GB GMOPLUS GLOBAL CERTIFICATION AND COMPETENCY PROGRAM 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 / Institution / Trainer / Competency Candidate**, who accepts this Agreement electronically (hereinafter referred to as the "Party").

---

1. PURPOSE AND SCOPE

This Agreement defines the terms, rights, and obligations relating to the **certification, competency evaluation, digital credential, and verification services** provided by **GMOPLUS Global**.

Under this program, GMOPLUS Global provides:

- Professional, sectoral, and technical digital certification,

- Training and assessment process supervision,

- Operation of the verification and registry system (verify.gmoplus.com),

- Management of internationally recognized digital badges and credential systems.

---

2. DEFINITIONS

- **GMOPLUS:** collectively refers to GMOPLUS Teknoloji A.Ş. and GMOPLUS GmbH.

- **Participant:** an individual or legal entity enrolled in a certification or competency program.

- **Trainer / Assessor:** an authorized professional responsible for conducting evaluations or examinations.

- **Program:** all training, evaluation, and document issuance processes under the GMOPLUS Global Certification and Competency framework.

- **Digital Certificate:** an electronically signed certificate issued by GMOPLUS confirming the participant's achievement and competency status.

---

3. SCOPE OF SERVICES

GMOPLUS Global provides the following services:

- Online and on-site examinations and assessment sessions,

- Issuance of internationally valid digital certificates and badges,

- Training performance and progress monitoring systems,

- Verification and record management (QR code / blockchain-based verification),
- Corporate certification and partner verification programs.

GMOPLUS acts solely as a **technical certification provider** and is not responsible for the content or quality of training materials provided by third parties or trainers.

---

4. OBLIGATIONS OF THE PARTIES

4.1. Obligations of GMOPLUS

GMOPLUS shall:

- Ensure secure and transparent certification processes,
- Protect participant data and process it in compliance with the Privacy Policy,
- Guarantee the authenticity and verifiability of issued certificates,
- Maintain uninterrupted operation of the verification platform (verify.gmoplus.com).

4.2. Obligations of the Participant

The Participant shall:

- Fulfil all program requirements, exam rules, and assessment criteria,
- Provide accurate and up-to-date personal and institutional information,
- Use certificates only for personal or professional representation purposes,
- Not transfer, forge, or misuse issued certificates.

4.3. Obligations of Trainers / Assessors

Trainers or assessors shall:

- Conduct evaluations objectively, fairly, and in compliance with GMOPLUS standards,
- Keep participant data and assessment results confidential,
- Enter all relevant evaluation data accurately and in a timely manner into the GMOPLUS system.

---

5. FEES AND PAYMENT TERMS

- Certification and competency programs are subject to fees.
- Program fees are announced on the respective program pages and may vary depending on scope and content.
- Payments are processed through the **secure GMOPLUS payment infrastructure**.
- Unpaid or incomplete applications are considered invalid.
- GMOPLUS may charge a **service fee or commission** for each certification transaction.

---

6. CERTIFICATE VALIDITY AND USAGE

- All digital certificates can be verified online via the GMOPLUS verification system.
- Certificates are **non-transferable** and belong exclusively to the registered holder.

- Unless otherwise stated, certificates remain valid for **three (3) years**.
- Renewal or re-evaluation processes are defined according to the specific program policy.

7. INTELLECTUAL PROPERTY RIGHTS

- The GMOPLUS logo, certification templates, and verification technologies are the intellectual property of GMOPLUS.
- Participants or third parties are not permitted to reproduce, modify, or use these materials without written authorization.
- The structure, evaluation methods, and algorithms of the certification program are proprietary information owned by GMOPLUS.

8. CONFIDENTIALITY AND DATA PROTECTION

- GMOPLUS processes all personal data in accordance with **KVKK (Türkiye)** and **GDPR (EU)** regulations.
- Participant data is used exclusively for certification and verification purposes.
- Both parties shall not disclose any confidential information to third parties without prior written consent.

9. TERM AND TERMINATION

- This Agreement becomes effective upon electronic acceptance by the participant.
- The participant may withdraw from the program by written notice; however, **paid fees are non-refundable**.
- GMOPLUS reserves the right to immediately terminate the Agreement in cases of:
  - a) Submission of falsified or misleading information,
  - b) Violation of assessment or ethical standards,
  - c) System manipulation or security breach.

10. DISPUTE RESOLUTION AND JURISDICTION

In case of a dispute, the parties shall first seek 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.

11. EFFECTIVENESS AND CONFIRMATION

This Agreement shall become effective upon electronic confirmation by the parties.
Following acceptance, a **digitally signed PDF version** of this contract will be automatically generated and sent to both parties via email.
This Agreement constitutes an **integral part of the GMOPLUS Global General Terms of Use**.