

TERMS OF USE

RealWorks Teknoloji A.Ş. (hereinafter referred to as “HaloScape”) hereby reminds users to carefully read and fully understand this User Agreement (hereinafter referred to as the “Agreement”).

Users must thoroughly review the provisions of this Agreement, particularly those concerning HaloScape's disclaimers or limitations of liability, dispute resolution procedures, and applicable laws.

By using the HaloScape application, you are deemed to have accepted this Agreement and to be bound by its terms and conditions.

HaloScape reserves the right to make changes to this Agreement; updated terms will be published within the HaloScape application and shall become effective as of the date of publication.

GENERAL TERMS

1.1. The software brings together clients and consultants on an online platform and in a mobile application referred to as the APP. The purpose of the software is to provide an electronic medium through which health data shared by clients via Apple Health, Google Health Connect, and other means is instantly transmitted to consultants, enabling the appropriate matching of clients and consultants. The ownership and operational rights of the software and related services belong exclusively to HaloScape. Such data sharing shall take place based on your explicit consent.

1.2. This Agreement is concluded between you (hereinafter referred to as the “User”) and HaloScape, including its affiliated and partnering organizations (hereinafter referred to as “partnering organizations”), with respect to your use of the HaloScape application (hereinafter referred to as the “Software” or the “APP”) or other related services provided by HaloScape.

1.3. The HaloScape application is currently not available for use by minors. If you are under the age of 18, please do not accept this Agreement or use the Software.

1.4. Users acknowledge and declare that HaloScape solely provides them with the software and related services. Any equipment-related costs, including but not limited to terminal charges or internet access fees required to use the software or related services, shall be borne by the user.

SCOPE

2.1. HaloScape grants the user a personal, non-transferable, non-sublicensable, and non-exclusive license to use the software.

2.2. Users may install, use, view, and operate the software on a single mobile terminal device for non-commercial purposes only. However, the user may not install, use, or operate this software for commercial purposes, nor may they copy, modify, or imitate the software. Users may not create or assemble any derivative works, including but not limited to the use of plug-ins, add-ons, or unauthorized third-party tools/services to access the software and related systems. Any commercial sale, reproduction, or distribution, including pre-installation or bundling of the software, requires prior written authorization and permission from HaloScape.

SOFTWARE UPGRADES

3.1. To improve the user experience and the content of its services, HaloScape reserves the right to provide modified, amended, and upgraded versions of the software from time to time. By default, the software enables the “upgrade prompt” function for users. Depending on the version of the software in use, HaloScape may offer users the option to enable or disable this feature. Once a new version of the software is released, HaloScape does not guarantee continued availability or support for older versions.

USER ACCOUNT AND LOGIN

4.1. To use the services provided by this software, users must create a user account. The creation and use of this user account shall be subject to the terms of this Agreement.

4.2. Each user must create and use an account solely for themselves. Users are required to provide accurate and complete information during the account creation process. If any false or misleading information is detected, HaloScape reserves the right to suspend and/or terminate all services provided to the user.

4.3. The software may include two types of users: clients and consultants. Clients and consultants shall be referred to individually and/or collectively as “Users.” HaloScape reserves the right to modify or enhance these roles and the overall concept of the software.

4.4. HaloScape may, at its discretion, evaluate users identified as clients using its own algorithm based on information obtained via the software. However, the results of such evaluations shall under no circumstances be considered medical or technical advice.

4.5. In addition to the information and evaluations provided to clients, HaloScape may also offer services through individuals acting as “Consultants” within the software. These individuals shall not, under any circumstances, be regarded as employees, representatives, or advisors of HaloScape.

4.6. The user acknowledges that any information or recommendations provided by consultants during the consultation are not binding upon HaloScape or the Software, and reflect only the personal opinions of the consultants. HaloScape shall not be held responsible for any damages incurred by the consultant or third parties due to the user’s views or statements, nor for any

damages incurred by the user due to the views or statements of consultants or third parties. HaloScape is not liable for any damages resulting from unauthorized access to user data.

