by copyright laws.

Unless otherwise specified by “*TheModern.Press*” in a separate license, your right to use any “*TheModern.Press Properties*” is subject to the “*Terms*”.

“*You*” are allowed to print individual pages and/or sections of this “*Website*”, and the “*Services*” for personal or internal use only, provided that such print outs would retain all applicable copyright, or other proprietary notices.

“*TheModern.Press*” may

- require “*You*” to accept updates to the “*Properties*” that “*You*” have installed on your computer; and
- update the “*Properties*” with or without notifying “*You*”.

### **Restrictions**

Without the prior written permission of “*TheModern.Press*”, “*You*” may not

- modify, copy, transmit, distribute, display, perform, reproduce, publish, license, frame, create derivative works from, transfer or otherwise use in any other way for commercial or public purposes in whole or in part any “*Content*” obtained from this “*Website*” and the “*Services*”, or

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- systematically retrieve any “*Content*” from this “*Website*” and the “*Services*” to create or compile, directly or indirectly, a collection, compilation, database or directory or create links to this “*Website*” and the “*Services*”, all of which are prohibited; or
- access the “*TheModern.Press Properties*” in order to build a similar or competitive website, application or service; or
- interfere with or damage “*TheModern.Press Properties*”, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; or
- modify or cause to be modified any files that are a part of the “*TheModern.Press Properties*”; or
- remove or destroy any copyright notices or other proprietary markings contained on or in the “*TheModern.Press Properties*”; or
- disrupt, overburden, or aid or assist in the disruption or overburdening of:
  - any computer or server used to offer or support the “*TheModern.Press Properties*”; or
  - the enjoyment of the “*TheModern.Press Properties*” by any other person; or

- attempt to gain unauthorized access to the “*TheModern.Press Properties*”, “*Accounts*” registered to others, or to the computers, servers or networks connected to the “*TheModern.Press Properties*” by any means other than the interface provided by “*TheModern.Press*”, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the “*TheModern.Press Properties*”;  
or
  
- access, tamper with or use non-public areas of the “*TheModern.Press Properties*”, the computer systems, or the technical delivery systems of “*TheModern.Press*” or its providers; or
  
- attempt to probe, scan, or test the vulnerability of any “*TheModern.Press*” system or network, or breach any security or authentication measures; or
  
- disrupt or interfere with the security of, or otherwise cause harm to, the “*TheModern.Press Properties*”, systems, resources, “*Accounts*”, passwords, servers or networks connected to or accessible through the “*TheModern.Press Properties*” or any affiliated or linked sites;

or

- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the “*TheModern.Press*” or any of the providers of “*TheModern.Press*” or any other third party to protect the “*TheModern.Press Properties*”.

## Warning

### The “*Service*”

- is only for general information purposes and is not intended to address particular requirements
- does not constitute any form of legal advice, recommendation, solicitation, offer, representation, endorsement or arrangement by “*TheModern.Press*” to directly or indirectly invest in any country, to buy or sell any investment instruments or to enter into or conclude any action or transaction of any kind whatsoever.

### “*TheModern.Press*” does not

- provide political, economic, commercial and/or financial investment, legal or tax advice through this “*Website*” and the “*Services*”; nor
- does it represent that any country and/or asset classes, or services discussed in the “*Website*” are suitable for any type of investor.

Therefore, “*You*” should not rely upon making (*or shall refrain from making*) any specific investment, transaction, purchase, sale or other decisions, without obtaining appropriate independent expert advice, such as from qualified legal and financial advisers before making any such decision(s).

Based on the judgment of "*TheModern.Press*", and its future expectations, this "*Website*" and the "*Services*" may contain "*forward looking statements*" in the form of words, sentences and categorizations.

However, a number of risks, uncertainties and other important factors could cause actual developments and results to differ materially from the "*Content*" on display at "*TheModern.Press*".

"*TheModern.Press*" does not make any promises in respect to this "*Website*" or the "*Services*", including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose or the functions available on or through this "*Website*" or the quality, completeness, accuracy, timeliness, reliability or availability of the information published on, or linked to from this "*Website*".

