

## **WEBSITE TERMS OF USE AND PRIVACY**

1. [www.peoplise.com](http://www.peoplise.com) ("Website") is a Website of Elba Hr İnsan Kaynakları Eğitim ve Danışmanlık Anonim Şirketi ("ELBA") where ELBA provides information on his products and services.

Please read the following terms. Your use of this Website and services is subject to written legal terms stated below.

### **2. General Terms of Use**

After you start using the Website, you will gain access and become entitled to use the Website, its related websites and, commercial communication, commercial electronic messages, interfaces and functions provided at or via the Website.

You will be deemed to have read and agreed to the Terms of Use and Privacy ("Website Terms") and all other conditions related with the Website and services provided through the Website ("Services") when you uses and accesses Website and/or Services. "Declaration of acceptance" received and created in any form is not required for this.

You will be deemed to have agreed terms of use by choosing the "agree and confirm" step in case of his/her express statement of acceptance is required for receiving any Service.

Do not use this Website if you think you cannot comply with Website Terms provisions or you believe that you do not meet the required confirmation/permission criteria. If you are not of legal age to form a binding contract with ELBA, or if you are legally restricted from receiving the Services, do not use the Website as your acceptance statement will not be legally valid.

There may be some additional terms and conditions for using some Services of the Website and/or accessing to such Services.

### **3. Amendments of/Tracking the Website Terms**

The Website's content and Services are continuously renewed and updated by ELBA for providing the best service to Users (*Defined as a general term for everyone, including the Members, who enters the Website*).

ELBA has the right to change the Website content, Website Terms, service/membership conditions, photos, visuals, visual designs or other similar elements or to add new/additional conditions or new/additional Services at any time and without prior notice.

In order to be informed about all necessary terms of use, the notice of new terms shall be announced on the Website and they will come into force on the day they are published. You are responsible for following and reading such terms regularly. Using the Website after such change, shall be deemed to have agreed to the changes.

### **4. Using Content and Services**

Use of the Website is subject to terms which are mentioned on the Website and statutory limitations and permissions which are stipulated on the legislations.

logo, trademark, advertising material, data file, text, information, news, opinion, recommendation, advertisement, sound, music, video, photograph, visual, software and similar content etc. on the Website may published only by ELBA. In addition, in order to benefit from some parts of the Website, membership may be required and/or Users may need to fill out the request and membership forms or submit their contact information.

ELBA does not undertake any legal liability or provide any warranty for safety or accuracy of linked websites and information, communication, commercial electronic communication transferred from other websites. User is obliged to comply with terms of use, privacy policies and other disclaimers of third party websites.

Unless otherwise approved in writing by ELBA or explicitly stipulated, there is no right of Users about to sell products or services, to advertise for commercial purposes, to make announcements, to attempt similarly and to trade by using the Web Site pages, Content.

ELBA has the right to determine Website and Content solely at its own discretion and may furnish Website, Services and Contents together with advertisement or promotion. Advertisements or promotions are not required to be directly related to the Website or Services. ELBA may change the applications and tariffs regarding the advertisements without prior notice.

Age restriction may apply to the Website, Services or content. In such event, Users are required to act in accordance with the restriction.

## **5. Responsibility for Use of Website and Content**

You take full responsibility for all of your transactions you performed during use of the Website as you agree to the Terms of Use. Regardless of its source and/or purpose, you have the right to attempt or not to attempt according to Contents which are located in the Website or any communication which will be carried out via Website. Legal consequences of this decision shall solely belong to the User. ELBA does not take any responsibility on this matter.

ELBA shall not be held responsible for any tangible, intangible, legal, financial results, damages or indirect damages including loss of profit which arise out of any kind of use of Content or Services (if there is) including illegal or incorrect use.

In case the communication between users on Website is possible, all responsibilities for such communication between users belong to parties. ELBA does not undertake or hold any liability for data safety or malicious acts before the persons who are involved in communication/connection/data traffic.

## **6. No Warranty Clause**

Website, Services and Content are provided to users as is and ELBA gives no written or verbal, special or general warranty with respect to them to the broadest extent permitted by law.

ELBA does not guarantee or undertake that the functionality, Content and Services (if there is) will be safe and flawless, defects shall be removed or the Website itself and third party web sites/links do not include any virus and harmful content.

ELBA does not represent or warrant you expressly or implicitly that, your use of the Website, Contents and Services will meet your expectations and personal requirements or will be uninterrupted and of good quality will provide its Users any business profit or benefits. ELBA will not be responsible against Users for any damages, indirect damages (like profit loss etc.) or consequential damages arising from Website, Services or Contents.

ELBA reserves the right to require payment for some or all of Services and/or Contents of the Website, to apply additional terms, to cease publishing the Website, to close the Website and to change Content, Services, visual designs or other elements located on the Website. User has read, reviewed and expressly agreed the disclaimers found in Article 5 and 6 herein before using the Website.

