

MEMBERSHIP AGREEMENT

1. DEFINITIONS

In this agreement;

“Buyer” states the Members who signed up the Site and whose Membership is approved and who buys the goods over the Site which are put up for sale on the Site within the scope of the provisions of Distance Sale Agreement by Arcon;

“Content” states all kinds of visual, literary and auditory images such as all kinds of designs, logos, signs, information, files, pictures, music, numbers and others which are published on the Site or to which the access is available.

“Reliable Electronic Trade System (RET System)” states the service provided by Arcon and the related bank within the conditions that are specified on this Agreement intended for executing the “payment” related section of the sales agreement that is concluded between the Buyer and Arcon;

“Reliable Account” states the escrow account in which the payments that are made by the Member/Buyer are kept in RET System;

“Service” states the services which are provided to the Members by Arcon within the scope of this agreement and for whose content Arcon always has a right to make amendments;

“User” states the real and legal entities who accesses the Site online and who benefit from the Services that are provided within the conditions that are specified on this Agreement;

“Online Sale” states the sales of the goods that are made over the Site within the scope of the Remote Sales Agreement;

“Site” states the website formed of the shop-beauty.dior.com.tr zone name and of the sub zone names subjected to this zone name and through which the value added services which are formed in connection with this site are provided;

“Arcon Interface” states the internet pages which are used primarily for the purpose that the content formed by the Members can be seen by the Users and that Arcon database can be investigated, which are protected within the scope of the 5846 numbered Code of Intellectual and Artistic Works and which issues a commend to the computer software in order for all kinds of transactions to be carried out that can be done over the Site within the designs of whose all intellectual properties belong to Arcon;

“Arcon Membership Account” states the internet pages special to the members on which the Members can carry out the transactions that are necessary for the members benefit from the services provided on the side, can view the goods, can participate in the voting about the goods and can buy the goods put up for sale and which can be accessed through the “user name” and “password” that are only determined by the members and undertaken to be used solely by the members;

“Arcon Database” states the database in which the content that can be accessed within the site is stored, sorted out, investigated and accessed, which belongs to Arcon and which is protected as per the 5846 Numbered Code of Intellectual and Artistic Works;

“Member” states the real and legal entities who sign up the site under the conditions that are determined by Arcon and whose membership is approved also by Arcon and who benefit from the Services that are provided on the site within the conditions determined by Arcon (membership involves the Buyer also);

“Membership Information” states user name, password and and/or pass code and other information which enables the Members to access to the site;

2. THE SUBJECT AND THE SCOPE OF THE AGREEMENT

The subject of this agreement is the determination of the services that are provided on the site, of the conditions for benefitting from these services and of the rights and responsibilities of the parties. The scope of this agreement is all kinds of declarations such as warnings, writings and explanations that are made by Arcon with regard to the use within the Site, to the membership and to the services through the scope of this Agreement, this Agreement itself and its annexes. By accepting the provisions of this Agreement the Members, will also be accepting all the declarations that are made by Arcon with regard to the use within the Site, to the membership and to the services. The members accept, declare and undertake to act in compliance with all kinds of matters that are specified on the mentioned declarations.

3. THE MEMBERSHIP CONDITIONS

3.1. The membership is completed upon the completion of the membership forms that are necessary in order to be a Members of the Site by the people who want to be a Member from the related sections of the Site; the entrance of the identification information, approval of the correctness of all kinds of information requested for the membership; carrying out the registration transactions by means of paying the price in the cases which the membership is subject to a price and the approval of the registration transactions by Arcon. The people whose membership transactions are not completed cannot obtain the membership quality that is specified on this Agreement.

3.2. In order to be able to be a member of the site, it is necessary to be of full age, to be authorized to represent and bind the legal entity for the legal entity members and the membership should not be previously suspended or cancelled within the scope of this agreement by Arcon. The people who are not of full age and the legal entities whose application is made by the people not having the representation and binding authority, the people whose membership is temporarily suspended and the people whose membership is cancelled cannot benefit from the rights of membership even if their Site Member registration transactions are completed.