"*TheModern.Press*" disclaims all warranties, representations, conditions and duties of any kind to the fullest extent allowed by applicable laws of the Republic of Turkey

"*TheModern.Press*" does not

- make any promises as to the security, performance and availability of this "*Website*" and the "*Services*"; or
- provide any warranty or representation that this "*Website*" and the "*Services*" are free from viruses, errors or anything with contaminating and destructive properties.

### **Third Parties**

This "*Website*" and the "*Services*" may contain Third Party "*Content*" or links to third party websites either directly or through frames.

It is your decision to use and purchase any such Third Party "*Content*" made available on, or linked through this "*Website*".

"*TheModern.Press*" has no control over, does not assume any responsibility for and does not make any warranties or representations as to, any Third Party "*Content*" or websites, including but not limited to their accuracy, subject matter, quality or timeliness.

"*TheModern.Press*" shall have no liability for Third Party "*Content*" or websites or websites linking to or framing this *Website*.

## **Advertisers and Sponsors**

"*TheModern.Press*" may also contain advertising and sponsorship displays.

Advertisers and sponsors are responsible for ensuring that their own material submitted for inclusion (*display*) on this *Website* to generate awareness of any kind such as banners, images and texts complies with international, national, federal and local laws.

"*TheModern.Press*" is not responsible for any error or inaccuracy in advertising or sponsorship material.

The limitations of liability under these "*Terms of Use*" apply for the benefit of "*TheModern.Press*", its affiliates, officers, directors, employees, agents, successors or assigns.

## **Ownership**

"*You*" agree that the "*TheModern.Press*" and its suppliers own all rights, title and interest in the "*TheModern.Press Properties*".

"*You*" will not remove, alter or obscure any copyright, trademark, service-mark or other proprietary rights notices incorporated in or accompanying the "*TheModern.Press Properties*".

The stylized name and other related graphics, logos, service-marks and trade names of "*TheModern.Press*" used on or in connection with "*TheModern.Press Properties*" are the trademarks of the

*"TheModern.Press"* and may not be used without permission in connection with any *"TheModern.Press Properties"*.

Other trademarks, service marks and trade names that may appear on or in the *"TheModern.Press Properties"* are the property of their respective owners.

### **The "Account" of "User"**

Notwithstanding anything to the contrary herein, *"You"* acknowledge and agree that *"You"* shall have no ownership or other property interest in your *"Account"*, and *"You"* further acknowledge and agree that all rights in and to your *"Account"* are and shall forever be owned by and inure to the benefit of the *"TheModern.Press"*.

### **Feedback**

*"You"* agree that submission of any ideas, suggestions, documents, and/or proposals to the Company through its suggestion, feedback, wiki, forum or similar pages (*"Feedback" hereinafter*) is at your own risk and that the Company has no obligations (*including without limitation obligations of confidentiality*) with respect to such Feedback.

*"You"* represent and warrant that *"You"* have all rights necessary to submit the *"Feedback"*.

*"You"* hereby grant to TheModern.Press Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all *"Feedback"*, and to sublicense the foregoing rights, in connection with the operation and maintenance of the *"TheModern.Press Properties"*.

## **No Obligation to Pre-Screen “Content”**

“You” acknowledge that “*TheModern.Press*” has no obligation to pre-screen information, data, text, music, sound, photographs, videos and other materials available on and through the “*TheModern.Press Properties*” by third parties (“Third Party Content” **hereinafter**), although “*TheModern.Press*” reserves the right in its sole discretion to pre-screen, refuse or remove any “*Third Party Content*”.

In the event that the “*Third Party Content*” provider (“Third Party Content Provider” *collectively hereinafter*) pre-screens, refuses or removes any “*Third Party Content*”, “You” acknowledge that it will be done so for its own, sole and exclusive benefit, and not yours.

Without limiting the foregoing, “*Third Party Content Provider*” shall have the right to remove any “*Third Party Content*” that violates the “*Terms*” or is otherwise objectionable.

## **Governing Law**

The “*Terms*” and any action related thereto will be governed and interpreted by and under the laws of the England and Wales; and any disputes that may arise shall be adjudicated by the respective courts – in subject - with proper jurisdiction over the matter.

*Last updated: 11 November 2021*