**1. Approval of the Agreement**

Users may subscribe to the Yemeksepeti.com by filling in the user’s subscription form or from the addresswww.yemeksepeti.com through social media network subscriptions (Facebook, Twitter, Pinterest, etc.) or from over the websites covering the websites accessible from www.yemeksepeti.com. Each Yemeksepeti.com user accepts and acknowledges to comply with the terms and conditions of this User’s Agreement (“Agreement”) executed with Yemek Sepeti Elektronik Iletisim Tanitim Pazarlama Gida Sanayi ve Ticaret Anonim Sirketi (“Yemeksepeti.com”).

**2. Services**

Yemeksepeti.com enables its users to order food from its member workplaces through internet, mobile phones, smart TV systems or from applications that may be developed in similar platforms and provides other relevant services.

**3. Yemeksepeti.com User’s System**

* Each Yemeksepeti.com user owns a “user name” or an e-mail address and a “password” determined by himself/herself.
* “User name” is exclusively given to each user as is for e-mail addresses, and the same user name cannot be given to different members.
* Each user is required to enter his/her own user name or registered e-mail address and password in order to connect to the systems requiring Yemeksepeti.com membership. This process is defined as entering into the system of Yemeksepeti.com. Users may also enter into other websites included in Yemeksepeti.com’s system (such as Papyon.com) in case they wish so, with their user name or e-mail address and password used for entering into Yemeksepeti.com’s system, upon approving the relevant users agreements.
* “Password” is only within the knowledge of the relevant user. In case the password is forgotten, Yemeksepeti.com shall send a link to the registered e-mail address of the user upon request, for creating a new password. Determining and protecting the password is in the sole responsibility of the user and Yemeksepeti.com shall not be held liable for the problems or damages which may arise due to password usage.
* Yemeksepeti.com may inform its users about the promotions in their registered area or from other promotions the user may benefit from and from new services and projects included in the system of Yemeksepeti.com of through e-mail. Yemeksepeti.com may also reach its users and share different promotions, campaigns and similar information with its users via social media channels and all other kinds of channels of communication which the users have shared with the system of Yemeksepeti.com.
* The name, address and telephone number information registered in the system of Yemeksepeti.com by the user will be shared with the member workplace that will deliver the order for the purposes of faster and correct delivery of the order.
* Yemeksepeti.com shall not be liable for any kind of problems or damages which may arise between the user and the member workplace due to sharing of the name, address and telephone number information registered in the system with the member workplace delivering the order.
* Yemeksepeti.com owns all the intellectual property of the data and information created through usage of its system. With the aforesaid information, Yemeksepeti.com may prepare demographic reports without disclosing membership information of its users or it may itself use information or reports of such and may share these reports and/or statistics with its business partners and third parties with or without charge. Activities of such kind do not constitute a contradiction with the Privacy Policy provisions of Yemeksepeti.com.

**4. Obligations of the User:**

While benefitting from the services of Yemeksepeti.com, the User agrees, declares and undertakes that:

