



## GB GMOPLUS GLOBAL TRAINING AND CERTIFICATION 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 / Trainer / Institution / Partner**, who electronically accepts this Agreement (hereinafter referred to as the “Party”).
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## 1. PURPOSE AND SCOPE

This Agreement defines the terms and conditions governing the use of **training, consultancy, and certification services** offered through the **GMOPLUS Global Platform**.

The Agreement covers:

- The creation and publication of educational content,
  - Registration, participation, and certification procedures for participants,
  - Authorization of trainers and educational institutions,
  - Protection of digital certificates, documents, and training materials.
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## 2. DEFINITIONS

- **GMOPLUS Global Training Platform:** The digital infrastructure operated by GMOPLUS for education, certification, and professional development.
  - **Participant:** A natural person who registers for a GMOPLUS Global training or certification program.
  - **Trainer / Institution:** An individual or organization authorized by GMOPLUS to conduct training or certification programs.
  - **Certificate:** A digital document issued by GMOPLUS confirming successful completion of a training program.
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## 3. SCOPE OF SERVICES

GMOPLUS provides the following training services:

- Online and in-person training programs,
- Certified professional and skill development courses,
- Technical trainings related to GMOPLUS systems, APIs, software, and digital commerce infrastructure,
- Educational programs for business partners in trade, logistics, and international business.

GMOPLUS reserves the right to modify the content, duration, or delivery method of any program with prior notice.

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## **4. OBLIGATIONS OF THE PARTIES**

### **4.1. Obligations of GMOPLUS**

GMOPLUS agrees to:

- Organize, announce, and manage training sessions digitally or physically,
- Define certification criteria and evaluation standards,
- Maintain participant records securely,
- Provide technical support and ensure system accessibility for participants and trainers.

### **4.2. Obligations of the Participant / Trainer**

The Participant or Trainer agrees to:

- Provide accurate and complete information during registration,
  - Use training content solely for personal or professional development,
  - Not reproduce, distribute, or share training materials without permission,
  - Use the GMOPLUS system in accordance with its intended purpose and policies,
  - For Trainers: adhere to GMOPLUS's ethical guidelines and ensure the accuracy of shared information.
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## **5. FEES AND PAYMENT TERMS**

- Training and certification fees are specified in the respective course announcements.
  - Access to paid courses becomes active only after payment confirmation.
  - In programs co-organized with external trainers or institutions, revenue sharing is automatically calculated via the GMOPLUS system.
  - In the event of cancellation or postponement, GMOPLUS may issue refunds or credits according to its internal policy.
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## **6. INTELLECTUAL PROPERTY RIGHTS**

- All educational materials, videos, presentations, and content are the intellectual property of GMOPLUS or authorized trainers.
  - Participants are prohibited from reproducing, distributing, or commercially exploiting the materials.
  - The GMOPLUS brand and logo may only be used in officially approved training materials.
  - GMOPLUS reserves the right to suspend a trainer's account in the event of unauthorized use or copyright violation.
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## **7. DATA PROTECTION AND CONFIDENTIALITY**

- Participant data is used exclusively for managing training and certification processes.

- GMOPLUS processes and stores all personal data in compliance with **KVKK (Türkiye)** and **GDPR (EU)** regulations.
  - Both Parties shall keep all confidential and proprietary information strictly private and not share it with third parties.
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## 8. CERTIFICATION TERMS

- Certificates are awarded only to participants who successfully complete the course and meet all assessment requirements.
  - Digital certificates contain a unique verification code (QR) and can be validated via the GMOPLUS system.
  - Certificates are personal, non-transferable, and may not be reproduced.
  - GMOPLUS reserves the right to revoke or invalidate certificates in case of fraud or misuse.
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## 9. TERMINATION OF THE AGREEMENT

GMOPLUS may terminate this Agreement unilaterally in the following cases:

- a) Participant provides false information or violates platform policies,
- b) Trainer engages in unethical behavior or provides misleading information,
- c) Failure to meet payment obligations,
- d) Violation of intellectual property rights or misuse of materials.

Upon termination, access to the GMOPLUS platform and related certificates shall be deactivated.

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## 10. DISPUTE RESOLUTION AND JURISDICTION

In case of a dispute, the Parties shall first seek an amicable resolution.

If no resolution is reached:

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

This Agreement becomes effective upon electronic acceptance by both Parties.

Upon confirmation, 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**.