3.3. Arcon always can terminate this Agreement unilaterally without needing any reason and without making any notification in a way that it will immediately be effective and can cancel the membership of the Member. The termination or the cancellation of the membership in this way does not in any way impose any liability against Arcon to pay any indemnity. Arcon, in the cases deemed necessary, has the right to cancel or suspend the membership of a member even without terminating this Agreement. Including these cases but not limited to these, if Arcon reaches the conclusion that the provisions of this agreement and the rules of the Site are not followed and that any transaction carried out by the Member poses a risk at any time legally or in terms of the information security of Arcon, Site and/or the Members or damages or will be able to damage the commercial interests of Arcon, it can decide upon one of the choices among the termination of this Agreement, suspension of the Membership or the cancellation of the membership, which are specified in this article, and can apply them.

4. RIGHTS AND RESPONSIBILITIES

4.1. Rights and Responsibilities of the Member

4.1.1. The member, while carrying out the membership transactions, benefitting from the Services and while carrying out any transaction with regard to the Service, accepts that s/he will act in compliance with all the provisions existing in this Agreement, with the rules/declarations specified with regard to the Services from which the members benefit on the related sections of the site and with all the legislations in force, that s/he read, understood and approved all rules and conditions written herein.

4.1.2. The Member, within the cases which Arcon is liable to make explanations to the official authorities as per the imperative legislation provisions in force, accepts that Arcon will be authorized to explain the secret/private/commercial information belonging to the users to the official authorities in the event that these information are requested by the official authorities and that no indemnity will be demanded from himself/herself for this reason regardless of any name under. Besides, upon the Member's application to Arcon by claiming that his/her rights are violated by the third parties with regard to the materials that the Member published on the site and that s/he will go to law or in the event that it

is notified to Arcon that one of the parties wishes to go to law on the conflicts between the members, Arcon has the right to share the Member Information of the member with the opposing party.

4.1.3. The member is responsible for the protection of the Membership Information safely, for ensuring that this information is only used by him/her and for keeping them from third parties. The member, because of the mistakes and negligence on this matter, is responsible for the losses that Arcon, other members and the third parties will suffer.

4.1.4. The members declare and undertake that the information within the site provided by him/her is true and legal and that the publication of the information in question over the internet will not create any contradiction to law in accordance with the legislations in force. Arcon cannot be enjoined for investigating the correctness of the information which is directly submitted to itself by the Member or provided, amended or uploaded by itself over the Site and for assuring or undertaking that this information is reliable, true and legal. Also it cannot be held responsible for any loss that can arise on account of the fact that such information is contradictory to law, incorrect or faulty or that it is published.

4.1.5. The member, without the written consent of Arcon, cannot transfer this Agreement or his/her rights and responsibilities within the scope of this Agreement to any third party wholly or partially.

4.1.6. The Member, who benefits from the services and uses the Site, can carry out transaction over the Site for only legal purposes. The legal and criminal responsibility for all the actions and transactions that the Member carries out over the Site. The member accepts and undertakes that s/he will not reproduce, copy, distribute, process the goods, pictures, texts, visual and auditory images, video clips, files, catalogues and lists within the Site that can constitute a violation against the real or personal rights and properties Arcon, any other Member and/or third parties or will not upload the content which can result in such and which are specified herein this article and that s/he will not engage directly and/or indirectly in competition with Arcon either through these actions or through other ways. The Member, on account of the activities that s/he carried out on the Site against the law and the provisions of this agreement, becomes responsible for the losses that Arcon, other Members and the third parties can suffer from.

4.1.7. Arcon, with regard to the goods that are on the Site, allows the displaying of the goods and the use of Arcon interface for the purpose that the Member learn only the content of the related goods and the Member, except for the aforementioned purpose, cannot copy the goods wholly or in part from the database, cannot directly or indirectly publish these on the other channels cannot gather, process, apply to the related chair for the registration, produce, have produced, market and cannot share with third parties for this purpose.