* The information shared within the user subscription form is correct and he/she shall be liable for any damages he/she or third parties might suffer due to such information being erroneous or defective (such as forgetting password) when needed and that his/her Yemeksepeti.com membership may be terminated in such cases;
* He/she shall be solely responsible for any actions performed using the “user name” or the registered e-mail address and accepted that only one e-mail address shall be registered for each user name, registered e-mail address cannot be changed, new e-mail address can only be registered in the event of new membership
* The copyrights of services and software provided by Yemeksepeti.com is under the ownership of Yemeksepeti.com and he/she shall not in any case copy or distribute them;
* He/she holds liability for any personal idea, thought, expression, documents added to Yemeksepeti.com, personal information shared with Yemeksepeti.com and Yemeksepeti.com shall not be held liable for any dispute including but not limited to those arising between the member workplace and the user, and Yemeksepeti.com has full discretion to publish or not to publish any such opinions and thoughts and holds the right to edit and correct spelling errors of such opinions and comments through its moderators;
* Services provided by Yemeksepeti.com may in some cases include content for persons over 18 and Yemeksepeti.com shall not be held liable for the viewing of this content through unduly means;
* Yemeksepeti.com shall not be liable for any information, messages or files which may be lost and/or received incomplete or delivered to the wrong address while using the services of Yemeksepeti.com;
* He/she shall not access the services provided by Yemeksepeti.com through means other than as specified by Yemeksepeti.com and/or without authorization, he/she shall not in any way change the software and shall not use those which are understood to have been changed and shall compensate the tangible and intangible loss Yemeksepeti.com might undergo due to non-compliance with the aforementioned rules;
* In accordance with the Regulation on the Procedures and Principles Regarding the Sales and Presentation of Tobacco Products and Alcoholic Beverages and the relevant legislation, selling of tobacco products and alcoholic beverages over Yemeksepeti.com is strictly forbidden and the user shall not procure tobacco products and alcoholic beverages via Yemeksepeti.com and make any such request to member workplaces and that any activities to the contrary may result in the cancellation of membership and termination of the this Agreement;
* Yemeksepeti.com shall not be held liable for damages which may arise due to user data being read or used by unauthorized persons;
* Yemeksepeti.com shall not be liable for damages which may arise due to usage, sharing or publishing of user shares by the unauthorized third persons;
* He/she shall not use a user name, picture or a nickname and shall not send a message or a comment of such that is threatening, unethical, racist, against the laws of the Republic of Turkey and international agreements, containing political messages or violating the intellectual or industrial property rights of third persons;
* User names, pictures, correspondence, subject matters and nicknames to be added to the system shall comply with public morality, customs and laws and shall not include political messages; and all financial rights including publishing rights, processing and copying, distributing, representation, communicating to public devices, enabling the transmission of signs, sounds and/or images, transfer and assignment to third parties set forth under the Law on Intellectual Property Rights numbered 5846 and dated 5.12.1951 have been transferred to Yemeksepeti.com;
* He/she shall not harass or threaten other users;
* He/she shall not act in any way that will adversely affect the usage of Yemeksepeti.com system by other users;
* He/she shall not misuse the services of Yemeksepeti.com system or of other systems and applications developed in relation to Yemeksepeti.com and shall not take any action such as to contradict or infringe the rights of other users of the system and shall be solely responsible for any damages which Yemeksepeti.com or the relevant user may suffer, and Yemeksepeti.com holds the right to terminate the account of the concerned user in the relevant service or to terminate or limit the user name, profile picture or similar parts of the account or to terminate the Yemeksepeti membership in case such misusage is identified;
* He/she shall not publish, copy or distribute immoral, inappropriate or illegal material or information or material or information that may cause defamation, humiliate people or institutions;
* He/she shall not make advertisement, sell or make offer for the sale of any goods or services, carry out survey, contest or chain mailing activities;
* He/she shall not send information or programs that may harm information or software in other users computers;
* Any record or material received through using Yemeksepeti.com services is solely within the user’s consent and he/she bears the sole responsibility for breakdowns, loss of information and other losses that may occur in their own computers and he/she shall not claim damages from Yemeksepeti.com for any damages that may arise from using Yemeksepeti.com system;
* The user shall not use Yemeksepeti.com services for commercial or advertorial purposes without obtaining consent fromYemeksepeti.com;
* Yemeksepeti.com may monitor the whole system at any time or consistently;
* Yemeksepeti.com holds the right to make necessary interferences and to deny service to the user and to terminate the membership in case of a non-compliance with the rules;
* Yemeksepeti.com may use its own system for commercial purposes;
* He/she shall not transfer information whose transferring is forbidden by law and shall not share data such as chain mail, software virus, etc. for which no authorization of transmission exists;
* He/she shall not record, publish, abuse personal information of others;
* When the payment is not made via Online Payment Method, the user is obliged to make the payment for the amount of the services of which he/she has been previously informed of, at the time of delivery through the chosen payment method, and if otherwise, the delivery may not be completed;
* Cookies are used in Yemeksepeti.com system and cookies are pieces of information transferred by the website to the cookie file in the hard disk of user’s computer and they enable users to surf through Yemeksepeti.com and help to provide content matching the needs of the users accessing the website, when necessary.

