

# USER AGREEMENT

This User Agreement (the “Agreement”) is entered into by and between Trigemy Online Private Education Consultancy Services Inc., a company duly incorporated and existing under the laws of the Republic of Türkiye (hereinafter referred to as the “Company”, “Trigemy”, or the “Platform”), and any natural person who accesses, visits, registers with, subscribes to, or otherwise uses the website located at [www.trigemy.com](http://www.trigemy.com), any subdomains thereof, and any related applications, interfaces, services, content libraries, live consultation modules, communication channels, and digital educational environments made available by the Company (hereinafter referred to individually or collectively as the “User”, “Member”, or “You”).

By accessing, visiting, registering for, subscribing to, or otherwise using the Platform, the User acknowledges that they have read, understood, and accepted this Agreement in its entirety and agree to be legally bound by all of its terms and conditions. If the User does not agree to this Agreement, the User must immediately refrain from accessing or using the Platform and its services.

## 1. Purpose, Scope, and Nature of the Platform

**1.1.** Trigemy is an online education and professional development platform designed to provide educational, theoretical, practical, and professional content in the fields of medicine and dentistry, including but not limited to pre-recorded educational videos, lectures, demonstrations, case-based learning materials, professional presentations, practical training content, written materials, and live audio-visual consultation sessions with instructors.

**1.2.** The Platform is intended primarily for licensed medical doctors, licensed dentists, and students currently enrolled in medical or dental faculties or equivalent academic programs. The Company reserves the right, at its sole discretion, to determine whether a particular person satisfies the professional or academic eligibility requirements for membership and continued use of the Platform.

**1.3.** The Platform is an educational and informational environment. Unless expressly and separately stated otherwise by the Company in writing, the Platform shall not be construed as a healthcare provider, medical institution, treatment center, or clinical decision-making authority, and no content made available through the Platform shall be interpreted as constituting a direct medical diagnosis, treatment recommendation, patient-specific prescription, or legally binding medical opinion issued by the Company.

**1.4.** The Company may, from time to time, improve, modify, suspend, remove, replace, update, expand, restrict, or discontinue any aspect of the Platform, including without limitation categories of content, subscription structures, technical infrastructure, user interfaces, consultation features, educational modules, eligibility criteria, access conditions, or security measures, provided that such changes are implemented in accordance with applicable law and the general contractual balance of this Agreement.

## 2. Eligibility, Registration, and Account Verification

**2.1.** In order to use certain features of the Platform, including access to paid content, subscription plans, instructor consultations, and member-only areas, the User may be required to create an account and complete the registration process designated by the Company.

**2.2.** During registration, the User may be asked to provide certain information and documents, including but not limited to full name, Turkish Identification Number or other national identifier

where applicable, date of birth, e-mail address, telephone number, student certificate, student identification card, diploma, professional association card, license information, and any other academic or professional verification documents that the Company may reasonably request for the purpose of confirming eligibility, identity, or the lawful use of the Platform.

**2.3.** The User hereby represents, warrants, and undertakes that all information, statements, declarations, and documents provided to the Company during registration and throughout the use of the Platform are true, accurate, complete, current, and not misleading in any respect. The User further undertakes to promptly update such information in the event of any change.

**2.4.** The Company reserves the right, at any time and without incurring any liability, to request additional information or supporting documents, to suspend access pending verification, to reject an application for membership, or to terminate an existing account if the Company reasonably determines that the User does not satisfy the eligibility criteria or has provided false, incomplete, outdated, misleading, or unauthorized information.

**2.5.** The User acknowledges and agrees that the Company may rely on the accuracy of the data and documents submitted by the User and that the User shall be solely responsible for any legal, regulatory, civil, criminal, or professional consequences arising from the submission of false or misleading information or forged, altered, expired, or unauthorized documents.

**2.6.** The User must be legally capable of entering into binding agreements under the laws applicable to them. If the User is accessing the Platform on behalf of an institution, clinic, university, or any other legal entity, the User represents and warrants that they are duly authorized to bind such entity to this Agreement.

### **3. Account Security and User Credentials**

**3.1.** Access to the Platform may require a username, e-mail address, password, or other credentials determined by the Company.

**3.2.** The User shall be solely responsible for maintaining the confidentiality, integrity, and security of their login credentials and for restricting access to their devices, systems, browser sessions, and accounts.

