



GB GMOPLUS GLOBAL API INTEGRATION AND DATA USAGE 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 **Partner / Institution / Developer / User** who electronically accepts this Agreement (hereinafter referred to as the “Party”).

1. PURPOSE AND SCOPE

This Agreement defines the terms, conditions, rights, and obligations related to the use, access, and integration of the **GMOPLUS Global API (Application Programming Interface)** and the processing of data exchanged through it.

Under this Agreement, GMOPLUS provides authorized developers and partners with:

- Secure access to GMOPLUS platform data,
- API endpoints related to business profiles, orders, certificates, badges, reservations, and user processes,
- An authentication and data synchronization infrastructure for verified integration.

2. DEFINITIONS

- **API (Application Programming Interface):** The technical interface developed by GMOPLUS that allows third-party systems to access GMOPLUS data and services.
- **Data:** All information, documents, content, and records transmitted, retrieved, or stored through the API.
- **Developer:** Any individual or legal entity using the GMOPLUS API.
- **API Key:** A unique access code assigned by GMOPLUS to an authorized developer for API usage.
- **Integration:** The technical process that enables the GMOPLUS system to communicate and operate with external platforms through the API.

3. API USAGE CONDITIONS

- Access to the API is granted only to developers or partners authorized by GMOPLUS.
- The API may be used solely within the limits of granted permissions.
- The API Key may not be shared, sold, or transferred to third parties without written consent from GMOPLUS.
- GMOPLUS reserves the right to suspend access immediately in cases of abuse (excessive calls, unauthorized actions, or security breaches).

- Data retrieved through the API may be used **only for purposes explicitly stated in this Agreement.**
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4. OBLIGATIONS OF THE PARTIES

4.1. Obligations of GMOPLUS

GMOPLUS shall:

- Maintain a secure, stable, and accessible API infrastructure,
- Provide necessary technical documentation and developer resources,
- Ensure data protection and authentication processes are properly maintained,
- Notify developers of any major changes or updates within a reasonable time.

4.2. Obligations of the Developer / Partner

The Developer or Partner shall:

- Use the GMOPLUS API exclusively for lawful, ethical, and authorized purposes,
 - Not share or sell any data retrieved through the API to unauthorized parties,
 - Take adequate security measures to protect the integrity of all data handled,
 - Provide GMOPLUS with usage logs and system reports upon request.
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5. DATA USE AND CONFIDENTIALITY

- All data transmitted or retrieved through the API remains the sole property of GMOPLUS.
 - The Developer may store GMOPLUS data only for approved integrations and for the duration defined by GMOPLUS.
 - Any commercial use, resale, or analysis of GMOPLUS data without explicit consent is prohibited.
 - The Developer is fully responsible for compliance with **KVKK (Türkiye)** and **GDPR (EU)** data protection laws.
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6. SECURITY AND MONITORING

- All API requests must be made using HTTPS protocol.
 - GMOPLUS reserves the right to limit or temporarily disable access to the API for security reasons.
 - GMOPLUS may perform regular audits of API integrations and related systems.
 - The Developer must immediately inform GMOPLUS in the event of any data breach, unauthorized access, or misuse of API credentials.
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7. FEES AND BILLING

- Access to certain GMOPLUS API modules may be free, while others may require payment.
- Paid API services may be charged on a **monthly, annual, or per-transaction basis.**
- GMOPLUS reserves the right to adjust prices; such changes shall be communicated to the Developer at least **15 days in advance.**

8. INTELLECTUAL PROPERTY RIGHTS

- The GMOPLUS API, source code, logos, documentation, and software components are the exclusive intellectual property of GMOPLUS.
 - Developers may not use GMOPLUS branding or trademarks without written authorization.
 - Reverse engineering, code extraction, data scraping, or any action aimed at disrupting the GMOPLUS system is strictly prohibited.
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9. TERM AND TERMINATION

- This Agreement becomes effective upon electronic acceptance by the Developer.
- Either Party may terminate the Agreement with a **15-day written notice**.
- GMOPLUS reserves the right to terminate immediately in the following cases:
 - a) API misuse or unauthorized access,
 - b) Security or privacy breaches,
 - c) Violation of intellectual property rights,
 - d) Provision of false or misleading information.

10. DISPUTE RESOLUTION AND JURISDICTION

In case of a dispute, the parties shall first attempt to reach an amicable resolution.

If no settlement is reached:

- 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.
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11. EFFECTIVENESS AND CONFIRMATION

This Agreement shall enter into force upon electronic acceptance by both parties.

Upon confirmation, a **digitally signed PDF copy** of the Agreement will be automatically generated and emailed to both parties.

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