**5. Authorities Granted to Yemeksepeti.com**

* Yemeksepeti.com may temporarily suspend or completely stop the operation of the system at any time.
* Yemeksepeti.com may temporarily suspend or completely stop the payment option of a relevant user via Online Payment Method for the user transactions that raise security concerns.
* Yemeksepeti.com shall not have any liability against its users or third parties due to temporary suspension or completely stopping of the system or use of the Online Payment Method.
* User name or e-mail address and password shall be viewed and approved upon completion of the application spaces provided by Yemeksepeti.com. Yemeksepeti.com may exclusively and for an indefinite period, prevent users, who have completely filled in the user registration form or the users who have logged in to the system, to have a new password or to use their existing passwords.
* Yemeksepeti.com will exercise due care for, but does not undertake to, provide timely, secure and flawless services, provide correct and secure results from the service usage and fulfill the expectations of the service quality.
* Yemeksepeti.com has the right to periodically back up and delete some or all of the files, and the messages that are present in the system while the users are benefitting from the system. Yemeksepeti.com shall have no liability for such backing-up and deleting actions.
* Yemeksepeti.com owns the property rights and copyrights arising from property rights of information, document, software, design, graphics works and etc. which it produces itself and/or purchases from third parties.
* Sales in the system of Yemeksepeti.com are limited with the present menus of the member workplaces at the time of the order. Yemesepeti.com may not deliver to the users the products which do not exist in the member workplace. Display of the products in the system of Yemeksepeti.com does not imply that the products are in stock.
* Yemeksepeti.com has the right to publish in any kind of visual and written media, process, share in social media networks and/or transfer to any other address within Yemeksepeti.com’s system that is found appropriate by Yemeksepeti.com, or to remove from the website at its own discretion any information, documents, software, design, graphics, works and etc.(i.e. pictures of the user, messages, poetry, news, files and etc. added to the board) which are produced by Yemeksepeti.com users and uploaded to the system by their own will for publication of the same. It is possible for such information to be copied, processed and/or published by other users. In this case, the user shall not claim any royalty payment from Yemeksepeti.com.
* Member workplaces in Yemeksepeti.com’s system are responsible from changing the information with respect to the price and features of the products offered for sale on Yemeksepeti.com’s system. When there is a mistake in the information with respect to the price and features, Yemeksepeti.com may inform the users and deliver the products by correction such mistake or may cancel the order.
* Yemeksepeti.com will exercise due care for provision of fair and honest explanations regarding the contents of the products offered for sale in the system; however, Yemeksepeti.com bears no responsibility for the problems or damages which may arise due to missing and/or faulty explanations of the member workplaces regarding the content of the orders.
* Yemeksepeti.com may enable passage to the users to web-sites outside of the Yemeksepeti.com system. In this case, the user accepts in advance that Yemeksepeti.com is not responsible from the contents of the websites passed to.
* Yemeksepeti.com may, switch services that require no user membership to services that require membership, open additional services, partially or completely change some of its services or turn them into paid services, in due course. In this case, the user has the right to terminate the Agreement and to resign from membership.
* Yemeksepeti.com can make changes in the performance of the hereby Agreement, can change some of its clauses or add new clauses for future technical necessities and compliance with the legislation, on the conditions that the changes are not to the detriment of the users.
* Yemeksepeti.com has no responsibility for the content provided by the member restaurants.

**6. Intended Use**

Users accept that all orders placed and shopping made from Yemeksepeti.com system is for personal use and are not intended for re-sale.

**7. Payment**

Users of Yemeksepeti.com can make the payment for the orders they placed from Yemeksepeti.com system, in the method they chose while ordering, from the options provided by the relevant member workplace, at the time of delivery. The users can also make instant online payment via using Online Payment Method through their bank card, credit card or a similar payment tool or from another payment systems (such as PayPal). If the card is used unlawfully by someone other than the holder in payments completed form the Online Payment Method, action will be taken pursuant to provisions of the Law on Bank Cards and Credit Cards dated 23.02.2006 and numbered 5464 and the Regulation on Bank Cards and Credit Cards published in Official Gazette dated 10.03.2007 and numbered 26458. For orders payments of which are completed through the Online Payment Method, receipt/invoice of the order will be issued by the restaurant which received the order and not by Yemeksepeti.com.

For the orders placed by choosing Online Payment Method, Yemeksepeti.com is exclusively authorized by the restaurants to collect the payments in relation to the orders, from the users on behalf of them. The users shall be deemed to have performed their obligation to make the payment by making the payment to Yemeksepeti.com where the Online Payment Method is the chosen payment method.

