

USER AGREEMENT

Last updated: August 22, 2026

1. PARTIES

- 1.1** This User Agreement (the “**Agreement**”) is entered into by and between Cwork LLC Technology, operating at the address of 1760 N Jog Rd #120, West Palm Beach, FL 33411, USA (hereinafter referred to as the “**Company**”), and the natural or legal person who reads and approves this Agreement via our website (the “**Website**”) (the “**User**”). This Agreement sets forth the terms and conditions regarding the services (individually the “**Service**” and collectively the “**Services**”) to be provided by the Company to the User.
- 1.2** The Company and the User shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.
- 1.3** By granting consent to the Agreement, the User hereby acknowledges and agrees in advance to comply with the provisions set forth below while utilizing the Service. Therefore, we strongly advise you to read the Agreement carefully. The User represents and acknowledges that they have been duly informed by the Company regarding the provisions contained herein, and accordingly, they have been provided with the opportunity to review the contents of the Agreement prior to its acceptance.
- 1.4** We reserve the right to amend the Agreement as deemed necessary, as further specified below. The Agreement, subject to such updates, shall remain accessible via the Website. In the event of material changes to this Agreement, we will provide notification of such updates through our Website. The most recently updated version of the Agreement supersedes and replaces all prior agreements entered into between the Company and the User with respect to the Services, without prejudice to the rights of the Company and the User in connection with the continuing or accrued obligations of the other Party under this Agreement.

2. SUBJECT MATTER OF THE AGREEMENT

The subject matter of this Agreement is to establish the terms and conditions governing the User’s utilization of the Services, which encompass the artificial intelligence technologies and all other software-enabled solutions owned and provided by the Company, and to set forth the respective rights and obligations of the Parties.

3. RIGHTS AND OBLIGATIONS OF THE USER

- 3.1** In order to acquire membership status, the User must read and approve this Agreement available on the Website.
- 3.2** The User represents, warrants, and undertakes that the information provided during the membership registration process is accurate and truthful under the law, and agrees to indemnify the Company against any and all damages that may arise due to the inaccuracy of such information.

- 3.3** The User shall not disclose or share the password associated with the membership account created on the Company Website, which belongs exclusively to the User, with any other persons or organizations. The password is for the sole use of the User, and therefore, all liability arising from its use shall rest entirely with the User. The Company reserves the right to claim compensation and exercise all rights of action against any claims and demands that may be asserted against the Company by third parties or competent authorities.
- 3.4** The User acknowledges, represents, and undertakes in advance to act in compliance with all applicable laws and regulations and not to violate any legal provisions while utilizing the Services of the Company. Otherwise, any and all legal, penal, and other obligations that may arise shall be the sole and exclusive responsibility of the User.
- 3.5** The User shall not use the Company Website in any manner that is contrary to public order and/or morality, disturbs or harasses others, infringes upon the intellectual and copyright of others, or serves any unlawful or unauthorized purpose. The User shall not engage in any activities or actions (such as spam, viruses, etc.) that complicate or prevent the use of the Services by others. The User acknowledges, represents, and undertakes not to act in violation of the laws, the rules of the Company, or societal and moral standards; in the event of failure to comply with the aforementioned rules, all legal and penal liabilities that may arise shall be borne personally by the User.
- 3.6** The User acknowledges and agrees that any personal data, information, photographs, videos, ideas, expressions, correspondence, forms, and all other similar content uploaded and provided by the User while using the Services within the scope of the Website (“**User Content**”) shall comply with this Agreement, the Website rules announced/notified by the Company in any manner, the relevant legislative provisions, and moral rules; shall not violate the law, morality, or the rights of third parties (including but not limited to intellectual and industrial property rights, right to privacy, and personality rights); that the User shall not use the User Content for purposes outside the Website or in a manner that manipulates the Company, including publishing them outside the Website; that the User Content shall be created only for situations permitted by the Website rules announced/notified by the Company and the relevant legislative provisions, shall be compliant with the Personal Data Protection Law (KVKK) and relevant legislation, shall not contain personal data belonging to third parties, shall not constitute a crime, result in or encourage the violation of international agreements, contain advertising and/or marketing content, pornographic material, nudity, or be contrary to generally accepted societal rules or intellectual and industrial rights, or create unfair competition and/or be of a similar nature, and that the Company maintains a zero-tolerance policy for such content. The User acknowledges, represents, and undertakes that the Company has no obligation to monitor the User Content, that the User is solely responsible for the User Content, and that the User is obliged to indemnify the Company and/or third parties for any damages that may occur due to the User Content.
- 3.7** While using the Services and/or the Website, the User shall not engage in any actions or activities that prevent or restrict the use thereof by other users or third parties. The User shall not use malicious software, code, or similar elements, nor engage in any actions or activities intended for such purposes. The User acknowledges, represents,

