

MARKTY AI USER AGREEMENT

Effective date: 1 November 2025 | Version 2.0 (English, GDPR-aligned)

This User Agreement (the “**Agreement**”) is entered into between **Markty** (“**Markty AI**”, “**we**”, “**us**” or “**our**”) and the natural or legal person who registers with and/or purchases services from us (“**User**” or “**you**”). It governs your use of the software and product services made available through the “markty.ai” platform (the “**Platform**”).

By registering for the Platform and/or purchasing access to the software/product, you confirm that you have read, understood and agree to be bound by this Agreement. If you do not agree, you must not use the Platform.

1. Definitions

Capitalised terms used in this Agreement have the meanings given to them below. Terms not defined here have the meaning given to them in Regulation (EU) 2016/679 (the “**GDPR**”) and, where applicable, the United Kingdom GDPR (the “**UK GDPR**”).

- “**Personal Data**”, “**Processing**”, “**Controller**”, “**Processor**”, “**Sub-processor**” and “**Data Subject**” have the meanings given in Article 4 of the GDPR.
- “**Customer Data**” means any data, including Personal Data, that you (or end users acting on your behalf) submit to or generate through the Platform.
- “**Account Data**” means Personal Data we collect about you and your authorised users for the purpose of administering your Markty AI account.
- “**DPA**” means the Data Processing Addendum referenced in Section 12, which forms an integral part of this Agreement where Markty AI Processes Customer Data on your behalf.
- “**Sub-processor**” includes the third-party AI and infrastructure providers listed in **Annex A** to this Agreement.

2. Subject and Scope

This Agreement governs the rights and obligations of the parties in connection with your use of the Software-as-a-Service (“**SaaS**”) digital marketing tools made available through the Platform.

3. Description of the Services

Markty AI provides cloud-based digital marketing tools, including AI-assisted content generation, SEO, reporting and e-commerce support features (the “**Services**”). The Services are delivered entirely in digital form. Functionality, features and integrations may be added, removed or changed from time to time.

4. Account, Eligibility and Security

4.1 Eligibility. You must be at least 16 years old (or the higher minimum age required for valid consent in your country of residence) and have the legal capacity to enter into a binding contract. The Services are not directed at children. If you create an account on behalf of an organisation, you warrant that you have authority to bind that organisation to this Agreement.

4.2 Accurate information. You must provide accurate, complete and up-to-date information when registering and keep that information current. This obligation supports the accuracy principle under Article 5(1)(d) GDPR.

4.3 Confidentiality of credentials. Account credentials are personal to you and must not be shared with third parties. You are responsible for all activities carried out under your account and must notify us promptly at info@markty.ai of any suspected unauthorised access or security incident.

5. Licence and Permitted Use

5.1 Subject to your compliance with this Agreement and timely payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services for your internal personal or business purposes during the term of your subscription.

5.2 You may use the Platform only for lawful purposes and in accordance with this Agreement, our Acceptable Use Policy and applicable laws (including data-protection, consumer-protection, intellectual-property and unsolicited-communications laws).

5.3 You may not (and may not permit any third party to): (a) copy, sell, sublicense, distribute or otherwise commercially exploit the Services; (b) reverse engineer, decompile or attempt to derive source code of the Services, except to the extent such restriction is prohibited by mandatory law; (c) interfere with the integrity, security or performance of the Services; or (d) use the Services to develop a competing product or to train a competing AI model.

6. Fees, Billing and Payment

6.1 The Services are offered on a subscription basis. Fees are charged in advance on a monthly or annual basis, as selected at the time of purchase.

6.2 Payments are processed by authorised third-party payment service providers. Card and payment-instrument data are processed by those providers in accordance with their own terms and privacy notices, and are not stored by Markty AI.

6.3 Fees are quoted in the currency shown at checkout (e.g. EUR, USD, GBP or TRY). Applicable indirect taxes (such as VAT, where applicable) are added to the price in accordance with the tax rules of your jurisdiction. For consumers in the European Union and the United Kingdom, prices are displayed inclusive of applicable VAT where required by law.

