

Participation in myWay Services

1. Access

a) Goodyear Tires TAŞ ("GOODYEAR") for tire dealers and authorized dealers (DEALER) (Authorized dealers are named as DEALER only within the scope of this contract.)

It has provided the opportunity to order tires and benefit from other services ("MyWay services") over the internet via electronic media. MyWay services are an alternative method of placing and fulfilling orders with GOODYEAR and providing other services included in MyWay services. The conclusion of this contract does not create an obligation to use the MyWay services.

b) After reading and accepting the terms of this agreement, your e-mail address and password ("Access Information"), which you will use as your user ID, will be sent to the DEALER to take part in MyWay services and use MyWay services. Access Information will be granted as a General Access Grant and will include the ability to request additional dependent Sub-Access Permissions.

c) DEALER will select a System Administrator as the only contact person between GOODYEAR and DEALER and notify GOODYEAR. This System Administrator will manage the DEALER's system on his behalf and will be able to give additional User ID Numbers and passwords to the people the DEALER works with. -GOODYEAR has given all necessary or possible authorizations for the management of tire services. Until a written notice is sent to GOODYEAR by the DEALER or another System Administrator is specified to GOODYEAR, the System Administrator will remain responsible and all the given authorizations will remain valid.

d) DEALER may have the right to obtain the Access Information by himself/herself through the system. DEALER may request additional dependent Sub-Access Permissions, but Sub-Access Information will only be given by GOODYEAR. GOODYEAR reserves the right to inquire about the applicant's personality, its credibility, and to search for other information that GOODYEAR deems necessary for the conduct of business relations.

e) MyWay services will be provided through an Internet access to the website owned by GOODYEAR.

f) DEALER is obliged to keep the Access Information confidential to all unauthorized third parties and will not provide access to this information to any third party. DEALER is solely responsible for requesting and revoking all Sub-Access Permissions.

g) The DEALER is solely responsible for purchasing and maintaining all computer hardware and software required to benefit from MyWay services at its own expense.

h) GOODYEAR reserves the right to withdraw the Access Permission to MyWay services without prior notice and reason, or to prohibit the DEALER from participating in MyWay services with immediate effect.

2. Join MyWay Services

a) Orders and all other information placed through MyWay services will be deemed to have been received by GOODYEAR when GOODYEAR becomes accessible through its own server. Legally sufficient proof of the relevant user identification number, the identity of the sender and the authenticity of the post will be considered.

b) GOODYEAR's offers are not mutually binding. The Contract of Sale enters into force only after the order is confirmed separately or the ordered goods are shipped.

c) The parties agree that GOODYEAR

- By providing the DEALER with information about the availability of this order in stock and the technical aspects of the order before placing an order,
- By informing the DEALER about the various technical stages of being bound by this contract,
- By informing the DEALER about whether the concluded contract will be processed by GOODYEAR or whether it will be possible to access the concluded contract,
- In cases where the information about the availability of the order and the technical aspects of the order is provided by GOODYEAR, to inform the DEALER about the availability of the order and the technical aspects of the order before the order is placed,

- By informing the DEALER about the languages offered for the conclusion of the contract or the rules that GOODYEAR will be subject to regarding MyWay services, or about the possibilities of the DEALER to look up these rules electronically,
- By confirming that the DEALER's order has been received without delay and electronically or by any other means,

The parties have agreed that it will not be liable.

- d) The prices of all goods to be sold by GOODYEAR to the DEALER will be the prices in the list applicable by GOODYEAR and valid on the date of shipment from GOODYEAR's warehouse or factory. DEALER accepts and undertakes the payment terms and conditions determined by GOODYEAR.
- e) In addition, all contracts concluded through MyWay services will be subject only to the final version of GOODYEAR's General Terms and Conditions.

3. Risks, Responsibility

- a) The DEALER is obliged to pay GOODYEAR for all damages that may arise from the use of the Access Information incorrectly or by unauthorized persons.
- b) DEALER has accepted that GOODYEAR has no responsibility for the functionality of the DEALER's IT (information technology) system. GOODYEAR has drawn the DEALER's attention that the communication lines of the Internet are beyond GOODYEAR's control. Therefore, GOODYEAR is not liable for any errors that may occur during the transfer of information between the parties, except for gross negligence or intent of GOODYEAR.
- c) In addition, GOODYEAR is not responsible for any type of computer virus or typical dangers arising from the use of the Internet, including, but not limited to, access to confidential information by unauthorized third parties, except for the gross negligence or intent of GOODYEAR. It is recommended that the DEALER always uses updated virus protection software.
- d) In other respects, GOODYEAR is not liable for any damages that the DEALER may incur, other than GOODYEAR's gross negligence or intent.

4. Various Subjects

- a) GOODYEAR collects, processes and uses personal information to fulfill orders and provides information to others, in accordance with relevant laws on data protection. The DEALER has accepted the fulfillment of orders in this way and the sending of information to other companies of the GOODYEAR group in this way. The DEALER may object to this use of information at any time by sending a written message to GOODYEAR.
- b) The Customer shall not supply any personal data of any person to Goodyear without securing such person's express, informed consent.
- c) This Agreement is subject to Turkish law and Istanbul courts and enforcement offices will be authorized in all disputes arising from this agreement.
- d) GOODYEAR reserves the right to adapt and/or change the terms and conditions of participating in MyWay services at any time. The most recent version of the terms and conditions will always apply.
- e) This Agreement has been concluded for an indefinite period and can be terminated at any time with the written notification of the parties.

I understand and accept the above terms and conditions.