and undertakes that in the event of a breach of this obligation, the User shall indemnify the Company for any damages incurred by the Company or third parties.

- 3.8** The User agrees not to access or use the software and data of other internet users without authorization. Otherwise, any legal and penal liabilities arising therefrom shall belong entirely to the User.
- 3.9** Measures have been taken within available means to ensure that the Company Website is free from viruses and similar malicious software. The User accepts and declares in advance that the Company shall not be held liable for any damages the User may suffer due to malicious software, viruses, or other elements exposed during the use of the Website—unless such malicious software, viruses, or elements are transmitted by the Company through intent and/or gross negligence—and that the User shall not make any claims against the Company for this reason, and shall ensure the security of their own system through virus and malicious software protection systems to be procured by the User.
- 3.10** The services provided to the User by the Company do not transfer or eliminate the employer's physical supervision, inspection, and risk prevention obligations under the Occupational Health and Safety (OHS) Law No. 6331. The User is obligated to subject the risk scores, detections, and reports obtained from the system in the services to **expert human review (Human-in-the-loop)**. The Company cannot be held liable for decisions made or direct/indirect damages that may occur by directly relying on the system.
- 3.11** Membership cancellation can be performed by the User at any time via the "Profile Settings" section on the Website. However, unless the membership is cancelled by the User, the membership shall continue indefinitely.

4. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 4.1** Without implying any obligation on the part of the Company to monitor User Content, the Company reserves the right to monitor User Content and investigate violations pertaining thereto, either on its own initiative or upon receiving a complaint/notification. The Company may, at its sole discretion, refuse to publish, delete, or block access to/viewing of User Content that it deems to be in violation of the Agreement, the law, or societal rules. In such an event, the Company shall further possess the right and authority to partially or completely restrict, block, suspend, or terminate the User's membership, without prejudice to any rights to claim, litigate, and pursue legal action.
- 4.2** The Company has taken the best available measures to ensure that the content, materials, visuals, and similar elements available for access, use, viewing, previewing, downloading, or sharing on the Website are free from viruses, malicious software, and similar harmful elements. Nevertheless, it makes no warranty or undertaking that the Website is completely free of any and all malicious and harmful software, programs, and the like. The Company shall in no way be held liable for any damages that the User and/or third parties may incur in this context.

- 4.3** The ideas and opinions declared, written, and used by the Users on the Website are entirely the personal views of the Users and are binding solely upon the author of such views. These views and opinions have no relation or connection whatsoever with the Company. The Company shall bear no liability for any damages that third parties may suffer due to the ideas and opinions declared by the User, nor for any damages the User may suffer due to the ideas and opinions declared by third parties.
- 4.4** The User who violates one or more of the provisions set forth in this Agreement shall be personally liable, both legally and penally, for such violation, and represents, acknowledges, and undertakes in advance that the Company shall in no way be held liable for the legal and penal consequences of such violations. The User's liability is strict and may be claimed upon the mere occurrence of the breach of obligation, regardless of fault. Furthermore, in the event that the matter is referred to legal authorities due to the violation, the Company reserves the right to claim compensation against the User for non-compliance with this Agreement.
- 4.5** In the event of any claim and/or demand asserted against the Company by third parties, competent authorities, or any natural or legal person, including but not limited to the foregoing, due to the User's violation of any or several of the obligations defined in the Agreement, the Company reserves the right of recourse for the damages it has suffered due to such violation, claims, and/or demands.
- 4.6** The Company reserves the right to unilaterally delete or suspend the User's membership without seeking the User's consent or approval, where it deems necessary. The User acknowledges this right of the Company in advance. Should such an event occur, no liability shall arise on the part of the Company.
- 4.7** The User acknowledges in advance that certain information, such as the name and Internet Protocol (IP) address of the internet service provider used to access the site, the date and time of access to the site, the pages accessed while on the site, and the internet address of the website that enables direct connection to the site, may be collected by the Company for the purpose of improving and developing the Website and/or within the framework of legal legislation.
- 4.8** The Company reserves the right to change the content of the Website at any time, to modify or terminate any service provided to the Users, or to delete User information and data registered on the Company website.
- 4.9** The Company may, at any time, change, update, or cancel the terms and conditions of the Agreement without any need for prior notice and/or warning in any manner or form whatsoever. Every amended, updated, or repealed provision shall become effective for all members on its date of publication.