6.4 If a payment cannot be collected, your account may be suspended. If the outstanding amount is not received within ten (10) business days following notice, we may terminate your account in accordance with Section 16.

7. Sub-processors and International Transfers

7.1 Sub-processors. To deliver the Services, Markty AI uses the third-party AI service providers and infrastructure providers identified in **Annex A** to this Agreement. Annex A is updated from time to time and forms an integral part of this Agreement.

7.2 Disclosure to sub-processors. Customer Data, prompts, uploaded files and usage data may be transmitted to these sub-processors to the extent necessary for the provision, security and improvement of the Services.

7.3 International transfers. Some of these sub-processors are located outside the European Economic Area (“EEA”) and the United Kingdom. Where such transfers occur, Markty AI relies on appropriate safeguards under Chapter V GDPR, in particular the European Commission’s Standard Contractual Clauses (Decision 2021/914) and, for transfers from the UK, the UK International Data Transfer Addendum, supplemented by appropriate technical and organisational measures. A copy of the applicable safeguards is available on request from info@markty.ai.

7.4 Notification of changes. We will notify you by email of intended additions or replacements of sub-processors that Process Personal Data at least thirty (30) days in advance, and you may object on

reasonable Personal Data protection grounds in accordance with Section 12 (DPA).

8. Right of Withdrawal and Refund (Consumers)

8.1 If you are a consumer resident in the European Economic Area or the United Kingdom, you have a statutory right to withdraw from this Agreement within fourteen (14) days from the date of conclusion of the Agreement, without giving any reason, in accordance with Directive 2011/83/EU on consumer rights (or its UK equivalent).

8.2 Because the Services consist of digital content not supplied on a tangible medium, the right of withdrawal will be lost where performance has begun with your prior express consent and acknowledgement that you thereby lose your right of withdrawal. By activating the Services within the withdrawal period, you give such consent and acknowledgement.

8.3 To exercise the right of withdrawal, please send a clear statement to info@markty.ai. This Section 8 does not apply to business (B2B) customers.

9. User Obligations and Acceptable Use

9.1 You may not use the Platform in any unlawful, harmful, fraudulent, infringing or abusive manner, including for the transmission of unsolicited commercial communications (spam) in violation of applicable laws (including the ePrivacy Directive, GDPR, the UK PECR or the U.S. CAN-SPAM Act, as applicable).

9.2 You must not upload or generate content that infringes intellectual-property, personality, privacy or other rights of third parties, or that is defamatory, discriminatory, obscene or otherwise unlawful.

9.3 You may use only your own account and may not share account credentials. Each named user requires a separate seat where the subscription plan is per-seat.

9.4 Lawful basis for Customer Data. Where you upload, input or otherwise Process Personal Data of third parties through the Platform, you warrant that you have a valid lawful basis under Article 6 GDPR (and, where relevant, Article 9 GDPR) for that Processing, including any required consents, notices and disclosures to Data Subjects.

9.5 Breach of this Section may result in suspension or termination of your account and may make you liable for losses incurred by Markty AI or third parties as a result of the breach, payable on first written demand.

10. Intellectual Property Rights

10.1 All intellectual-property rights in the Platform — including software, interfaces, designs, graphics, logos, trademarks and content owned by Markty AI — are and remain the property of Markty AI or its licensors.

10.2 You may use those materials only as necessary to use the Services and may not copy, sell or distribute them. As between the parties, you retain all rights in your Customer Data; you grant us a worldwide, non-exclusive, royalty-free licence to host, copy, transmit and display Customer Data solely as necessary to provide and secure the Services and to comply with law.

11. AI-Generated Content

11.1 The Services use third-party AI service providers (including OpenAI, Anthropic (Claude), Google (Gemini) and Fal AI). Outputs are generated automatically and may be inaccurate, incomplete, biased or infringing. We make no warranty regarding the accuracy, currency, originality, lawfulness or non-infringement of AI-generated outputs and accept no liability for them, to the maximum extent permitted by law (subject always to Section 14).

11.2 You are solely responsible for the use you make of AI-generated outputs, including any copyright infringement, data-protection or other legal risk arising from such use. You should review and verify outputs before relying on them.

