



## GB GMOPLUS GLOBAL TRAINING AND CONSULTING SERVICES AGREEMENT

**Effective Date:** 2025

**Version:** v1.0 – English

### **Parties:**

- **GMOPLUS Teknoloji A.Ş.** (a legal entity governed by the laws of the Republic of Türkiye),
  - **GMOPLUS GmbH** (a legal entity governed by the laws of the Federal Republic of Germany),
  - and the **Participant / Consultant / Service Provider / Corporate Client** who accepts this Agreement electronically (hereinafter referred to as the “Party”).
- 

## **1. PURPOSE AND SCOPE**

The purpose of this Agreement is to establish the rights, obligations, and terms governing the use of **training, consulting, certification, mentoring, and professional knowledge-sharing services** offered through the **GMOPLUS Global Platform**.

This Agreement covers:

- Online training and e-learning programs,
  - Professional and corporate consulting services,
  - Mentoring and expert guidance,
  - Certification and qualification programs,
  - Professional consultant profiles who offer or provide services via GMOPLUS.
- 

## **2. DEFINITIONS**

- **GMOPLUS:** collectively refers to GMOPLUS Teknoloji A.Ş. and GMOPLUS GmbH.
  - **Consultant:** an approved expert, instructor, or professional registered on GMOPLUS Global.
  - **Participant:** any individual or organization benefiting from GMOPLUS training or consulting services.
  - **Platform:** the digital service infrastructure operated under the domain [global.gmoplus.com](https://global.gmoplus.com).
  - **Training / Consulting Service:** the transfer of professional knowledge, expertise, or skills conducted online, hybrid, or live through GMOPLUS.
- 

## **3. SCOPE OF SERVICES**

GMOPLUS Global provides the following services:

- Online training sessions, webinars, and live educational programs by certified experts,
- Corporate consulting, business transformation, and trade advisory programs,

- Certification programs and competency verification services,
- A marketplace system where users can offer or purchase professional services,
- Secure management of educational materials, videos, documents, and user data.

GMOPLUS acts solely as a **platform provider** and is not directly responsible for the accuracy or content of consultant-delivered materials.

---

## 4. OBLIGATIONS OF THE PARTIES

### 4.1. Obligations of GMOPLUS

GMOPLUS shall:

- Ensure the uninterrupted and secure operation of the platform,
- Protect intellectual property rights related to educational materials,
- Safeguard user data in accordance with the GMOPLUS Privacy Policy,
- Facilitate communication between consultants and participants through digital systems.

### 4.2. Obligations of the Consultant

The Consultant shall:

- Provide original, accurate, and up-to-date content,
- Deliver services in accordance with GMOPLUS quality and ethical standards,
- Maintain professional and impartial conduct towards participants,
- Refrain from offering off-platform services without written consent from GMOPLUS.

### 4.3. Obligations of the Participant

The Participant shall:

- Use the purchased training or consulting services solely for personal or internal corporate purposes,
- Not share, reproduce, or commercially distribute content without authorization,
- Complete payments and bookings as per the platform's policies and deadlines.

---

## 5. FEES AND PAYMENT TERMS

- All training and consulting services provided on the platform are paid services.
- Fees vary depending on the service type and the consultant's rate.
- Payments shall be made via the **secure GMOPLUS Global payment system**.
- GMOPLUS may charge a **service fee or commission** from each transaction.
- Cancellations or refund requests must comply with GMOPLUS's cancellation policy and be made prior to service commencement.

---

## 6. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- All materials, videos, documents, software, and digital content on the GMOPLUS platform are protected under intellectual property laws.
  - Participants and consultants may not copy, distribute, or reproduce materials without prior written approval from GMOPLUS.
  - GMOPLUS reserves the right to take legal action in case of any violation or unauthorized use.
- 

## 7. CONFIDENTIALITY AND DATA PROTECTION

- GMOPLUS processes personal and commercial data solely for the execution of services.
  - All data processing is conducted in accordance with **KVKK (Türkiye)** and **GDPR (European Union)** regulations.
  - Both parties are prohibited from disclosing confidential information to third parties without written consent.
- 

## 8. TERM AND TERMINATION

- This Agreement takes effect upon electronic acceptance by the parties.
  - Either party may terminate the Agreement with **15 days' written notice**.
  - GMOPLUS may terminate the Agreement immediately in the event of:
    - a) Violation of intellectual property rights,
    - b) Unethical or unprofessional conduct,
    - c) Breach of confidentiality obligations,
    - d) Misuse or abuse of the platform.
- 

## 9. DISPUTE RESOLUTION AND JURISDICTION

In the event of a dispute, the parties shall first attempt to reach an amicable settlement.  
If settlement is not achieved:

- For users based in **Türkiye**, the **Courts and Enforcement Offices of Ankara** shall have jurisdiction,
  - For users based in **Germany and other countries**, the **Regional Court of Munich (Landgericht München)** shall have jurisdiction.
- 

## 10. EFFECTIVENESS AND CONFIRMATION

This Agreement becomes effective upon electronic acceptance by the parties.

Upon acceptance, a **digitally signed PDF copy** shall be automatically generated and sent to both parties via email.

This Agreement constitutes an **integral part of the GMOPLUS Global General Terms of Use**.