GB GMOPLUS GLOBAL DIGITAL SIGNATURE AND ELECTRONIC CONSENT PROTOCOL

Effective Date: 2025
Version: v1.0 – English

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1. PARTIES

This Protocol is entered into between:

- **GMOPLUS Teknoloji A.Ş.**, a company established under the laws of the Republic of Türkiye,

- **GMOPLUS GmbH**, a company established under the laws of the Federal Republic of Germany,

- and the **registered user** of the **GMOPLUS Global Platform (global.gmoplus.com)**, hereinafter referred to as the "User."

By providing electronic approval, the parties confirm that they have read and accepted the terms of this Protocol.

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2. PURPOSE OF THE PROTOCOL

The purpose of this Protocol is to establish the legal validity, authentication, and storage principles of all documents and transactions signed or approved electronically within the **GMOPLUS Global ecosystem**.

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3. DEFINITIONS

- **Digital Signature:** An electronic signature that verifies identity and holds the same legal validity as a handwritten signature.

- **Electronic Consent:** The User's explicit approval given through the platform via click, checkbox, or confirmation button.

- **Platform:** The GMOPLUS Global system operating under the domain *global.gmoplus.com*.

- **User:** Any individual or legal entity registered and operating within the GMOPLUS Global platform.

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4. SCOPE OF APPLICATION

This Protocol applies to all digital processes within the GMOPLUS Global system, including but not limited to:

- Account registration and membership agreements,

- Service and sales contracts,

- Training, consultancy, certification, and trade-related agreements,

- Electronic forms, confirmations, offers, and reservations,

- Updates and declarations related to user or company profiles.

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5. LEGAL VALIDITY OF DIGITAL SIGNATURES AND ELECTRONIC CONSENTS

1. The User acknowledges that all electronic consents given through the platform are considered **digital signatures**.

2. Digital signatures are legally equivalent to handwritten signatures under **Law No. 5070 on Electronic Signatures (Türkiye)** and the **EU eIDAS Regulation**.

3. All contracts, approvals, and PDF documents created through GMOPLUS are securely stored and may be used as **legally binding evidence**.

4. The User is solely responsible for all electronic approvals made through their account.

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6. OBLIGATIONS OF GMOPLUS

GMOPLUS undertakes to:

- Provide and maintain a secure infrastructure for digital signatures and electronic consents,

- Store electronic documents for a minimum of **10 years**,

- Record transaction details including IP address, timestamp, device ID, and user identity,

- Apply **QR code or hash-based verification** for all digitally signed documents.

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7. OBLIGATIONS OF THE USER

The User agrees to:

- Protect their account information and login credentials,

- Be fully responsible for all actions performed through their account,

- Not hold GMOPLUS liable for unauthorized access or misuse,

- Avoid submitting any false or misleading declarations during the signing process.

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8. STORAGE AND ACCESS TO ELECTRONIC DOCUMENTS

- All electronic documents are securely encrypted and stored on GMOPLUS servers.

- The User has the right to access **PDF copies** of their electronically signed documents through their account panel.

- The legal validity of documents is preserved through system records (timestamp, IP, user ID, digital hash).

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9. EVIDENTIAL VALUE AND LEGAL EFFECT

- All electronically created and approved documents are considered **conclusive evidence** under the applicable procedural laws.

- The parties agree that GMOPLUS's electronic records constitute **binding and admissible evidence** in legal proceedings.

- GMOPLUS-generated digital logs and signature hashes have full evidentiary value.

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10. CONFIDENTIALITY AND DATA PROTECTION

- GMOPLUS treats all data obtained through digital signature processes as confidential.

- All data processing is carried out in compliance with **KVKK (Türkiye)** and **GDPR (European Union)** regulations.

- User data is processed solely for verification, archiving, and legal compliance purposes.

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11. LIABILITY AND FORCE MAJEURE

- GMOPLUS shall not be held liable for technical failures or data losses resulting from force majeure events (natural disasters, cyberattacks, wars, etc.).

- The User bears full responsibility for any misuse or intentional violation of system rules.

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12. DISPUTE RESOLUTION AND JURISDICTION

In the event of a dispute, the parties shall first attempt to resolve the matter amicably.
If no agreement is reached:

- For Users located in **Türkiye**, the **Courts and Enforcement Offices of Ankara** shall have jurisdiction,

- For Users located in **Germany or other countries**, the **Regional Court of Munich (Landgericht München)** shall have jurisdiction.

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13. EFFECTIVENESS AND ELECTRONIC APPROVAL

This Protocol enters into force upon **electronic approval** by the User.
Once approved, the system automatically generates a **digitally signed PDF copy** and delivers it to both parties.
This Protocol forms an **integral part of the GMOPLUS Global General Terms of Use.**