## **7. Links from the Website**

This Website may contain websites, services and pages (which are not owned or operated by ELBA) operated by third parties and the Website may provide access or links/information to these third-party web sites. ELBA does not give any guarantee or undertaking for content, accuracy, safety, privacy policy or constant communication of these linked websites. ELBA cannot be held responsible neither for personal information provided to third party web sites or content, services, safety and privacy policy and/or their applications of these websites nor for third party website information and links submitted by Users.

## **8. Membership**

ELBA may establish different membership categories, may change categories or may require some parts of the Website and/or the Services to be subject to membership/registration condition. Some identity and contact information may be requested during registration, fee for Website and/or Services may be charged or access may be restricted.

In case of creating membership system, user name and password are gave to User or created by User. User is responsible for protecting the member name and password, ELBA does not accept any liability due to misuse, illegal or unauthorized use of the username and password.

In case of unauthorized use, User who caused, is responsible for the damage of ELBA or or third parties. User is obliged to take the necessary measures and inform ELBA as soon as learning that the username and password are used without permission or there is an attempt to capture.

All responsibility for the transactions made through the membership account belongs to the Member.

## **9. User Information**

User is responsible for all content, identity information and contact information placed on, transmitted to or sent through this Website. In case of there is a membership model, it is accepted that the identity and contact information provided for registration is up-to-date, accurate and reliable.

Users have declared and warranted that all kind of information they transmit / send to the Website and Services is reliable, accurate, does not violate the rights of third parties, and is not illegal.

ELBA has the right to partially or completely ban access to or remove content which is uploaded/sent by Users if an application/complaint/request is received due to such content is harmful for third party or other Users or the content is determined contrary to international or local legislation. However it is not an obligation of ELBA.

## **10. Personal Data**

According to the Law No.6698 on Protection of Personal Data ("Law") any information about a natural person whose identity is specified or can be specified, is personal data ("Personal Data").

User's name, surname, e-mail address, IP information, visited Website sections, domain types, browser types, usage date and time data may be transmitted, disclosed or recorded to the Website during User's visit the Website, use or purchase the Services through the Website.

User agrees and declares that the Personal Data which he/she transmitted, disclosed, recorded was disclosed in the knowledge that this information will be accessible to ELBA and such Personal Data lost it's privacy against ELBA, under the conditions of this Website Terms.

ELBA may fully or partially process your Personal Data, in accordance with the following purposes and Article 5 of the Law, on the basis of legal reasons that *"(i) it is necessary to process the personal data of the parties to the contract, provided that it is directly related to the establishment or performance of the contract, (ii) it is necessary for compliance with a legal obligation which the controller is subject to"*.

- i. Enabling access to the Website and Services provided through/via Website, enabling use of the Website in accordance with the Website Terms,
- ii. Ensuring the security of the Website and/or Services; detection and prevention of potential security risks; prevention and, when necessary, suspension of use in case of violation of the Website Terms and/or applicable legislation,
- iii. Enabling communication within the scope of the use of the Website, provision of support services,
- iv. Following, managing, answering the requests which are delivered through the website
- v. In the event of a merger, demerger, transfer of the company in whole; execution of the results arising from this legal procedure,
- vi. Management of judicial/administrative procedures, responding to requests from public institutions and organizations, performing legal obligations in accordance with legislative regulations, settlement of legal disputes,
- vii. Responding to applications, notifications, questions and/or requests, conducting necessary internal research in the response process, keeping application records

## **11. Sensitive Personal Data**

ELBA, by no means, does not request sensitive information such as racial and ethnic information, religious, political, philosophical, view, physical or psychological information as long as it is not needed according to law. ELBA cannot be held responsible if above-mentioned information is provided, saved or disclosed to on through the Website.

*Policy On Protection, Processing, Retention and Disposal of Personal Data* which contains detailed information about Personal Data and is on the Website, in an integral part of this Website Terms.

## **12. Commercial Communication**

User agrees and permits that in case it is necessary to obtain permission/approval from him for electronic message transmission, and in other cases, without his permission/approval; ELBA may send electronic message or commercial electronic messages, and may make contact with all kinds of commercial and noncommercial electronic messages sent via electronic communication.

User acknowledges and agrees that in cases where authorization/approval is required for sending commercial electronic messages, it is not a prerequisite or obligation for using the Website or Services. The User shall have the right to revoke/cancel the consent granted at any time and to reject commercial electronic messages. Rejection requests are processed by ELBA within three working days. However; electronic messages regarding information, collection and approval of the Services will continue to be sent to the User. Rejection methods are shown in electronic messages where the sender is the ELBA.

## **13. Intellectual and Industrial Property Rights**

Intellectual and industrial property rights/copyrights of the Website solely and exclusively belong to ELBA.

Unless otherwise specified, intellectual and industrial property rights/copyrights or usage licenses of logos, trademarks, names, domain names and other elements on the Website, solely and exclusively belong to ELBA. Unless specifically stated these terms do not grant and shall not be deemed as granting any right of use, license or other rights of disposal to Users..