11.3 Our current AI sub-processors have publicly committed not to use API inputs and outputs to train their general models by default. You can review the relevant terms via the links to the providers' terms set out in **Annex A**. We will update Annex A as providers change their terms.

11.4 You acknowledge that, when you use the Services, you are also subject to the acceptable-use rules of the underlying AI providers (for example, restrictions on disallowed content). It is your responsibility to comply with those rules.

12. Data Protection

12.1 Roles. With respect to **Account Data**, Markty AI acts as the Controller. With respect to **Customer Data** that you Process through the Platform, Markty AI acts as a Processor on your behalf and you act as Controller (or Processor for an upstream Controller). Markty AI's standard Data Processing Addendum (DPA), which sets out the terms required by Article 28 GDPR, is available on request from info@markty.ai and, once executed, is incorporated into this Agreement by reference and governs that Processing.

12.2 Compliance. Markty AI Processes Personal Data in accordance with the GDPR, the UK GDPR, the Turkish Personal Data Protection Law (KVKK) where applicable, and other applicable data-protection laws.

12.3 Notices. Detailed information about how we Process Personal Data — including the categories of data, purposes, lawful bases, recipients, retention periods and international transfers — is set out in our **Privacy Policy** and, for users in Türkiye, in our **KVKK Information Notice**.

12.4 Your rights as a Data Subject. Subject to the conditions set out in the GDPR/UK GDPR, you have the right to: (a) access your Personal Data (Art. 15); (b) request rectification (Art. 16); (c) request erasure (Art. 17); (d) request restriction of Processing (Art. 18); (e) object to Processing (Art. 21); (f) data portability (Art. 20); (g) where Processing is based on consent, withdraw your consent at any time without affecting the lawfulness of prior Processing; and (h) lodge a complaint with a competent supervisory authority (in particular, in your Member State of residence or place of the alleged infringement, or with the UK Information Commissioner's Office for UK users).

12.5 Exercising your rights. Requests can be sent to info@markty.ai. We will respond within the timeframes set by applicable law (generally one month under the GDPR).

12.6 Security. We implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction or damage, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as required by Article 32 GDPR. In the event of a Personal Data breach affecting Customer Data, we will notify you without undue delay in accordance with the DPA.

13. Marketing Communications and Cookies

13.1 We will only send you marketing communications where this is permitted under applicable law, in particular the ePrivacy Directive (and national implementations) and the GDPR. You may withdraw your consent or opt out at any time by using the unsubscribe link in any marketing email or by contacting info@markty.ai.

13.2 Information about cookies and similar technologies used on the Platform, including how to manage your preferences, is set out in our Cookie Policy.

14. Limitation of Liability

14.1 Subject to Section 14.2, Markty AI's total aggregate liability arising out of or in connection with this Agreement is limited, per claim or series of related claims, to the fees paid by you for the relevant Services in the three (3) months preceding the event giving rise to the liability. Markty AI is not liable for indirect, incidental, special, consequential or punitive damages, loss of profits, loss of revenue, loss of goodwill or loss of data.

14.2 Mandatory liability. Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable mandatory law. In particular, Markty AI does not exclude or limit its liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) gross negligence or wilful misconduct; (d) any liability under Article 82 GDPR (or equivalent provisions of the UK GDPR or other applicable data-protection law); or (e) any other liability that cannot lawfully be limited, including consumers' statutory rights.

15. Your Indemnity

You will indemnify Markty AI against any third-party claims, losses, liabilities, damages and reasonable costs (including reasonable legal fees) arising out of or relating to (a) your Customer Data, (b) your use of AI-generated outputs, (c) your breach of Sections 5, 9 or 12, or (d) your violation of any applicable law. This indemnity does not apply to the extent the claim arises from Markty AI's own breach of this Agreement or its negligence.

16. Termination and Suspension

16.1 You may close your account at any time through the Platform settings or by writing to info@markty.ai. Your subscription will continue until the end of the then-current billing period.

16.2 We may suspend or terminate your access if you materially breach this Agreement (including non-payment, misuse, or unlawful activity), upon notice, except where immediate action is required to protect the Platform or third parties.

