

## ***Distance Connection Agreement***

### *1) PARTIES*

*1.1. This "Distance Donation Agreement" (hereafter referred to as "oziing") is signed between the following parties within the terms and conditions set forth below.*

*DISABILITY EDUCATION FOUNDATION (ENEV)*

*From now on, it will be referred to in the contract as "ENEV".*

*DONOR*

*From now on, it will be referred to in the contract as "BAGISCI".*

### *2) DESCRIPTIONS*

*In the implementation of this agreement;*

- *Foundation :Unhindered Education Foundation (ENEV),*
- *Donor :Real or legal person who will make a donation to ENEV through the website with [www.enev.org.tr](http://www.enev.org.tr) domain address belonging to ENEV,*
- *Contract :ThisDistanceDonation Agreement,*
- *Website: Enev's website with [www.enev.org.tr](http://www.enev.org.tr) domain address,*
- *Donation : To be made to ENEV from bagisçi's assets through the website with [www.enev.org.tr](http://www.enev.org.tr) domain address belonging to ENEV,*

- *Project Based Donation* : Free compensation to be made from *bagisçi's* assets to the projects announced by ENEV through the website with the domain address of ENEV [www.enev.org.tr](http://www.enev.org.tr),
- *Loaded Donation* :The type of donation defined in Article 291 of the Turkish Debt LawNo. 6098,
- *Donation Receipt* :Donation receipt to be issued by ENEV if donations are made byBAGISÇI through the website with [www.enev.org.tr](http://www.enev.org.tr) domain address belonging to ENEV,
- *Bank* :The bank, virtual card, credit card and, without limitation, the payment instrument provider used by BAGISÇI for donations made through enev's [www.enev.org.tr](http://www.enev.org.tr) domain address website,
- *Credit Card* :The credit card usedby BAGISÇI for donation transactions made through enev's website with [www.enev.org.tr](http://www.enev.org.tr) domain address

refers to the

## 2) SUBJECT

2.1.The subject of this Agreement; It is the regulation of the rights and obligations of the parties in accordance with the provisions of the Turkish Law no. 6098 regarding the donation of BAGISÇI electronically via ENEV's website.

## 3) FOUNDATION INFORMATION

*Title : Foundation for Unhindered Education (ENEV)*

*Address : Levent Mah. Strawberry Cad. No:6 Besiktas/Istanbul*

*Phone : 0212 912 55 25*

*Email : info@enev.org.tr*

*Tax Office : Besiktas*

*Tax Number : 335 045 0551*

*Tax Exemption : T.C. Presidential Decree No. 02.06.2021 and Numbered 4064*

#### *4) GENERAL PROVISIONS*

*4.1. The donation to be made by BAGISÇI will also be used for the purposes written in ENEV's foundation bill and for the expenditures to be made in order to achieve these objectives.*

*4.2. The donation to be made in the event that BAGISÇI makes a donation to support any project announced by ENEV would be used in relation to the project in question, but if necessary by ENEV, some or all of the project-based donations will be made for the purposes written in ENEV's foundation bill or for the realization of these purposes. or other projects that ENEV will announce in the present or future. All arbitrariness in this regard belongs to ENEV. THE BAGIST accepts this arbitrariness. In accordance with this article provision, project-based donations will not be legally loaded donations.*

4.3. BAGISCI agrees to obtain the information regarding the use of this contractual donation correctly.

4.4. IF a donation receipt is requested by the BAGISÇI; the natural person must submit the official documents indicating that he/she is authorized to represent the legal entity and the bank documents proving that he has made a donation to ENEV physically or by e-mail. If the documents submitted by BAGISÇI are confirmed by ENEV, a donation receipt is given to BAGISÇI.

4.5. BAGISÇI declares and undertakes that the information provided by ENEV when making donations from its website is inaccurate and that ENEV will immediately, cashly and repeatedly incur any damages it may incur due to the inaccuracy of this information to ENEV upon enev's initial notification.

4.6. If the DONOR defaults on the payment of the credit card for which he/she makes the donation payment transactions, the credit card holder shall be personally responsible to the relevant bank for the obligations issued within the framework of the contracts with the relevant bank and ENEV has no responsibility or obligation in relation to this matter.

## 5) INTEGRITY OF THE SEPARATION OF SUBSTANCES

5.1. The provisions of this agreement are divisible and the validity of the other provisions of the Agreement shall not be affected if one of its provisions is invalidated, revoked or otherwise eliminated.

## 6) COMMENT

6.1. *The title of the articles of reference used in this Agreement is used solely for citation and shall not affect the meaning and interpretation of the Agreement in any way.*

6.2. *If any legislation or provision of the legislation is referred to in this Agreement, this citation shall include future changes to this legislation.*

6.3. *The reference to a singular term in this Agreement includes the plurality of that term and the reference to the plural.*

## 7. COMPETENT COURT AND EXECUTIVE AUTHORITY

7.1. *Istanbul Caglayan Court Courts and Enforcement Offices are authorized in disputes arising from this agreement.*

## 8. EFFECTIVENESS

*BAGISCI shall accept all terms and conditions of this agreement when it makes the donation payment through ENEV's website.*