For the orders placed by using Vale Service and by choosing any payment method, including but not limited to Online Payment Method, payment with credit/debit card on delivery, cash payment on delivery, Yemeksepeti.com is exclusively authorized by the restaurants to collect the payments in relation to the orders, from the users on behalf of them. Where the order is placed by using Vale Service, the users shall be deemed to have performed their obligation to make the payment against Yemeksepeti.com and the restaurant, by making the payment with any payment method, including but not limited to Online Payment Method, payment with credit/debit card on delivery, cash payment on delivery.

**8. Personal Data**

The users accept and acknowledge that, within the principals of Data Protection Law, they have explicit consent for, processing, transfer to third parties and abroad, their “Personal Data’s” such as their name, surname, email, address, phone number by acceptance of the Membership Agreement and during their membership period to Yemeksepeti.com and during their actions in the Web Site, following seizure of their membership. Legal basis of the processing, transfer to third parties and abroad of the Personal Data is the legal relation between User and Yemeksepeti.com. Personal Data can be processed, transfer to third parties and abroad or used anonymously by Yemeksepeti.com and its subsidiaries and business partners of Yemeksepeti.com and its subsidiaries for marketing, analysis and statistic aim. Apart from Personal Data, the users accept and acknowledge that, they have explicit consent for recordation, processing, listing, anonymously using by the third parties in the analysis for the provision of better services or for to run several applications or programs on Yemeksepeti by Yemeksepeti.com, Yemeksepeti.com subsidiaries and its business partners, their order information (such as restaurants they have ordered from, type of the product ordered, number of order, time of order, territory of order, all kinds of information on their activities on the Website (or a similar mobile or electronic site that is used) they share with Yemeksepeti) and of similar data (“Data”).

**9. Legal Obligations**

Transactions arising from any and all legal amendments taking place outside the scope of the Agreement herein are outside Yemeksepeti.com’s scope of liability and shall be exactly reflected to the Agreement.

**10. Product Delivery**

If the user is not present at the address selected by him/her on the Yemeksepeti.com system during the product delivery process of the member workplaces, the delivery shall certainly not be delivered to any other address. Within this framework, the user is obliged to accept its legal liabilities which may arise due to making an order to an address where he/she is not present.

**11. Refund**

Refund of the payment to the user will only be made in the following cases, for payments conducted through Online Payment Method: 

* Obligatory cancellation of the order due to user’s address being outside of the delivery area of the restaurant from which the order is submitted to;
* Obligatory cancellation of the order due to the order not being communicated to the relevant restaurant;
* When the order is not prepared by the restaurant or the order is cancelled upon user’s request and the cancellation is approved by the restaurant even after the order was prepared by the restaurant;
* Partial or complete obligatory cancellation of the order due to the partial or complete non-availability of the ordered product in the restaurant;
* Cancellation of the order upon the approval of the relevant restaurant due to dissatisfaction from the ordered product; and
* Cancellation of the order upon the approval of the relevant restaurant in case of a delay in the delivery of the ordered product. If a receipt or invoice related to the order subject to cancellation has been issued and delivered to the user by the restaurant, such receipt or invoice is required to be returned to the relevant restaurant officer.

Yemeksepeti.com holds the right to not to retrain refund of the payment only if the reasons attributable to the user (e.g.the user not being at home, giving wrong address information, not taking delivery of the product).   
Refund of the payments conducted through methods other than the Online Payment Method is directly made by the member workplaces of Yemeksepeti.com. Yemeksepeti.com bears no liability for the disputes which may arise due to the conditions of the return of the payment.

**12. Retention of Information and the Burden of Proof**

Information orders, comments/evaluations and etc. of the users registered to Yemeksepeti.com system, are kept for at least a period three (3) years subject to Yemeksepeti.com Privacy Policy. For all disputes which may arise due to the execution of this Agreement, both the information kept in Yemeksepeti.com’s system and user records shall constitute binding and material evidence.

**13. Applicable Law and Competent Courts and Execution Offices**

This Agreement is subject to the laws of the Republic of Turkey. Istanbul Central Courts and Execution Offices shall be the competent authorities for the resolution of any disputes arising from the execution of this Agreement.

**14. Effective Date**

This Agreement shall enter into force between the parties for an indefinite period of time, as of the date the user completes the user registration form.

**15. Termination**

The Parties shall be able to terminate this Agreement whenever they may wish. Party’s claims from each other that exist at the time of the termination of the Agreement shall remain intact.