4.7. Pursuant to applicable legal regulations, users are prohibited from recording audio or video of conversations with consultants, obtaining copies of such communications, or sharing them with third parties. Consultants are likewise required to comply with this rule. Failure by either party to comply shall constitute a breach of this Agreement. HaloScape reserves the right to terminate both user and consultancy services in the event of non-compliance with the rules set forth in this Agreement. HaloScape disclaims all liability for any damages arising from such actions, and any resulting losses shall be solely the responsibility of the violating party. If the user or consultant becomes subject to any legal consequences due to a breach of this Agreement, HaloScape reserves the right to claim compensation for non-compliance with the user/confidentiality agreement.

4.8. The user (or any user acting in the capacity of a consultant) shall be solely responsible for the accuracy of the information provided during HaloScape membership registration and for safeguarding their login credentials. The user agrees, declares, and undertakes not to share their membership information with anyone, and that such information is personal and exclusive. The user further declares that they will only benefit from HaloScape for personal use (or for consulting purposes), and will not allow any third party to use any of the services provided by HaloScape for commercial or personal gain. The user is solely responsible for the security, storage, and prevention of unauthorized access or use of their login credentials (such as username and password). HaloScape accepts no liability for any damages suffered or potentially suffered by members or third parties due to the negligence or misconduct of users in relation to access security and credential protection for the HaloScape mobile application.

4.9. Under this Agreement, HaloScape reserves the right to send informational emails to users' registered email addresses and informational text messages to their mobile phones at any time. If the user does not wish to receive such notifications, they may opt out by canceling their membership. However, if the user has explicitly consented to receive such communications when approving this user/privacy agreement, they shall be deemed to have accepted the receipt of informational emails and messages to their registered email address and mobile phone.

TERMS OF USE

5.1. The user may benefit from the software and services covered under this Agreement as long as they act in accordance with applicable laws and the provisions of this Agreement. The following actions are strictly prohibited:

5.1.1. Removing copyright notices from the software or its copies; altering, deleting, or circumventing technical measures designed to protect the software's intellectual property rights.

5.1.2. Reverse engineering the software by disassembling, decompiling, or otherwise attempting to obtain its source code.

5.1.3. Altering or tampering with instructions and data in the operation of the software; adding or deleting data; modifying the functions or effects of the software; running or disclosing the software and its methods for the purposes stated above or for commercial gain.

5.1.4. Using the software in any activity that may compromise network security, including but not limited to:

- Using unlicensed data or accessing unauthorized servers/accounts;
- Gaining unauthorized access to public networks or other persons' operating systems, and deleting, modifying, or adding to stored information;
- Probing, scanning, or testing for vulnerabilities in the software's systems or networks without authorization, or engaging in any activity that harms network security;
- Interfering with or attempting to destroy the normal operation of the software system or website, spreading malicious software or viruses, or engaging in other acts that disrupt or interfere with normal network information services;
- Spoofing TCP/IP packet names or partial names.

5.1.5. Accessing or using the software and services via third-party compatible software or systems that are not developed, authorized, or recognized by HaloScape, or creating, publishing, or distributing such tools.

5.1.6. Without the written consent of HaloScape, performing any actions related to the software or its data, including but not limited to:

- Using, renting, lending, copying, modifying, linking, reproducing, compiling, publishing, republishing, creating mirror sites, or using software to develop derivative products, works, services, add-ons, compatibility layers, interfaces, etc.

5.1.7. Using the software to publish, transmit, distribute, or store any content that may violate local laws and regulations.

5.1.8. Using the software to publish, transmit, disseminate, or store content that infringes upon the intellectual property rights, trade secrets, or other legal rights of others.

5.1.9. Using the software to send, transmit, or distribute advertising materials or spam in bulk.

5.1.10. Using this software or any other services provided by HaloScape in an illegal manner, for unlawful purposes, or in any way that violates the terms of this Agreement.

INFORMATION DISSEMINATION TERMS

5.2.1. When uploading any informational content using this software, you must ensure that you hold the intellectual property rights to the content or are legally authorized to share it, and that your use of the software and services does not infringe upon the legitimate rights and interests of any third party.