ELBA grants the User a personal, non-exclusive, nontransferable and alterable simple usage license for the Website Software which is limited with User's personal use to allow User benefit from the Website and Services. All the intellectual and industrial property rights which are not indicated above solely belong to ELBA and the permission provided to User does not include any special or general financial rights or license.

All or any part of the Website shall not be copied (by printing out, saving to disks, placing in another website, downloading by any other ways, etc.), reproduced, distributed (including the distribution of copies), published, lent, or amended by changing its content in any way and cannot be taken as an example for creating or re-production of a website.

If there is, intellectual rights of all third party logos, names, trademarks, other materials and the content belong to content provider/right owners. Any portion of these shall not be partially or completely copied (by printing out, saving to disks, placing in another website, downloading by other ways, etc), reproduced, distributed (including the distribution of copies), published, processed, or amended by changing its content by any ways without express permission of content providers/owners.

User agrees and undertakes not to collect any data on other member accounts (if there is) or the Website and not to access the Website database.

#### **14. Open System**

Users, know and agree that internet is not a safe environment, communication via internet is risky and all information including personal information, passwords etc. may be captured/hacked by third parties. ELBA does not give any guarantee with regards to data safety or malicious acts.

#### **15. Information Safety**

ELBA uses its best efforts to keep all Website pages safe. ELBA uses various technical and managerial applications to keep the information recorded on the Website, confidential, safe and protect data integrity.

#### **16. Utility Programs**

Utility programs may be required for the Users in order to benefit from the Website. In case benefitting from the Website, data regarding the scope and way of the usage can be recorded in Website's database. In order to benefit from the Website easily, cookies might be set on the Website therefore some information might send to User via these cookies.

#### **17. Collecting Visit Information**

The Website servers begin to collect information automatically to provide communication between visitor computer and the Website as the Website is visited. Moreover the visit numbers, visitor choices of website parts, IP addresses, domain types, browser types, date and time information and user actions may be tracked, inspected and stored. Use of Website shall be deemed that the User gives permission to ELBA for collecting, processing and storage of stated information.

#### **18. Prohibition of Intervention**

It is prohibited to violate or attempt to violate safety of the Website. Infringing party may be faced with a criminal case or penal procedures or legal claims. ELBA shall investigate any infringement claims and if there is any indication of infringement ELBA will apply to/cooperate with related legal authority. In case of such indication; Website Access of relevant User shall be terminated, (if there is) right of use/membership shall be cancelled and all User information are necessary for legal procedures shall be shared with related legal authorities.

#### **19. Breach of Term of Use and License**

ELBA reserves the right to decline, remove or delete information present on the system, to end or suspend User's access to Website and to cancel membership (if any) without prior notice in case of breach or attempt of breach of Website Terms or any other conditions. This term shall apply to breaches or attempts of breach by the User. If ELBA fails to enforce or execute any of its rights or the measures stated in these terms, this shall not be considered or deemed as a waiver of ELBA's rights arising from these Website Terms and law or accept the breach of User.

#### **20. Prohibited Acts**

User agrees and undertakes not to run and use software which sends numerous messages to Website servers in a specific time period which is above a real person's capacity.

#### **21. Termination**

ELBA may cease or suspend publishing the Website if (i) User breaches terms or policies stated here or specified by ELBA, (ii) User is unable to use Website because of legal restrictions, (iii) ELBA's commercial relation with service and content providers of Services (which User benefits) ends or Services are ceased for any reason (iv) in accordance with applicable legislation or the decisions of Administrative Regulatory Institutions (v) access to Website is blocked in accordance with legislation or force majeure or (vi) for any reason at ELBA's discretion. In such case, User has no right to make any request from ELBA.

#### **22. Records**

In the event of a dispute arising from use of the Website, all electronic records of ELBA including but not limited to communication logs, computer records, ELBA's commercial books and records, e-mails, SMS's and fax notices sent to the User by ELBA shall be deemed as conclusive and exclusive evidence

#### **23. Notification Agreement**

E-mails, short messages (SMS), fax notifications or similar electronic notifications which are made by ELBA to the contact information provided, shared by Users to the Website shall raise the same legal consequences with a valid notification

#### **24. Applicable Law**

Disputes arising from use of the Website shall be governed by laws of Turkish Republic. Users who are reside and/or access to the Website out of Turkish Republic agree that in case of any dispute regarding use of the Website Turkish Law shall apply and that they waive their rights arising from regulations of other countries which may be applicable

#### **25. Jurisdiction**

Istanbul Central (Çağlayan) Courts and Execution Offices shall have exclusive jurisdiction in any dispute arising out of or in connection with this Agreement and/or use of the Website.

#### **26. Information and Contact**

You can contact us for your questions regarding Website's ([www.peoplise.com](http://www.peoplise.com)) Website Terms by writing to [info@peoplise.com](mailto:info@peoplise.com) .