**I. INTRODUCTION**

Law on Protection of Personal Data numbered 6698 ("Law") entered into force on April 7, 2016. The Law provides a definition of personal data and contains the principles of protection of personal data and the conditions which will be complied by the parties who have the responsibility in processing of this data, in their capacity as data processor. According to the Law, personal data is any kind of information related to "identified or identifiable" real person. The processing of personal data means " any process performed on personal data through automated or non-automated ways provided that the latter is being a part of any data recording system, including acquisition, recording, storage, changing, sharing with third parties, and transferring abroad of data."

In order to ensure compliance with the Law, Yemek Sepeti Elektronik Iletisim Tanitim Pazarlama Gida Sanayi ve Ticaret Anonim Sirketi (“Yemek Sepeti”) takes necessary administrative and technical measures by adopting the principles of protection and processing of personal data set forth in the relevant legislation.  
For the Protection and Processing of Personal Data Policy ("Policy"), see VI. DATA OWNER AND PERSONAL DATA CATEGORIZATION.  
The statutory regulations in force regarding the processing and protection of personal data will have priority in application. In the event of any discrepancy between the applicable legislation and the Policy, Yemek Sepeti agrees that the applicable legislation will apply.  
The Policy entered into force on 26/07/2017. The date of entry into force of the Policy will be updated if all or certain terms of the Policy are updated.  
The Policy is published at the website of Yemek Sepeti (*www.yemeksepeti.com*) and is accessible by data subject. Changes and updates may be made to the Policy to ensure compliance with changing circumstances and legislation and will be made available to personal data owners through the website.

**II PROCESSING OF PERSONAL DATA**

**II.I. PRINCIPLES FOR PROCESSING OF PERSONAL DATA**

Personal data is protected through Article 20/III of the Constitution which sets forth that personal data can only be processed in cases set forth in laws or upon express consent of the individual. In line with this right granted to the personal data owners, Yemek Sepeti processes personal data as set out below and in accordance with the principles set forth in the relevant legislation or in cases where the individual has given express consent:

* ***Compliance with Law and Rules of Good Faith***
* ***Ensuring Personal Data is accurate up-to-date whenever necessary***
* ***Processing for Specific, Clear and Legitimate Objectives***
* ***Being Related, Limited and Restrained to the Objective of Processing***
* ***Retention for the Period Specified in the Legislation or for the Period Necessary to Achieve the Objective of Processing.***

**II.II.  CONDITIONS AND OBJECTIVES OF PROCESSING PERSONAL DATA**

Personal data, in principle, can only be processed in cases where express consent of the personal data owner is present. The Law sets forth the processing of personal data in Article 5 and processing of specific categories of personal data in Article 6. The Law has identified the certain categories of personal data as  "*sensitive* *personal data*" which carry the risk of causing the victimization or discrimination of the individuals, when processed in contravention of the Law, . Article 6 of the Law specifies sensitive personal data through an exhaustive list, which are relating  to *race, ethnicity, political opinion, philosophical belief, religion, sect or other faiths, costume and clothing, association, foundation or trade union membership, health, sexual life, criminal convictions and security measures, as well as biometric and genetic data*. We do not process sensitive personal data of our customers/users etc. as specified within the scope of the Policy above.  
The express consent of the data subject must be informed, freely given in relation to a specific topic.  
In the event of one or more of the following conditions, personal data may be processed without the explicit consent of the owner. In any case, Yemek Sepeti will process personal data in accordance with the general principles set forth in Article 4 of the Law and in accordance with the following objectives and conditions.

Regarding general qualitative personal data;

* The Law clearly prescribes the processing of your personal data by Yemek Sepeti
* The personal data processing activity by Yemek Sepeti is necessary for the protection of the personal data owner or any other person's life or physical integrity, where the personal data owner is physically or legally incapable of giving consent;
* The processing of your personal data by Yemek Sepeti is directly related to and required for the execution or performance of a contract
* The processing of your personal data is compulsory for Yemek Sepeti to fulfill its legal obligations
* Limited processing by Yemek Sepeti of your personal data which has been revealed to the public by you
* The processing of your personal data by Yemek Sepeti is a necessity for the establishment, use or protection of the rights of Yemek Sepeti or you or the third parties
* It is mandatory for the legitimate interests of Yemek Sepeti to carry out the processing activities, provided that your fundamental rights and freedoms are not affected.

