



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”).
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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.
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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.
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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.

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.

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**.