

POS BİLİŞİM TEKNOLOJİLERİ SANAYİ VE TİCARET ANONİM ŞİRKETİ

PROTECTION OF PERSONAL DATA

WEBSITE TERMS OF USE

1. INTRODUCTION

- 1.1. The fundamental information regarding the protection of personal data transferred to **POS BİLİŞİM Teknolojileri Sanayi ve Ticaret A.Ş. ("POS BİLİŞİM" and/or "COMPANY")** is provided below. POS BİLİŞİM, to fulfill its obligation to inform as stipulated by Article 10 of the Personal Data Protection Law No. 6698 ("KVKK"), presents the following explanations to the attention of our customers and third parties using our website and/or mobile applications. POS BİLİŞİM reserves the right to update this explanatory text regarding the Protection of Personal Data at any time within the framework of changes in the applicable legislation.
- 1.2. Please read these 'website terms of use' carefully before using our website. Every real and legal person who uses and purchases from this website is deemed to have accepted the following terms.
- 1.3. The web pages on our site and/or all linked pages ('Website') belong to and are operated by POS BİLİŞİM Teknolojileri Sanayi ve Ticaret A.Ş. at the address posbilisim.com ('Company'). By using all the services offered on the site, you ('User') are deemed to be subject to the following terms, and by continuing to use the site, you declare that you have the right, authority, and legal capacity to sign a contract according to the laws to which you are subject, and that you have read, understood, and agree to be bound by the terms written in this contract.
- 1.4. This agreement imposes rights and obligations related to the site subject to the contract on the parties, and the parties declare that they will fulfill these rights and obligations completely, accurately, and in a timely manner under the conditions requested in this agreement.

2. DEFINITIONS

- 2.1. "User" refers to legal and/or real persons who, for any reason, use the website and/or receive services through the website.
- 2.2. "POS BİLİŞİM" and/or "COMPANY" refer to POS BİLİŞİM Teknolojileri Sanayi ve Ticaret A.Ş.
- 2.3. "Agreement" and/or 'Site Terms of Use' refer to this 'User Agreement.'
- 2.4. "Website" and/or "Site" refer to the website at <https://posbilisim.com>.

3. RESPONSIBILITIES

- 3.1. The company reserves the right to change prices and the products and services offered at any time.
- 3.2. The User agrees not to reverse engineer or engage in any other actions aimed at finding or obtaining the source code of the site and accepts that such an action would result in legal and criminal proceedings and that the User will be liable for any damages incurred by third parties.
- 3.3. The User agrees not to produce or share content that is contrary to general morality and etiquette, illegal, violates the rights of third parties, misleading, offensive, obscene, pornographic, infringes on personal rights, violates copyright, promotes illegal activities in their activities within the site, any part of the site, or communications. Otherwise, the User will be fully responsible for any damages, and in such cases, the site officials reserve the right to suspend or terminate such accounts and to initiate legal proceedings. The site reserves the right to share information about events or user accounts with judicial authorities if requested.

3.4. The relationships between the site's members or with third parties are the sole responsibility of the members.

4. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT POLICY

4.1. All intellectual property rights such as title, business name, trademark, patent, logo, design, information, and methods, whether registered or unregistered, on this Website belong to the site operator and owner company or the respective owner and are protected by national and international law. Visiting this site or using the services on this site does not grant any rights regarding these intellectual property rights.

4.2. The information on the site may not be reproduced, published, copied, presented, and/or transferred in any way. The entire site or a part of it may not be used on another website without permission.

4.3. POS BİLİŞİM owns the intellectual rights to all data generated by the use of the website. POS BİLİŞİM may create reports containing demographic information without disclosing user information or may use such information or reports for its purposes. These actions do not violate the provisions of POS BİLİŞİM's privacy policy.

4.4. The software used in the design of these pages and the creation of the database belongs to POS BİLİŞİM. Copying or using the software, or subjecting the software and technologies used to reverse engineering processes, is strictly prohibited.

4.5. The visual and written content presented on the website is for personal use. POS BİLİŞİM is the owner or licensee of all domain names, logos, graphics, sounds, icons, designs, texts, images, HTML code, other codes, demonstrative, written, electronic, graphic, or machine-readable technical data on the website, and these are legally protected. Unless otherwise specified, they may not be used without permission or without citing the source for commercial or personal purposes. Except for their own official and portfolio, Users are prohibited from publishing any element of this site in another medium or website.