In this context, the personal data is processed by Yemek Sepeti for the following purposes:

* Planning, supervision and carrying out of information security processes
* Establishment and management of information technology infrastructure
* Planning and carrying out the employees’ authority to access the user data
* Follow-up of finance and/or accounting of the company
* Follow-up of legal affairs
* Planning and/or carrying out of activities of realizing efficiency/productivity and/or appropriateness analysis of business activities
* Planning and conducting business activities
* Planning and implementation of the restaurants and business partners and/or suppliers authority to access the data
* Managing relationships with restaurants and business partners and/or suppliers
* Planning and/or performance of activities to ensure business continuity
* Planning and interpreting corporate communication activities
* Planning and carrying out logistics activities
* Planning and implementation of customer/user relationship management processes
* Planning and/or performing customer/user satisfaction activities
* Following up customer/user requests and/or complaints
* Performing activities for determining financial risks of customers/users
* Planning and/or conducting of after-sales support activities
* Planning and conducting audit activities
* Planning and conducting of operational activities necessary for the company's activities to be carried out in compliance with company procedures and/or the related legislation
* Ensuring the safety of the company’s operations
* Planning and conducting of related processes for obtaining the highest benefit from products or services offered by the company
* Follow-up of contractual procedures and/or legal claims
* Conducting of strategic planning activities
* Planning and conducting of production and/or operation processes
* Planning and conducting of market research activities for sales and marketing of products and services
* Planning and conducting of marketing processes of the products and / or services
* Planning and conducting of selling processes of products and/or services
* Ensuring that data is accurate and up-to-date
* Providing information to authorized entities originating from the legislation

**III TRANSFER OF PERSONAL DATA**

**III. I. GENERAL PRINCIPLES ON TRANSFER OF PERSONAL DATA**

Articles 8 and 9 of the Law provide for the transfer of personal data domestically and abroad. Yemek Sepeti can transfer the personal data/sensitive personal data of the data owners that it obtained in accordance with the law to third parties by taking necessary security measures in accordance with the data processing objectives. In this context, Yemek Sepeti will be able to transfer personal data to third parties under conditions of processing specified under Section II and in the presence of one of the following conditions:

* If the owner of the personal data has given an express consent,
* If the legislation clearly regulates the transfer of personal data,
* If personal data is necessary for the protection of the owner's or another person's life or physical integrity, where the personal data owner is physically or legally incapable of giving express consent or the consent is not considered valid,
* If it is necessary to transfer the personal data of the parties to the contract, provided that it is directly related to the consummation or performance of a contract,
* If personal data transfer is required to fulfill any legal obligation of Yemek Sepeti,
* If personal data is revealed to the public by the personal data owner,
* If personal data transfer is mandatory for the establishment, use or protection of a right,
* Personal data transfer is necessary for the legitimate interests of Yemek Sepeti, provided that it does not affect the fundamental rights and freedoms of the personal data owner.

**III.II. TRANSFER OF PERSONAL DATA ABROAD**

Yemek Sepeti will be able to transfer the personal data abroad for the purpose of legitimate and rightful objectives of personal data processing as follows:

* If the data owner has given explicit consent or
* If the data owner has not given express consent, but one or more of the conditions specified above are present;
* adequate protection exists in the country to which the data are transferred to, and
* In the event that there is insufficient protection in the country to which the data is transferred, Yemek Sepeti and the relevant foreign data processor undertake in writing to provide adequate protection and the permission of the PDP Board is obtained.

**III.III. THIRD PARTIES TO WHICH PERSONAL DATA ARE TRANSFERRED TO**

In accordance with the conditions set out above and in accordance with Articles 8 and 9 of the Law, Yemek Sepeti may transfer personal data of the data owners subject to this Policy to the following parties:

* Anonymously to business partners to ensure the fulfillment of the purpose of establishing the partnership (explicit consent is obtained if further data transfer is required).
* To restaurants in restricted manner for ensuring achievement of the objections of contract
* Limited transfer to suppliers to ensure that Yemek Sepeti is supplied by the supplier the outsourced services which are required for Yemek Sepeti to perform its commercial activities,
* To affiliates limited to perform the business activities of Yemek Sepeti which require participation of such affiliates,
* To shareholders for designing strategies related to the commercial activities of Yemek Sepeti, providing necessary information in accordance with the procedures of the Company and to enable the conduct of audits in accordance with the relevant legislation,
* To Delivery Hero GmbH and Luxembourg Investment Company 43 S.A.R.L., for the conduct of commercial and operational activities that require the participation of Delivery Hero GmbH and Luxembourg Investment Company 43 S.A.R.L.,
* To public authorities and entities and private law persons limited to the purpose for which they have requested personal data in accordance with their legal powers.