5.2.2. Users shall not use this software to engage in any of the following activities, including but not limited to:

5.2.2.1. Creating, reproducing, publishing, distributing, or storing content that violates local laws and regulations.

5.2.2.2. Publishing, transmitting, disseminating, or storing content that infringes on others' legal rights, including reputation, portrait rights, intellectual property, or trade secrets.

5.2.2.3. Fabricating facts or concealing the truth in order to mislead or deceive others.

5.2.2.4. Publishing, transmitting, or distributing advertising information or spam.

5.2.2.5. Engaging in any other activity that violates local laws and regulations.

5.2.3. Without the express permission of HaloScape, users are not permitted to engage in any commercial activities using the software, such as publishing advertisements or selling products.

5.3. Users hereby acknowledge and agree to the following:

5.3.1. HaloScape may, at its discretion, determine whether a user has violated the above terms of use and may, based on its assessment and the provisions of this Agreement, suspend, terminate, or impose other restrictive measures on the user's license.

5.3.2. HaloScape will delete any information that it suspects violates legal regulations and/or the provisions of this Agreement, or that infringes on the legal rights of others.

5.3.3. If a user's violation of the above terms causes harm to a third party, the user shall bear sole and independent responsibility and shall indemnify HaloScape against any resulting losses or expenses.

5.3.4. If a user's breach of applicable legal provisions or agreements results in HaloScape suffering damage, being subject to third-party claims, or facing sanctions by administrative authorities, the user shall be liable to compensate HaloScape for all related losses and/or expenses, including reasonable attorney's fees and costs related to investigation and evidence collection.

5.4. HaloScape reserves the right to suspend its current services for any period necessary due to technical maintenance or other operational requirements.

THIRD-PARTY SERVICES

6.1. The user understands and accepts that the software system may include services provided by HaloScape affiliates or third parties. For the convenience of users, HaloScape merely facilitates access to the relevant functional modules and third-party services within the system.

6.2. Regardless of whether a third-party service is pre-installed in the software system, activated by the user, or purchased by the user, the user acknowledges and agrees that HaloScape provides no express or implied warranties or guarantees regarding the legality, effectiveness, accuracy, or security of the third-party service providers or the user's actions.

6.3. HaloScape does not supervise, control, or take responsibility for third-party services and provides no guarantees or warranties with respect to such services.

6.4. All disputes and disagreements between users and third-party service providers shall be resolved between the parties in accordance with the business processes and specifications of the respective third-party service provider. HaloScape assumes no responsibility in such matters.

PRIVACY POLICY AND PROTECTION OF PERSONAL DATA

7.1. HaloScape is committed to protecting users' privacy in accordance with the privacy policy applicable to this software. For detailed information, please refer to: <https://haloscape.health/legal>

7.2. In order to resolve software-related issues, HaloScape records and utilizes the IP addresses of its users.

LIABILITY

8.1. HaloScape reserves the right to assess whether the user's conduct complies with the provisions of this Agreement.

8.2. If it is determined that the user has violated applicable laws or regulations, or the terms and related rules of this Agreement, HaloScape reserves the right to take appropriate action, including deleting illegal content, restricting, suspending, or terminating the user's access to the software services, or implementing other measures deemed appropriate, depending on the severity of the violation. HaloScape also reserves the right to pursue legal action. In the event that HaloScape suffers any loss (including but not limited to third-party claims or administrative penalties), the user shall bear full responsibility.

SERVICE RISKS AND DISCLAIMER

9.1. HaloScape provides service support using up-to-date technology. However, it does not guarantee that the software services will operate uninterrupted or error-free, that all defects will be corrected, or that all user requirements will be met, nor does it guarantee the results that may arise from such use.

9.2. HaloScape is not liable for any damages incurred by users due to third-party causes such as communication line failures, technical issues, network or computer terminal malfunctions, system instability, or other force majeure events.

9.3. HaloScape does not guarantee the legality, authenticity, accuracy, or validity of any information obtained through this software (including the content of third-party services), and

it is not responsible for the outcomes of any transactions carried out by users based on such information.

9.4. When users utilize the software or request specific services from HaloScape, the software may operate or access third-party systems or applications to support such usage or access, and the outcomes may be provided by these third parties. In addition to the provisions herein, the terms and rules of the relevant third party shall also apply. Users understand and accept that third parties may access user data during the use of such services, and that HaloScape does not guarantee the accuracy, effectiveness, or security of such use, nor does it assume responsibility for any associated risks.