**3.3.** Any use of the Platform through the User's account shall, unless proven otherwise under mandatory law, be deemed to have been carried out by the User personally, and the User shall bear full responsibility for all actions, omissions, content access, transactions, requests, communications, subscription purchases, and consultation bookings made through such account.

**3.4.** The User shall immediately notify the Company if the User knows or reasonably suspects that their account credentials have been lost, stolen, disclosed, compromised, misused, or accessed by an unauthorized third party.

**3.5.** The Company shall not be liable for any unauthorized use of the User's account arising from the User's failure to safeguard credentials, use secure devices, maintain basic cybersecurity measures, or promptly notify the Company of a suspected security breach.

### **4. Subscription Structure, Access Rights, and Payment Terms**

**4.1.** Access to some or all of the Platform's educational content and services may be subject to the purchase of a subscription package, payment plan, access license, or other paid service structure designated by the Company.

**4.2.** Subscription packages may differ based on content scope, duration, educational category, feature access, instructor interaction rights, consultation privileges, and other commercial conditions determined by the Company.

**4.3.** The Company reserves the right to determine, revise, rename, restructure, expand, reduce, merge, split, or discontinue subscription plans, packages, and pricing models at its sole discretion, subject to mandatory consumer law requirements where applicable.

**4.4.** Unless otherwise expressly stated, subscription fees shall be payable in advance through the payment infrastructure designated on the Platform, including credit card or other supported payment methods provided by authorized third-party payment processors.

**4.5.** Access to paid educational content shall commence only upon the successful receipt, authorization, and confirmation of the relevant payment transaction by the applicable payment system.

**4.6.** The User acknowledges that the Company may use third-party payment processors for the collection, authorization, processing, and renewal of payments, and that such processors may be subject to their own contractual terms, privacy notices, compliance requirements, and technical constraints, for which the Company shall not be responsible except to the extent required by mandatory law.

**4.7.** The User is solely responsible for ensuring that their payment information remains accurate, valid, current, and capable of supporting recurring billing where automatic renewal applies.

## **5. Automatic Renewal, Failed Payments, and Cancellation**

**5.1.** Unless otherwise expressly stated at the time of purchase or unless cancelled in accordance with this Agreement, subscriptions shall renew automatically at the end of the applicable subscription period for successive periods equal to the originally selected billing cycle.

**5.2.** By purchasing an automatically renewing subscription, the User expressly authorizes the Company and/or its payment processor to charge the applicable subscription fee, together with any taxes or legally applicable surcharges, using the designated payment method at each renewal date.

**5.3.** The User may request cancellation of the subscription by using the cancellation methods made available on the Platform or by contacting the Company through the contact channel specified by the Company, including the e-mail address published for subscription communications.

**5.4.** Unless otherwise required by mandatory law, cancellation shall take effect at the end of the then-current paid subscription period, and the User shall continue to have access to the relevant subscription content until the expiration of that paid period.

**5.5.** Except where a refund is required under non-waivable applicable law, subscription fees and renewal charges are non-refundable once the relevant purchase or renewal transaction has been completed and the corresponding access rights have been granted or maintained.

**5.6.** If a scheduled renewal payment cannot be processed successfully, the Company shall be entitled to re-attempt collection of the applicable subscription fee up to four (4) times, at intervals of seven (7) days between each attempt, and, during such retry period, the Company may, at its sole discretion, continue to provide the User with access to the relevant paid content or services pending successful collection.

**5.7.** The Company reserves the right to suspend, restrict, or terminate the User's access to paid content if the applicable fee cannot be successfully collected, if the User initiates an improper chargeback, or if the Company reasonably suspects fraud, abuse, or unauthorized payment activity.

**5.8.** The Company may allow the User to upgrade a subscription plan during an active subscription term subject to the pricing and technical rules displayed on the Platform. The Company shall have no obligation to allow downgrades during an active paid term unless otherwise expressly stated.

## **6. Educational Content, Access License, and Permitted Use**

**6.1.** Subject to the User's compliance with this Agreement and the successful payment of any applicable fees, the Company grants the User a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and view the content made available within the scope of the relevant subscription or service package for the User's own personal professional learning and non-commercial educational use only.

**6.2.** The access right granted under this Agreement constitutes a limited contractual usage right only and does not transfer or assign to the User any ownership, title, intellectual property interest, exploitation right, reproduction right, distribution right, publication right, derivative work right, or any other commercial right in or to the Platform or any content made available thereon.