16.3 Data return and deletion. Following termination, Customer Data will be returned and/or deleted as set out in the DPA, save where retention is required by applicable law.

17. Modifications to this Agreement

We may amend this Agreement from time to time. Material changes will be notified at least thirty (30) days before they take effect (or such longer period as required by law) by email and/or in-Platform notice. If you do not agree with the changes, you may terminate your account before the changes take effect, without penalty. Continued use of the Platform after the effective date constitutes acceptance of the amended Agreement.

18. Governing Law and Jurisdiction

18.1 This Agreement is governed by the laws of the Republic of Türkiye, without prejudice to mandatory rules of consumer law or data-protection law of your country of habitual residence that cannot be derogated from by agreement.

18.2 The courts of Çankaya, İstanbul (Türkiye) have non-exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

18.3 Consumer protections. If you are a consumer resident in the European Union or the United Kingdom, you may bring proceedings in the courts of your country of residence and you benefit from the mandatory consumer-protection rules of that country (in line with Articles 17–19 of Regulation (EU) 1215/2012 (Brussels I recast) and Article 6 of Regulation (EC) 593/2008 (Rome I)). EU consumers may also use the European Commission's Online Dispute Resolution platform at

<https://ec.europa.eu/consumers/odr>.

19. Miscellaneous

19.1 Entire agreement. This Agreement, together with the Privacy Policy, the DPA and any order forms or product-specific terms, constitutes the entire agreement between the parties and supersedes prior understandings on its subject matter.

19.2 Severability. If any provision is held to be invalid or unenforceable, the remaining provisions remain in full force and effect.

19.3 Assignment. You may not assign this Agreement without our prior written consent. We may assign this Agreement in connection with a corporate reorganisation, merger, acquisition or sale of assets, subject to applicable law.

20. Contact

All questions, notices, privacy/data-protection requests and security-incident reports under this Agreement should be sent to info@markty.ai.

Markty AI is established in the United Kingdom and is therefore subject to the UK GDPR. Where required by Article 27 of the EU GDPR for the offering of Services to Data Subjects in the European Economic Area, the contact details of our EU representative will be published on the Platform.

© 2025 Markty AI. All rights reserved. This document is the English-language version of the Markty AI User Agreement and has been prepared in alignment with the GDPR (Regulation (EU) 2016/679) and the UK GDPR.

Annex A — List of Sub-processors

This Annex lists the third parties that Markty AI engages as sub-processors to provide the Services. It forms part of this Agreement and is updated from time to time in accordance with Section 7.4. The version currently in force is the version dated as at the “Last updated” date shown below.

Last updated: 1 November 2025.

A.1 AI service sub-processors

Sub-processor	Purpose / Service	Hosting region	Transfer safeguard
OpenAI, L.L.C.	Large-language-model inference (text generation, image generation, chat)	United States	EU SCCs (Module 2/3); UK IDTA
Anthropic, PBC	Large-language-model inference (Claude family models)	United States	EU SCCs (Module 2/3); UK IDTA
Google LLC (Google AI / Gemini API)	Large-language-model inference (Gemini family models)	United States / EU region	EU SCCs (Module 2/3); UK IDTA
Fal AI, Inc.	Generative image and media model inference	United States	EU SCCs (Module 2/3); UK IDTA

Each AI sub-processor listed above has publicly committed not to use API inputs or outputs to train its general foundation models by default. Their applicable terms are available at: openai.com/policies, anthropic.com/legal, ai.google.dev/terms and fal.ai/terms (URLs accurate as at the “Last updated” date).

A.2 Infrastructure and operational sub-processors

Markty AI also relies on standard infrastructure and operational sub-processors (for example: cloud hosting, transactional email, payment processing, customer support and product analytics). The current list of such sub-processors is maintained internally and made available to business customers on request via info@markty.ai. This Annex will be updated to incorporate that list once finalised.

A.3 Notification of changes to this Annex

Markty AI will notify Users by email of any intended addition or replacement of a sub-processor that Processes Personal Data at least thirty (30) days before the change takes effect. During this notice period, Users acting as Controller may object on reasonable Personal Data protection grounds in accordance with Section 7.4 and Section 12 of this Agreement.