9.5. HaloScape emphasizes that, in order to preserve its autonomy in business development and operational adjustments, it may change or interrupt services at any time, provided that users are given reasonable prior notice.

9.6. Unless explicitly stated in applicable laws and regulations, HaloScape will make every effort to ensure the security, efficiency, accuracy, and reliability of the relevant software, technologies, and information. However, users acknowledge that, due to the limitations of current technology, such guarantees cannot be assured.

9.7. The user acknowledges and agrees that HaloScape reserves the right to suspend, interrupt, or terminate the provision of all or part of its services to the user based on judicial or regulatory authority requirements, supervisory agency directives, or its own commercial considerations.

9.8. The user shall be responsible for losses resulting from personal injury or incidental, indirect, or commercial damages, including but not limited to loss of profit, data loss, or business interruption arising from any of the following:

- (a) Use or inability to use the licensed software.
- (b) Unauthorized use of the software by third parties or alterations to user data.
- (c) Costs and losses incurred due to the user's usage behavior.
- (d) Misinterpretation or misunderstanding of the software by the user.
- (e) Other losses related to the software not attributable to HaloScape.

9.9. The user acknowledges and accepts that while HaloScape will make commercially reasonable efforts to ensure the security of user data stored within the software and services, it cannot provide a full guarantee in this regard.

INTELLECTUAL PROPERTY

10.1. HaloScape holds the intellectual property rights to this software. All copyrights, trademarks, patents, trade secrets, and other intellectual property rights related to this software, as well as all informational content associated with it (including but not limited to text, images, audio, video, graphics, interface design, layout framework, related data, and

electronic documents), are protected under local laws and regulations as well as relevant international treaties. HaloScape retains all such intellectual property rights.

10.2. Users may not apply, use, or transfer any of the above-mentioned intellectual property rights, either personally or through licensing to any third party, for commercial or non-commercial purposes, without HaloScape's prior written consent. HaloScape reserves the right to claim liability for any actions that infringe upon these rights.

AMENDMENTS TO THE AGREEMENT

11.1. HaloScape reserves the right to amend the terms of this Agreement as necessary. When the terms of the Agreement are modified, the revised terms shall be published on the relevant page.

If the user does not accept the changes, they are responsible for canceling the service. Continued use of the service shall be deemed as acceptance of the Agreement and the modifications made thereto.

11.2. HaloScape reserves the right to modify the pricing of its services, including pricing standards, pricing methods, service fees, and service conditions, as deemed appropriate. When providing services, HaloScape may begin charging certain fees for some services, either now or in the future. If the user refuses to pay such fees, they will no longer be able to benefit from the relevant services.

GOVERNING LAW AND DISPUTE RESOLUTION

12.1. The validity and interpretation of the terms of this Agreement shall be governed by the laws of the Republic of Turkey. In the absence of applicable legal provisions, reference shall be made to international and/or local commercial practices.

12.2. The User and HaloScape agree to resolve any disputes arising from this service through mutual negotiation. If the negotiations fail, the Istanbul (Çağlayan) Courts and Enforcement Offices shall have jurisdiction for the resolution of such disputes.

MISCELLANEOUS PROVISIONS

13.1. HaloScape shall inform users about changes to the Terms of Service, service modifications, and/or other important updates through e-mail, SMS, website announcements, or other methods it deems appropriate. If the user continues to use HaloScape for three (3) consecutive days after such notification is sent via any of the above methods, the user shall be deemed to have accepted the content of the respective notice.

13.2. The headings of all clauses in this Agreement are provided solely for ease of reading and shall not, on their own, bear any legal significance or serve as a basis for interpreting the meaning of the Agreement.

13.3. If any provision of this Agreement is found to be partially invalid or unenforceable, the remaining provisions shall remain valid and binding on both parties.

ENFORCEMENT

By registering as a member of HaloScape, the user is deemed to have read and accepted all the terms and conditions set forth in this Agreement.

Updated on: 18.05.2025