**6.3.** Except as expressly permitted in writing by the Company, the User shall not, directly or indirectly:

**a.** copy, reproduce, archive, download, scrape, extract, store, mirror, or duplicate any content;

**b.** upload, transmit, stream, broadcast, publish, post, share, display, circulate, or otherwise communicate any content to the public on any website, application, cloud storage service, messaging application, social media platform, video platform, online course platform, or offline medium;

**c.** adapt, edit, translate, alter, reverse engineer, repackage, convert, annotate, distort, or create derivative works from any content;

**d.** use any content for commercial, institutional, advertising, promotional, or competing platform purposes;

**e.** remove, alter, obscure, bypass, or interfere with digital security, watermarking, identity tracing, anti-piracy, or technical access control measures;

**f.** provide access credentials or paid content access to another person, whether free of charge or for consideration; or

**g.** use the Platform in any manner inconsistent with the limited educational access right granted herein.

**6.4.** The original agreement strictly prohibits recording, storing, modifying, publishing, publicly communicating, or commercially exploiting content outside the paid package scope.

## **7. Intellectual Property Rights**

**7.1.** All rights, title, and interest in and to the Platform and all content made available through it, including without limitation videos, lecture recordings, audio recordings, consultation interfaces, software, source-independent platform functions, graphics, logos, names, trademarks, designs, texts, articles, instructional materials, images, audiovisual works, compilations, selection and arrangement of content, user interface designs, and all related intellectual and industrial property rights, whether registered or unregistered, shall remain exclusively vested in the Company and/or the relevant licensors, instructors, authors, or rights holders from whom the Company has validly obtained rights or permissions.

**7.2.** Nothing in this Agreement shall be construed as transferring to the User any intellectual property or industrial property rights, whether by implication, estoppel, exhaustion, waiver, or otherwise.

**7.3.** The User acknowledges that all content is protected under applicable copyright, trademark, unfair competition, database, neighboring rights, and other intellectual property laws and treaties, including the legal principles reflected in the original Turkish agreement concerning ownership and restricted use of all platform materials.

**7.4.** Limited quotation of written content may only be permitted where and to the extent expressly allowed by applicable law and by the Company's rules, provided that the quotation remains reasonable, proportionate, properly attributed, non-misleading, and does not substitute for access to the original Platform content.

## **8. Content Protection Measures, Watermarking, and Anti-Piracy Enforcement**

**8.1.** In order to protect the rights of the Company, instructors, and content owners and to preserve the value, exclusivity, and traceability of the content, the Company may implement various technical, digital, forensic, and operational security measures, including but not limited to user-based watermarking, dynamic overlays, identity markers, access logs, session tracking, download restrictions, device/session monitoring, and anti-piracy detection technologies.

**8.2.** The original user agreement explicitly states that the User's Turkish Identification Number may appear dynamically on-screen during content viewing as a security measure.

**8.3.** The User shall not circumvent, disable, conceal, crop out, blur, manipulate, or otherwise interfere with any watermark, identifier, traceability tool, or technical content protection mechanism.

**8.4.** If the User, in breach of this Agreement, records, downloads, reproduces, stores, shares, uploads, publicly communicates, sells, sublicenses, distributes, or otherwise unlawfully exploits any content, the Company shall be entitled, without prejudice to any other right or remedy, to immediately suspend or terminate the User's account, revoke access rights, seek injunctive relief, issue takedown requests, notify relevant platforms and authorities, and pursue civil and criminal remedies to the fullest extent permitted by law.

**8.5.** The User agrees that any unauthorized reproduction, distribution, recording, downloading, or public sharing of the Platform content shall constitute a material breach of this Agreement and shall entitle the Company to claim a contractual penalty of EUR 50,000 for each violation, without prejudice to the Company's right to claim additional damages.

## **9. Consultation Services and Instructor Sessions**

**9.1.** The Platform may offer live audio-visual consultation sessions, question-and-answer sessions, or similar interactive services with instructors. Such services may be offered separately from ordinary subscription packages and may require additional payment.

**9.2.** The original agreement describes consultation sessions as separately paid, generally 15 minutes in duration, and bookable based on instructor availability entered into the system.

**9.3.** The User understands and accepts that consultation services are educational in nature and may involve discussion of general methods, case presentations, academic or professional experiences, and technical opinions expressed by the relevant instructor.