4.1.8. All the responsibilities arising from the services and published content on the Site provided by the Members, including the Buyers, and the third parties belong to themselves and Arcon in any way cannot be held responsible.

4.1.9. The Member accepts declares and undertakes that the responsibility of all kinds of actions and transactions that s/he carries out over the Arcon Membership Account belong to him/her, that s/he will not make any plea and/or objection that s/he did not carry out the actions and transactions carried out and/or that s/he will not avoid fulfilling the responsibilities on the basis of this plea or objection.

4.1.10. The Member accepts, declared and undertakes not to open more than one Arcon Membership accounts by means of using a different user name. In the event that it is determined by Arcon that this rule is violated and that one or more than one Arcon Membership account is opened with a different user name in order to access to the Site by anyone whose membership is terminated, whose membership is ceased or suspended, Arcon will have the authority to cancel all Arcon Membership Accounts of that person without needing any warning and to terminate this agreement unilaterally without having any indemnity responsibility.

4.2. RIGHTS AND RESPONSIBILITIES OF Arcon

4.2.1. Arcon accepts, declares and undertakes to provide the Services mentioned herein this Agreement within the terms specified in this Agreement and within the explanations specified in Arcon Membership Account with regard to the presentation of the services in question and to establish and

operate the necessary technological infrastructure in order for the Services that are specified within the scope of this Agreement to be presented on condition that the provisions specified on the article 3 of this Agreement is reserved. The responsibility to establish the technological infrastructure specified in this article does not mean a limitless and complete service agreement. Arcon, at any time without making any notification, can cease or terminate the Services that are determined by Agreement and their technological infrastructures.

4.2.2. Arcon has the right to always change Services and Contents that are presented on the Site, to close the information and content that the Members uploaded to the system to the access of the third parties including all the Users and Buyers and to erase them. Arcon can use this right without making any notification. The members have to immediately carry out the amendments and/or corrections that Arcon requested. Arcon, when necessary, can carry out the amendments and/or corrections by itself. The legal and criminal responsibilities of the losses that can arise by reason of the fact that the amendments and/or corrections requested by Arcon are not carried out by the Members on time belong completely to the Members.

4.2.3. If a link is given by the Members or only for the reason of reference convenience by Arcon, this cannot be interpreted as the link is given by Arcon for the purpose of supporting the internet sites to which those given links are directed or cannot be acknowledged as any declaration or warranty is given by Arcon directed to the internet site in question or its content. Arcon does not accept any responsibility with regard to the sites, files and contents that are accessed in this way.

4.2.4. Arcon has the right to use the contents that are uploaded by the Members on the Site or the Member Information for the security of the Member, for executing its own responsibility and for some statistical evaluations. It can classify and store these on a database.

4.2.5. Arcon can conclude agreements with third parties for displaying the the texts, pictures and contents that are used on the Site by the Members on other sites, on search engines and on the advertisements and declarations of Arcon. The Member in this agreement precisely declares and accepts that s/he gives Arcon the authority in this regard.

4.2.6. Arcon has the right to always check the messages and contents that are against the operation of Site, law, rights of the others, terms of the agreements and to the public decency and to cancel them from access. Arcon can cancel the membership of the Member who makes the entrance of such content and message without making any notifications.

5. THE SERVICE AND THE TERMS OF USE

Arcon will provide the Service, whose scope and terms of use are determined with this Agreement, to the Members on the Site.

The purpose of the Services that are provided by Arcon is offering the goods over the Site to the Members and carrying out their advertisement, providing the communication medium for the goods to be bought by the Members and ensuring that the payments are rendered in a safe way within the scope determined by this agreement on the payment relations between the Parties.