5. FORCE MAJEURE

Any and all natural disasters such as earthquakes, floods, inundations, and fires, as well as wars, civil wars, riots, and similar circumstances that may occur beyond the Company's control, which cannot be foreseen, prevented, or eliminated by the Company, are defined as force majeure events under this Agreement. The Company shall not be held liable for failure to duly

perform any of its contractual obligations due to a force majeure event. Such circumstances shall not be deemed a breach of this Agreement or other agreements.

6. INTELLECTUAL PROPERTY

6.1 All elements of the platforms, stations, and tools used by the Company in providing the Services, including but not limited to their design, text, images, HTML code, and other codes, belong exclusively to the Company, or the Company holds legal and/or contractual rights over them. The User may utilize the Services, the Company's proprietary information, and the Company's copyrighted works enumerated above solely and exclusively in connection with and limited to the utilization of the Services. Except for the cases stated herein, the User shall not use the Services, the Company's proprietary information, and the Company's copyrighted works enumerated above for commercial or any other purposes.

6.2 The User shall not use, modify, reproduce, distribute, or create derivative works from the Company's copyrighted works enumerated above without the prior written consent of the Company. All rights of the Company regarding its Services, proprietary information, copyrighted works, trademarks, trade dress, or all its assets, real and personal rights, commercial information, and know-how, including all kinds of material and intellectual property rights it owns pertaining to the presentation or promotion of the Services and/or related in any way to the Services, are strictly reserved.

6.3 The User shall not decipher, copy, disassemble, or Reverse Engineer the source codes of the software used in all services provided by the Company. The User shall not engage in any operations utilizing the analytical outputs, algorithmic decisions, or data structure generated by the system for the purpose of training a competing/similar artificial intelligence model or developing another OHS (Occupational Health and Safety) software (e.g., model extraction, data scraping, etc.). Violation of this rule is subject to severe legal and penal sanctions.

6.4 The User acknowledges, represents, and undertakes that in the event of their acting in breach of the provisions of this Article, the Company shall resort to all kinds of contractual and legal remedies against them.

7. RIGHT OF TERMINATION AND TERMINATION OF THE AGREEMENT

7.1 Users reserve the right to terminate their membership and the Agreement at their sole discretion, subject to prior written notice, without showing any cause and without incurring any liability for damages and/or losses, thereby discontinuing the receipt of Services.

7.2 The Company reserves the right, at its sole discretion, to terminate any User's membership with the Company and the Agreement at any time, without showing any cause and without incurring any liability for damages and/or losses, thereby discontinuing the provision of Services to said User. Furthermore, in the event it is determined that any User has acted in breach of the Agreement, all rights of the Company arising from the applicable legislation are strictly reserved.

7.3 In the event of the expiration and/or termination of the Agreement, the User's liability regarding the uses performed by the User during the term of the Agreement shall survive.

8. CONFIDENTIALITY UNDERTAKING AND NOTICES

8.1 The Parties acknowledge that all data pertaining to the other Party which they may become privy to pursuant to the Agreement—including but not limited to all kinds of commercial, financial, legal, and operational data, business plans, marketing strategies, customer and supplier information, system and test results, and process methodologies provided by the Parties to each other in written, printed, electronic, visual, auditory, or oral form—is confidential. The Parties acknowledge, represent, and undertake that such information shall not be disclosed to third parties by the respective Parties or their employees during and after the term of the Agreement.

8.2 The User acknowledges, represents, and undertakes that they have read and understood this Confidentiality Undertaking (**the Company Privacy Policy**) and that they have no questions regarding it, nor any additional objections thereto.