**9.4.** The User is solely responsible for ensuring that any information, documents, visuals, case materials, images, records, or descriptions submitted or displayed by the User in connection with a consultation session are lawfully shared and do not violate patient confidentiality, data protection legislation, professional secrecy obligations, third-party rights, or institutional restrictions.

**9.5.** If the User shares patient-related, institution-related, or otherwise sensitive material, the User represents and warrants that they have obtained all necessary authorizations, anonymizations, consents, or other legal bases required under applicable law.

**9.6.** The Company may automatically record consultation sessions for quality control, compliance, security, dispute resolution, educational archiving, service development, or other lawful purposes disclosed in the relevant privacy documentation and consent mechanisms where required.

**9.7.** The original agreement contains a broad consent language regarding the recording and broad use of consultation audiovisual materials. The international version should be implemented together with a carefully aligned privacy/consent layer to ensure regulatory compliance.

**9.8.** If a consultation session is disrupted, shortened, degraded, or rendered unusable due to the User's device, internet connection, software settings, microphone/camera malfunction, network instability, firewall settings, local hardware issues, or other User-side technical circumstances, the Company shall not be obliged to provide a refund or free rescheduling unless it expressly chooses to do so. The original agreement similarly places interruption risk arising from the user's device/infrastructure on the user and excludes refund/recreation obligations.

## **10. User Conduct and Prohibited Activities**

**10.1.** The User undertakes to use the Platform lawfully, ethically, professionally, and in good faith, and to refrain from any conduct that may harm the Company, instructors, other users, rights holders, service providers, third parties, or the integrity and functioning of the Platform.

**10.2.** Without limitation, the User shall not:

- a.** violate this Agreement or any published platform rules;
- b.** access the Platform for unlawful, fraudulent, deceptive, abusive, defamatory, harassing, discriminatory, infringing, or unauthorized purposes;
- c.** upload or transmit malicious code, spyware, ransomware, trojans, worms, bots, scripts, or any harmful or disruptive technological component;
- d.** interfere with, overload, scrape, test, probe, scan, disrupt, reverse engineer, or compromise the Platform or its infrastructure;
- e.** attempt to gain unauthorized access to systems, data, passwords, accounts, source structures, or technical architecture;
- f.** use automation, scraping tools, bots, or extraction mechanisms without authorization;
- g.** send spam, chain messages, hidden advertisements, unauthorized promotions, or commercial messages;
- h.** post or communicate insulting, threatening, abusive, harassing, or unlawful content in public or private communication areas; or
- i.** create an account despite not meeting the professional eligibility conditions established by the Company.

**10.3.** The uploaded agreement likewise prohibits damaging infrastructure, trying to reach unauthorized systems, spreading malware, spam, or creating accounts without the required professional/student status.

**10.4.** The Company may investigate suspected violations, cooperate with authorities, preserve access logs and evidence, and take any technical, contractual, legal, or procedural measures it deems appropriate in response to misuse.

## **11. Third-Party Services, Links, and External Content**

**11.1.** The Platform may contain links, integrations, references, embedded tools, plug-ins, or redirections to third-party websites, software tools, service providers, communication platforms, payment processors, hosting providers, content delivery services, or other digital environments.

**11.2.** The Company does not own or control such third-party environments and shall not be responsible for their legality, availability, security, terms of use, privacy practices, content, functionality, or accuracy, except to the extent liability cannot be excluded under mandatory law.

**11.3.** The User acknowledges that use of third-party services may be subject to additional terms and privacy rules imposed by those third parties.

## **12. Professional and Educational Disclaimer**

**12.1.** The Platform is intended to provide educational and professional development content only.

**12.2.** The Company does not warrant, represent, or guarantee that the use of the Platform will lead to professional success, examination success, revenue generation, career advancement, treatment success, improved medical outcomes, patient satisfaction, or any other particular academic, clinical, professional, or financial result.

**12.3.** The original agreement expressly states that the Company does not guarantee success and that users are themselves responsible for how they use the content and consultations.

**12.4.** The User is solely responsible for evaluating, interpreting, and professionally applying any knowledge, ideas, techniques, examples, or opinions obtained through the Platform.

**12.5.** To the maximum extent permitted by applicable law, the Company shall not be responsible for medical decisions, patient treatment outcomes, complications, malpractice claims, examination answers, professional errors, or any direct or indirect consequences resulting from the User's reliance on or use of educational content or instructor consultation materials. The original agreement also contains strong disclaimers that treatment outcomes and complications remain the responsibility of the user/instructor relationship rather than the company.