**IV. PROTECTION OF PERSONAL DATA**

Yemek Sepeti takes necessary measures and other administrative and technical measures contemplated by the legislation and also those notified by PDP Board for ensuring the security and protection of the personal data processed by Yemek Sepeti in compliance with the legislation. In this context, Yemek Sepeti takes reasonable technical and administrative measures including technological opportunities and application costs to protect personal data in accordance with the law, to store them in a secure environment, to prevent unauthorized access risks and other unlawful access, to prevent accidental loss of data, to prevent deliberate damage and deletion of data. Namely;

* Monitoring the personal data processing activities of Yemek Sepeti with the established technical systems,
* Periodic reports on adopted technical measures,
* Informing and training employees who process personal data in Yemek Sepeti on the legislation for protection of personal data and personal data processing in accordance with such legislation,
* Establishing internal policies and providing training to ensure awareness and implementation of rules for specific business units and ensuring the supervision and sustainability of these rules in order to ensure legal compliance requirements on a business unit basis,
* Incorporation of provisions in the agreements governing the legal relationship between Yemek Sepeti and its employees that oblige the employees not to process, disclose and use personal data, except for the instructions of Yemek Sepeti and exceptions imposed by law, and increasing employee awareness,
* Access and authorization in accordance with the legal compliance requirements determined on a business unit basis, and the restriction of access rights accordingly,
* Installation and operation of software and hardware including virus protection systems and firewalls,
* Incorporation of provisions into the agreements entered into with third parties to whom personal data is transferred in accordance with the law, including those from who Yemek Sepeti receives external services for storing personal data, that third parties whom the personal data is transferred will take necessary security measures in order to protect the personal data and to ensure that these measures are complied with,
* Establishment of technical security systems for storage areas using backup schemes compliant with law,

Yemek Sepeti is implementing a system which i enable Yemek Sepeti to notify the PDP Board and the data owner as soon as possible, whenever the data processed in compliant with Article 12 of the Law is obtained by parties by unlawful means. If deemed necessary by the PDP Board, such event can be announced on the website of the PDP Board or by any other method.

**V. INFORMING OF THE PERSONAL DATA OWNER, RIGHTS AND PROVIDING INFORMATION**

**V.I. INFORMING OF THE PERSONAL DATA OWNER**

Article 10 of the Law sets forth that personal data owners must be informed while obtaining their personal data. In this respect, while obtaining personal data, Yemek Sepeti will inform personal data owners in accordance with the general principles of other personal data processing activities specified in the relevant legislation, on the followings;

* the identity of the representative, if any,
* the purpose for which the personal data will be processed,
* for whom and for what purpose may the data be transferred,
* the method and legal basis of collecting personal data,
* the rights of the personal data owner.

**V. II. RIGHTS OF PERSONAL DATA OWNERS**

In Article 11 of the Law, the rights of the personal data owner are listed. The data owner will be entitled to:

* learn whether their personal data is being processed,
* demand information if their personal data has been processed,
* learn the purpose of processing personal data and whether they are used appropriately for the intended purpose,
* learn the third parties to whom the personal data is transferred in the country or abroad,
* demand correction of the personal data, if it is incomplete or incorrectly processed and request third parties to whom the data were transferred be notified of the correction process carried out in this context,
* although the personal data was processed in accordance with the Law and with relevant provisions of other laws, demand deletion or destruction of personal data in case of cessation of the reasons that requires the processing and request third parties to whom the data were transferred be notified of this process carried out in this context;
* object to the occurrence of an adverse consequence for the data owner due to analysis the processed data exclusively through automated systems,
* to claim damages in the event of any loss suffered due to the processing of personal data in contravention of the law.