5.1. Reliable Electronic Commerce Services

The Reliable Electronic Commerce (RET) service is the service of the presentation of the infrastructure by Arcon for the purpose of enabling the Buyer to buy the goods put up for Online Sales by using the infrastructure of the Site.

The following provisions regulates the rights and responsibilities of the Buyer using the Ret service and Arcon.

5.1.1. The rights and Responsibilities of the Buyer

5.1.1.1. The Buyer in the Ret service makes the purchase request of the good that is put up for sale on the Site by using the Site infrastructure by means of approving that s/he read and accepted the Remote Sales Agreement. The Buyer, through a purchase request submitted to Arcon in this way, declares, accepts and undertakes that s/he accepts the conditions that are specified on this Agreement and on the Remote Sales Agreement with regard to the sales of the Good put up for sale. The Buyer accepts and undertakes to buy the related good with this purchase request.

5.1.1.2. In the Ret service, if Arcon set forth a sales method with regard to the determination of the certain sales price as a result of the offers that will be given by the Buyer within the specific price range of the goods, the Buyer makes his/her offer to Arcon in order to buy the good by using the "Purchase" button. Upon the acceptance of the Buyer's offer by Arcon, the agreement is concluded between the parties. The declaration of acceptance is sent to the e-mail address of the Buyer over the system and simultaneously displayed on the Arcon Membership Account of the Buyer. Arcon has to make the declaration of acceptance or refusal by using the Arcon Membership Account. With regard to the declarations of acceptance or refusal which are made without using Arcon Membership Account, Arcon does not have any responsibility. In the event that the price of the good that is agreed by the parties is not invested into the Reliable Account by the Buyer within 3 (three) workdays following the acceptance of the offer by Arcon given by the Buyer through the method specified in this article, the agreement between the parties will be assumed as terminated by itself. In the Ret service, in the event that the Buyer carries out the payment transaction related to the good after the adding to chart transaction, the agreement is concluded between the parties.

5.1.1.3. The Buyer, with the purchase requests that s/he made over the Site by using the infrastructure belonging to the Site, is assumed to accept the sales conditions and methods that are specified by Arcon. Except for the exceptional cases, the purchase requests that are made by the Buyer cannot be withdrawn or cannot be cancelled. The exceptional case within the scope of this Agreement is defined as not investing the price of good, which is specified on the last paragraph of the article number 5.1.1.2, into the Reliable Account within time.

5.1.1.4. The Buyer, for the purchase requests that s/he made over the Site by using the infrastructure of the Site, only can carry out the discharge of the money debt by making money transfer to the Reliable Account. In the event that the discharge of the money debt is carried out through another method out of the Reliable Account, Arcon will not have any responsibility with regard to the Ret service that is specified on this Agreement.

5.2. The Supplementary Services

The Member, in addition to the aforementioned services, can benefit from the services that are declared on the Site and terms of use of which are specified on the related sections of the Site, by paying the specified price, if a price is set forth for the related service. The Members, with regard to the services which are defined by Arcon within the scope of this article and are declared on the related sections of the Site, accept and declare to comply with the responsibilities within the scope of the explanations that are made on the related section of the Site.

6. THE MEMBER PROFILE EVALUATION SYSTEM

6.1. While creating the member profile or while adding new comments to Arcon or to another Member profile, all the legal and criminal responsibility with regard to the comments that are made by the Member belongs to the Member who added the comment. Arcon will accept no legal responsibility because of the comments made and profiles created over the Site by any Member.

6.2. The Member cannot transfer the member profile which is formed for him/her to any other member under any circumstances and cannot allow its use in any way. In the event that the Member transfers the member profile which is formed for him/her to anyone else or brings it into use, the Member accepts and declares that Arcon has the right to unilaterally terminate this agreement without making any notification and to cancel the membership of the Member.