**12.6.** Unless expressly stated otherwise, any statements made by instructors are their own and do not necessarily reflect the views of the Company.

## **13. Availability of the Platform and Technical Disclaimer**

**13.1.** The Company shall use commercially reasonable efforts to maintain the functionality and availability of the Platform; however, the Platform is provided on an "as is" and "as available" basis, without warranties of uninterrupted access, error-free performance, perfect compatibility, or continuous availability.

**13.2.** The Company does not warrant that the Platform will be free from bugs, outages, latency, downtime, cyberattacks, server interruptions, bandwidth limitations, data loss, integration failures, or temporary service unavailability.

**13.3.** To the fullest extent permitted by law, the Company shall not be liable for temporary or permanent loss of access, account issues, technical malfunctions, loss of content availability, system interruptions, or damage allegedly caused by harmful software, viruses, or external attacks, particularly where the Company has taken reasonable security precautions. The original agreement also includes a virus/technical damage disclaimer.

## **14. Privacy and Data Protection**

**14.1.** The Company processes personal data in accordance with applicable data protection legislation, including the Turkish Personal Data Protection Law No. 6698 and, where applicable, relevant international standards and rules.

**14.2.** The User acknowledges that personal data, traffic data, login information, technical usage data, communication data, and content interaction records may be processed as described in the relevant privacy notice, privacy policy, and consent mechanisms published by the Company.

**14.3.** The original agreement and related privacy materials indicate collection of user data, IP information, cookies, and certain logs in connection with platform usage.

**14.4.** The User is responsible for reading the Platform's privacy notice, privacy policy, and, where applicable, cookie disclosures and consent texts.

## **15. Suspension, Restriction, and Termination**

**15.1.** The Company may, at its sole discretion and without prejudice to other rights and remedies, suspend, restrict, disable, investigate, or terminate a User account, subscription, consultation access, or specific feature access if:

- a.** the User breaches this Agreement;
- b.** the User provides false or misleading information;
- c.** the User ceases to meet the eligibility requirements;
- d.** the User engages in piracy, credential sharing, fraud, abusive conduct, illegal activity, or security-threatening conduct;
- e.** the Company is required to do so by law, court order, regulatory instruction, rights-holder complaint, or legitimate technical/security concern; or
- f.** continued access poses legal, technical, reputational, or operational risk to the Company, instructors, or other users.

**15.2.** The User shall not be entitled to compensation, goodwill damages, or future profit claims merely because an account has been suspended or terminated in accordance with this Agreement and applicable law.

## **16. Amendments to the Agreement**

**16.1.** The Company reserves the right to amend, update, restate, supplement, or replace this Agreement from time to time in order to reflect legal, technical, operational, or commercial developments.

**16.2.** Any updated version shall become effective upon being published on the Platform or otherwise communicated to the User, unless a later effective date is stated.

**16.3.** The User's continued access to or use of the Platform after the effective date of any revised Agreement shall constitute acceptance of such revised terms, to the extent permitted by applicable law.

## **17. Governing Law and Jurisdiction**

**17.1.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Türkiye, without prejudice to mandatory consumer protection rules that may apply under the law of the User's habitual residence where such rules cannot be contractually excluded.

**17.2.** Unless otherwise required by mandatory law, any dispute arising out of or in connection with this Agreement, the Platform, the subscription relationship, the consultation services, or any related matter shall be subject to the exclusive jurisdiction of the Istanbul (Çağlayan) Courts and Enforcement Offices.

## **18. Severability, Entire Agreement, and Non-Waiver**

**18.1.** If any provision of this Agreement is held to be invalid, unlawful, unenforceable, or inapplicable by a competent court or authority, such provision shall, to the extent possible, be interpreted in a manner consistent with its original purpose, and the remaining provisions shall remain in full force and effect.

**18.2.** This Agreement, together with any policies, notices, subscription terms, consultation rules, and other documents expressly incorporated by reference, constitutes the entire agreement between the User and the Company with respect to the use of the Platform and supersedes prior oral or written understandings relating to the same subject matter.

**18.3.** Failure by the Company to exercise or enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

## **19. Contact**

For questions regarding this Agreement, subscription issues, legal notices, or account-related matters, the User may contact the Company through the contact details published on the Platform, including the designated support or legal contact e-mail addresses.