



## GB GMOPLUS GLOBAL – GENERAL TERMS OF USE

**Effective Date:** 2025

**Version:** v1.0 – English

### Contracting Parties:

- **For Türkiye:** GMOPLUS Teknoloji A.Ş.
  - **For Germany and other countries:** GMOPLUS GmbH
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## 1. DEFINITIONS AND SCOPE

These **GMOPLUS Global General Terms of Use** (“Agreement”) are concluded between the GMOPLUS platform operated under the domain **global.gmoplus.com** (“GMOPLUS”) and registered users (“Member,” “User,” or “Company”).

This Agreement applies exclusively to **B2B (Business-to-Business)** users.

Users may offer or access products, services, training, investment opportunities, or consultancy through the platform.

By completing the registration, the user declares that they have **read, understood, and accepted** all the provisions of this Agreement.

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## 2. PARTIES AND LEGAL REPRESENTATION

GMOPLUS operates as follows:

- in **Türkiye** under the name **GMOPLUS Teknoloji A.Ş.**,
- in **Germany and other countries** under the name **GMOPLUS GmbH**.

The competent legal entity is automatically determined according to the user's country.

The user must provide accurate and up-to-date country information during registration.

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## 3. ACCOUNT TYPES AND PURPOSES

GMOPLUS Global offers the following account types. Specific conditions apply to each account type, as defined in **Annex 1** of this Agreement:

1. **Distributor / Dealer Account** – For companies distributing or selling branded products.
2. **Foreign Trade Company Account** – For companies engaged in import and export activities.
3. **Foreign Trade Expert Account** – For professionals providing consultancy in international trade.
4. **Logistics Company Account** – For companies offering transport and warehousing services.
5. **Independent Foreign Trade Representative Account** – For independent commercial agents or brokers.
6. **Visitor Account** – For passive users who only view information and products.
7. **Manufacturer Account** – For industrial or manufacturing companies producing their own goods.
8. **Import / Export Company Account** – For companies conducting both import and export operations.

Each user may operate only within the scope of their registered account type.

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#### **4. REGISTRATION AND VERIFICATION**

- The user is required to provide **accurate and current information** during registration.
  - GMOPLUS may, when necessary, request commercial registration documents, tax information, or proof of representation.
  - If GMOPLUS detects false or misleading information, it reserves the right to **suspend the account or terminate the Agreement**.
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#### **5. SCOPE OF SERVICES**

GMOPLUS Global provides the following services:

- **Digital trade infrastructure** (product listings, orders, reservations, offers),
- **International business networking,**
- **Training and investment modules,**
- **Digitalization of logistics and customs processes,**
- **Management of consultancy offers and commissions.**

GMOPLUS reserves the right to **expand or modify** the scope of its services at any time.

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#### **6. USER OBLIGATIONS**

The user agrees to:

- use the platform **solely for lawful and commercial purposes**,
- refrain from harming the reputation of other companies,
- not post misleading information, false advertisements, or forged documents,
- avoid actions that could harm or disrupt the GMOPLUS infrastructure.

In disputes between users, GMOPLUS acts **only as a technical platform provider** and is not a contractual party.

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#### **7. COMMERCIAL RELATIONSHIPS AND LIMITATION OF LIABILITY**

GMOPLUS is not liable for disputes, delivery delays, price discrepancies, or product/service defects between users. The liability of GMOPLUS is strictly limited to the **provision of platform services**.

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#### **8. DATA PROTECTION AND CONFIDENTIALITY**

- GMOPLUS processes personal data **solely** for the purpose of providing platform services.
  - All data is protected in accordance with applicable data protection laws (**KVKK** in Türkiye and **GDPR** in the EU).
  - Both parties shall not disclose any confidential information to third parties.
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#### **9. INTELLECTUAL PROPERTY**

The GMOPLUS logo, platform design, source code, and all trademark rights are the **exclusive property** of GMOPLUS. Users may not copy, sell, or redistribute any part of the platform.

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#### **10. TERM AND TERMINATION**

- This Agreement enters into force upon the user's registration.
  - GМОPLUS may terminate the Agreement or suspend an account in case of a violation of these Terms.
  - The user may unilaterally terminate the Agreement by closing their account.
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## 11. DISPUTE RESOLUTION AND JURISDICTION

In the event of disputes arising from or related to this Agreement, the parties shall first seek an **amicable settlement**. The parties recognize **electronic correspondence (email)** and data stored on the GМОPLUS platform as **binding evidence**.

In case of dispute:

- For users located in **Türkiye**, the competent courts and enforcement offices are in **Ankara**,
  - For users located in **Germany and other countries**, the competent court is the **Regional Court of Munich (Landgericht München)** in Munich, Germany.
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## 12. FINAL PROVISIONS

- Each user accepts these Terms electronically upon registration.
  - After acceptance, the system automatically generates a **PDF version** of the Agreement and sends it to the registered email address.
  - In the event of discrepancies between language versions, the **English version shall prevail**.
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## ANNEXES

- **Annex 1:** Special provisions by account type (dealer, logistics, manufacturer, etc.)
- **Annex 2:** Privacy Policy
- **Annex 3:** Electronic Signature Procedure