

Introduction

Welcome to Gamma Assets, a platform that allows users to purchase partial ownership in real-world asset-backed NFTs and receive rewards in the form of rental income and capital appreciation. These Terms of Use ("Terms") govern your use of our platform.

These website terms of use apply to all users and visitors of our site. By using our website, you have accepted and agreed to be bound by these website terms of use, our Cookie Notice, and our Privacy Policy. If you do not agree to these terms, please refrain from using our site immediately.

User Accounts

1.1. You may need to create a user account to use our platform. Creating a user account may involve providing certain personal information and undergoing Know Your Customer (KYC) verification. Further details on KYC will be provided when applied.

1.2. From the moment an account is opened to benefit from the services offered on the platform, all the provisions and conditions in these terms and attachments shall be deemed to have been read, understood, and accepted by the user separately.

1.3. You can link your own digital wallet to our platform or use an internal wallet provided by us for transactions.

Eligibility

2.1. Users must meet the age eligibility requirements specified by the applicable laws. For example, users must be of legal age (18 years old) according to Turkish Laws to become members of the platform and must have legal capacity.

2.2. Users must provide accurate and truthful personal information during the registration process. You should be aware that you will be held responsible for any damages and accusations arising from false and untrue statements.

2.3. A natural person user is deemed to have provided accurate information based on the declaration in identity, address, and other contact information. In case of any changes in this information, the user is responsible for notifying Gamma Assets of the new identity, address, and contact information within 15 days after the change. Gamma Assets is not responsible for notifications not made within the specified period.

2.4. The user acknowledges that, under this agreement, Gamma Assets has the right to review, reevaluate, and request new documents from users at any time.

Fractional NFTs

3.1. Users can allocate shares from NFTs based on assets offered on our platform. The process of acquisition, purchase, and transfer of ownership to the company will be explained on our platform.

3.2. NFTs represent partial ownership and do not carry the legal ownership of the underlying real-world assets. Users have the right to receive rewards based on the rental income and capital appreciation of the relevant properties.

Real-World Asset Support

4.1. Real assets on the platform belong to Gamma Assets and are managed by third-party professionals.

4.2. The title deeds of each property will be uploaded to the platform after being acquired by Gamma Assets. These deeds will be issued by a notary and cannot be transferred or sold to another party.

Fees

5.1. Transactions made by users on the platform are subject to commission fees determined by Gamma Assets and continuously updated and announced on the platform. The company has the right to unilaterally determine the commission fee and, with prior notice, to make changes. Unless otherwise stated, changes will be effective from the moment they are announced on the platform.

5.2. Users, while having the right to receive rewards based on the rental income and capital appreciation of the relevant properties rather than the ownership of the real assets associated with the Token, expressly accept that in the calculation of this capital appreciation, all costs such as compulsory earthquake insurance, property tax and other taxes and fees, construction completion insurance (if necessary), and other insurance premiums, the cost of goods in case of investment with furnishings, dues, title deed transfer fees, Gamma Assets purchase and sale commission fees, maintenance and repair costs incurred if necessary, will be reflected in the token fair value, and they will not make any claims for rights in the cost and income account.

Blockchain-Based Tokens & NFTs

6.1. All activities related to NFTs on our platform are recorded on the blockchain for transparency and security.

Dispute Resolution

7.1. Disputes between users or between users and Gamma Assets will be resolved according to a dispute resolution process specified on our platform.

Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) Policy

8.1. Gamma Assets will implement an AML-CTF policy and will investigate and report any suspicious activity or fraud attempt.

Termination and Suspension

9.1. The company can freeze or cancel the accounts of users who are found to violate any of the terms and conditions in these Terms at any time. The final decision in this regard always belongs to Gamma Assets.

Applicable Law and Jurisdiction

10.1. These Terms are subject to Turkish law, and any disputes arising from these Terms will be subject to the jurisdiction of the courts and enforcement offices in Istanbul.

Updates and Changes

11.1. The company has the authority and opportunity to make unilateral changes to these Terms and attachments at any time and in the manner it deems necessary. Users will be informed about updates and changes via email or other means. Users who do not want to accept the changes are free to close their accounts. The continued use of the Platform by the user implies acceptance of the changes made.

Additional Policies

12.1. Gamma Assets may issue additional policies and guidelines for use on our platform.

NFT Security

13.1. Gamma Assets is not responsible for the loss or theft of NFTs in a customer's Private wallet. Users are responsible for protecting their private keys, wallet

identification information, and all other security measures associated with their digital wallets.

13.2. Users are encouraged to take all necessary precautions to protect their NFTs, including but not limited to using secure hardware wallets, enabling two-factor authentication, and regularly updating wallet security applications.

13.3. In case of unauthorized access or suspicion of loss of NFTs, users must immediately inform Gamma Assets and follow the security protocols specified on the platform.

13.4. Gamma Assets provides support services through the email address announced on the Platform and/or the communication and support form on the Platform. Apart from these, it does not provide support services to its users through any other method, does not ask for a password in support correspondence, and does not provide bank account or digital wallet addresses for money from users. This provision is of a declarative nature, and Gamma Assets cannot be held responsible for any damages and losses that users may suffer or are likely to suffer due to an email sent from an address other than the mentioned communication methods, a phone call, or a short message sent to the phone.

Other Provisions

14.1. The user, when becoming a member of the Platform, accepts, declares, and undertakes that he/she has read and understood all the articles of these Terms separately and has approved all its content and provisions. Users who do not accept these terms should not become members of the Platform and should not benefit from Platform services.

14.2. Tax obligations arising from the earnings users will obtain through the platform are the responsibility of the users. Users acknowledge that Gamma Assets is not responsible for any disputes arising from the non-fulfillment of these obligations.