7. THE PRICING

Arcon will declare the prices and the terms of payment (if the pricing is in question) with regard to the Service, Ret Service and the Supplementary Services that are specified within the scope of this Agreement on the related sections of the Site. The amendments with regard to the service prices will be effective 3 (three) days after the amendment is declared and in the event that there is a special offer related to the price, it will be valid until the expiration date of the special offer. Unless otherwise specified on the Site, all the prices that will be received against the supplementary services on the Site will be calculated and collected in Turkish Liras (TL). The members are responsible for making the price payments in compliance with the explanations that are made herein.

8. PRIVACY POLICY

Arcon can use the information related to the Members on the Site within the scope of this Agreement and of the Privacy Policy, which is an inseparable part of this Agreement. Arcon can only use the private information belonging to the Members and can only share them with the third parties within the conditions that are specified on the Privacy Policy.

9. OTHER PROVISIONS

9.1. Intellectual Property Rights

The information that are accessed within the Site and that are provided by the Members legally and the whole elements (including but not limited to the Arcon database, Arcon interface, goods, text, image, html code and the other codes) of this site (altogether will be referred as to the works of Arcon that are subject to the copyright) belongs to Arcon and/or taken under license from a third party by Arcon. The Members does not have the right to resell, process, share, distribute and exhibit the goods, services, information and the works that are subject to the copyright of Arcon. Within the provisions of this Agreement and except for the cases that are allowed by Arcon, the Members cannot reproduce, process and distribute the goods and the works that are subject to the copyright of Arcon or cannot make or prepare the works that are derived from these. Within the provisions of this Agreement and in the cases that are not authorized by Arcon, Arcon keeps all its rights reserved directed to the goods, services, information, works that are subject to the copyright, trademarks, commercial outlook or other properties and information on the Site.

9.2. The Amendments of Agreement

Arcon can amend this Agreement at any time deemed appropriate by declaring it on the Site unilaterally and wholly at its own discretion. The amended provisions of this Agreement will be effective on the date they are declared and the rest of the provisions will remain in force and will continue to be effective in terms of their results and influences. This Agreement cannot be amended through the unilateral declaration of the Member.

9.3. Force Majeure

In all the cases that are assumed as the force majeure by the law, Arcon is not responsible by virtue of not executing or less or late executing any of the performances which it undertakes through this Agreement. This and the cases such as this will not be assumed as delay, less executing or not executing or default or no indemnity under any name will be demanded from Arcon for these cases. The term force majeure will be interpreted as the events that are inevitable, that Arcon cannot prevent despite showing the due diligence and that is out of the reasonable control of the related party including but not limited to natural disaster, rebellion, war, labor disruption, communication problems, internet and infrastructure breakdowns, restoration and renovation works related to the system and the breakdowns that can occur for this reason, power cut and adverse weather conditions.

9.4. Applicable Law and the Authority

On the execution, interpretation and on the governance of the legal relationships arising within this agreement, the Turkish Law will be applicable except for the Turkish rules of conflict of laws in the event that there is the element of foreignness. On the settlement of all kinds of contradictions that can arise from this agreement, the Courts of Istanbul and the Enforcement Offices will be the authority.

9.5. Notification

Unless otherwise precisely specified on this Agreement, all the notifications, warnings, requests, consents or approvals and other communications that are allowed or required as per this Agreement will be in electronic form and will be sent to the e-mail addresses that are specified by the parties. The specified e-mail address of the Member is the e-mail address that s/he stated during the registration to the Site.

In the event that there is a change on the e-mail address of the Member, s/he will send an e-mail to Arcon stating the new e-mail address and the date from which this new e-mail address will be valid. In the event that this change is not notified, the notification that is made to the previous e-mail address will be assumed to be submitted.

However, if any notification that will be made to the Member as per this Agreement is legally required to be made to the residential address of the Member, the address that Arcon specifies on the Site and the address that the member provided while signing up will be assumed as the legal notification address.

9.6. Enforcement

This Agreement entered into force by having been mutually accepted upon the Member's electronic approval.