8.3 The Company Privacy Policy shall remain in full force and effect even if this Agreement expires or is terminated.

8.4 The Parties acknowledge, represent, and undertake that in the event of a breach of the Confidentiality Undertaking, the breaching Party shall compensate the other Party for any and all damages incurred, under whatever name.

9. ASSIGNMENT AND TRANSFER

9.1 The Company reserves the right to assign and transfer its rights and obligations under this Agreement, in whole or in part, to any person or organization of its choosing without seeking the User's consent.

9.2 The User shall not assign or transfer their rights and obligations under the Agreement, in whole or in part, without the prior written consent of the Company. The User is the sole user of the Website and shall not permit any third party to use their account, log into their account on a third party's device, or assign or otherwise transfer their user account to any other person or entity for the purpose of accessing and using the Services.

10. PROTECTION OF PERSONAL DATA

10.1 The Company acknowledges, represents, and undertakes that it shall protect the Personal Data it becomes privy to within the scope of the Agreement in accordance with all rules and obligations introduced by the Personal Data Protection Law No. 6698, the European Union General Data Protection Regulation (GDPR), and the applicable legislation; that in this context, it shall comply with the principles and obligations regarding the protection and processing of any personal data acquired regarding the User, and shall be personally liable in the event of their violation.

10.2 In this context, except for the personal data of the users that is mandatory to be acquired, processed, or shared with third parties and/or organizations from which the Company receives services in order to provide the Services subject to the Agreement, the Company shall in no way process, use outside of their intended purposes, or transfer to

third parties the Personal Data—including but not limited to the aforementioned—without the prior explicit consent of the respective users.

10.3 The Company is obligated to take all necessary technical and administrative measures to prevent the unlawful processing of and access to the Personal Data it has legally acquired and processed within the scope of the Agreement, and to ensure the preservation of such Personal Data.

11. NON-EXCLUSIVITY

Nothing in this Agreement shall be construed to imply an exclusive relationship between the Parties. The Parties acknowledge and declare that the User has the right to procure similar services from third parties.

12. GOVERNING LAW AND JURISDICTION

Turkish Law shall apply in the interpretation of the Agreement and/or in all disputes that may arise due to the Agreement and/or between the Parties; the Ankara Courts and Execution Offices shall have exclusive jurisdiction over any and all disputes arising out of, in connection with, or resulting from the Agreement.

13. MISCELLANEOUS PROVISIONS

13.1 The Parties acknowledge, represent, and undertake that their written addresses specified in this Agreement or on the Website are their legal notification addresses, and unless a change of address is notified to the other Party in writing or via the Website within 3 (three) days, notifications sent to these addresses shall bear all legal consequences of a legally valid notification.

13.2 The failure or delay of the Parties to exercise any right or authority granted in this Agreement shall not constitute a waiver of such right or authority, nor shall the single or partial exercise of a right or authority preclude the subsequent exercise of that or any other right or authority.

13.3 Should any provision of the Agreement become invalid or unenforceable, including due to amendments in the current legislation, such circumstance shall not affect the validity of the Agreement. If any provision is unlawful, invalid, or unenforceable, the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely reflects the purpose of the invalid provision.

13.4 The Company's failure to enforce its rights and authorities under the Agreement shall not be construed as a waiver thereof and shall not prevent the Company from demanding the full, timely, and strict performance of the Agreement at a later date.

13.5 The Company undertakes to comply with regulations regarding the protection of personal data (the Personal Data Protection Law No. 6698 "KVKK", the European Union General Data Protection Regulation "GDPR", and secondary legislation); information regarding the processing of personal data is provided in Article 10.

13.6 The Company may assign or transfer the Agreement, in whole or in part, or its rights and obligations arising herefrom, to an affiliate, parent company, or subsidiary, to an acquirer of its equity, business, or assets, or to a successor entity via merger or other

commercial consolidation, in a manner that shall not diminish the assurances provided to the User herein.

13.7 All amendments, updates, and additions to this Agreement shall only be valid if made in writing and signed by the authorized representatives of both Parties with a wet signature or secure electronic signature.

All terms and conditions of this Agreement have been accepted by the User through electronic approval, and the Agreement shall enter into force upon the User's completion of the registration form and approval via the Website.

Company Name	Cwork LLC Technologies
Adres	1760 N Jog Rd #120, West Palm Beach, FL 33411, USA
E-posta	hello@cwork.ai