5. CONFIDENTIAL INFORMATION

5.1. The Company will not disclose personal information transmitted by users through the site to third parties. This personal information includes any other information intended to identify the user, such as the user's name-surname, address, phone number, mobile phone, email address, and is referred to as 'Confidential Information.'

5.2. The User agrees and declares that the Company, which owns the site, is authorized to share its communication, portfolio status, and demographic information with its subsidiaries or affiliated group companies, limited to use in promotion, advertising, campaign, promotion, announcement, etc., within the scope of marketing activities. This personal information may be used to determine customer profiles within the company, to offer promotions and campaigns suitable for the customer profile, and to conduct statistical studies. These actions do not violate the provisions of POS BİLİŞİM's privacy policy.

5.3. Confidential Information may be disclosed to official authorities only if requested duly by official authorities and when disclosure to official authorities is mandatory under the applicable mandatory provisions of the legislation in force.

6. NO WARRANTY

This agreement will be valid to the maximum extent permitted by applicable law. The services provided by the Company are offered "as is" and "as available," and all express or implied warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement, are disclaimed with respect to the services or the application (including all information contained therein).

7. WEBSITE CONTENT, LIMITATION OF LIABILITY, REGISTRATION, AND SECURITY

7.1. The User is obliged to provide accurate, complete, and up-to-date registration information. Otherwise, this Agreement will be deemed to have been violated and the User's account may be closed without notice.

The User is responsible for the password and account security on the site and third-party sites. Otherwise, the Company cannot be held responsible for data loss, security breaches, or damage to hardware and devices.

7.2. To the extent permitted by applicable law:

POSBİLİSİM does not guarantee that the website will be error-free, uninterrupted, or secure, or that the use of the website or any content, search, or link on it will provide specific results.

POSBİLİSİM does not guarantee that any file downloaded from the website will be free of viruses or other contaminating or destructive features.

7.3. POSBİLİSİM is not responsible for any data loss arising from the operation of the website or the implementation of its conditions.

7.4. POSBİLİSİM takes reasonable protective measures. However, it is not responsible for any consequences that may arise from malicious individuals gaining access to User information and using it maliciously because of attacks on its computer network and the database information on this network.

8. FORCE MAJEURE

If obligations arising from the contract cannot be fulfilled due to reasons beyond the control of the parties, such as natural disasters, fires, explosions, civil wars, wars, uprisings, public movements, declarations of mobilization, strikes, lockouts, and epidemics, infrastructure and internet failures, and power outages (hereinafter collectively referred to as "Force Majeure"), the parties are not liable. During this period, the rights and obligations of the Parties arising from this Agreement are suspended.

9. INTEGRITY AND ENFORCEABILITY OF THE AGREEMENT

If any provision of this agreement becomes partially or wholly invalid, the remainder of the agreement shall remain in effect.

10. AMENDMENTS TO THE AGREEMENT

The Company may change the services offered on the site and the terms of this agreement in whole or in part at any time. Changes will take effect on the date they are published on the site. It is the User's responsibility to follow the changes. By continuing to benefit from the services offered, the User is deemed to have accepted these changes.

11. NOTICES

All notices related to this Agreement will be made through the known email address of the Company and the email address provided by the User in the membership form. The User agrees that the address specified during registration is the valid notification address, and that notifications sent to this address will be considered valid if the address changes and is not notified in writing within 5 days.

12. EVIDENCE AGREEMENT

In any disputes that may arise regarding the transactions related to this agreement, the parties' books, records, and documents, as well as computer records and fax records, will be accepted as evidence under the Code of Civil Procedure No. 6100, and the User agrees not to object to these records.

13. DISPUTE RESOLUTION

13.1. This Agreement is subject to the laws of the Republic of Türkiye.

13.2. The parties will endeavor to resolve any disputes arising from the implementation and interpretation of this agreement amicably. If the dispute cannot be resolved amicably, the parties agree that independent and impartial mediation will be sought first; otherwise, they accept and declare that the Courts and Enforcement Offices of Istanbul Anadolu Courthouse will have exclusive jurisdiction.

14. VALIDITY

This Agreement will remain in effect as long as the website is used, and no new agreement is presented by POS BİLİŞİM to the Users.

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Adres: Atatürk Mh. Ekincioğlu Sk. No:2/3-1 34758 Ataşehir / İSTANBUL

Mersis No: 0732125648600001

Phone : +90 216 573 07 67- 573 07 77

Mail : kykk@posbilisim.com.tr

Website : www.posbilisim.com.tr