However, the above-mentioned rights cannot be claimed pursuant to Article 28 of the Law if:

* the processing of personal data for official statistics and after anonymizing the data and using it for purposes such as research, planning and statistics.
* processing of personal data for art, history, literature or scientific purposes or within the bounds of freedom of expression, provided that it does not violate national defense, national security, public safety, public order, economic security, secrecy of private lives or personal rights or does not constitute a crime.
* the processing of personal data is necessary within the scope of preventive, protective and intelligence activities carried out by public institutions and organizations authorized by law to perform do so for national defense, national security, public safety, public order or economic security.
* processing of personal data by judicial authorities or execution officers are necessary for investigation, prosecution, trial or execution of proceedings.

According to Article 28/2 of the Law; personal data owners will not be entitled to claim their rights specified above, except for the right to claim damages:

* Personal data processing is required to prevent crime or to investigate a crime.
* Processing personal data that is revealed public by the personal data owner him/herself.
* Personal data processing is necessary for the disciplinary investigation or prosecution for performing supervision and organization duties by public authorities and the public institutions and public organizations as well as professional entities which are classified as public institutions based on the authority granted by law.
* Personal data processing is required to protect the economic and financial interests of the state in relation to budget, tax and financial matters.

**V.III. PROVIDING INFORMATION TO PERSONAL DATA OWNERS**

Personal data holders’ requests of information about their personal data in accordance with Article 20 of the Constitution and the “information request” right they have which is mentioned above, are met by Yemek Sepeti in compliance with the Law.

Yemek Sepeti implements necessary channels, internal operations, administrative and technical regulations in accordance with Article 13 of the Law in order to provide the required information to personal data owners. Accordingly, personal data owners can make requests to regarding their rights free of charge and such requests are responded positively or negatively by Yemek Sepeti according to the nature of the claim within 30 days. However, if the transaction also requires cost expenditure, Yemek Sepeti will be able to charge the fee at the rate determined by the PDP Board.

The personal data holders are required to submit their requests regarding the abovementioned rights via "Yemek Sepeti Elektronik Iletisim Tanitim Pazarlama Gida Sanayi ve Ticaret A.S. Application Form" which is provided in Annex-1.

The applications to be made by personal data owners will be made in one of the following methods, together with the documentation for determining the identity of the personal data owner:

* Fill in the form and submit the copy bearing the wet signature via notary or registered letter with the registered letter to the following address: Esentepe Mah. Büyükdere Cad. No:175/1/1 Sisli/IST.
* Send the form signed with a secure electronic signature issued within the scope of Electronic Signature Law No. 5070 by e-mail to the following registered address: yemeksepeti@hs02.kep.tr.
* Send the request to info@yemeksepeti.com (In order to be able to determine whether the applicant is the actual personal data owner from the media which the application was made, the person will be contacted by telephone in order to determine the true identity of the applicant and whether the applicant has actually made the application. In this context, the applicant's final order information will be confirmed and the application will be admitted for evaluation if the data owner and the requesting person match.)
* Through any method prescribed by the Personal Data Protection Board.

In order for third parties to be able to request an application on behalf of personal data owners, the data owner must have issued a special power of attorney through a notary in the name of the applying third party.

Yemek Sepeti may request information from the applying person in order to determine if the applicant is the personal data owner, and may also ask questions about the application for clarification of the application.

If the application is rejected, the answer is found to be inadequate or the application is not replied to within the specified time, pursuant to Article 14 of the Personal Data Protection Act, the Applicant may apply to PDP Board within thirty days of receiving Yemek Sepeti’s response and in any case within sixty days of application.

**VI. DATA OWNER AND PERSONAL DATA CATEGORIZATION**

**VI. I. DATA OWNER CATEGORIZATION**

Yemek Sepeti has categorized the owners of the personal data it processes as set out below. Data owner categorization created under this Policy is associated with the following personal data owners. Data owners outside this scope will also be able to direct their requests to Yemek Sepeti in accordance with the Policy.

**Personal Data Owner Category**  
**Customer/User:** Regardless of any contractual relationship with Yemek Sepeti, the persons who currently uses or have used the products and services offered by our company.  
**Potential Customer:** Real persons who have used or are interested in using our products and services or who have been assessed in accordance with commercial practices and honesty rules to have such interest.  
**Shareholder, Officer, Employee of Corporate Customer:** Regardless of any contractual relationship with Yemek Sepeti, employees, shareholders and officer of a legal entity who currently uses or has used the products and services offered by Yemek Sepeti.  
**Third Party:** Individuals who are not covered by this Policy.  
**Restaurant:** Companies that delivers orders to customers under a contractual relationship with Yemek Sepeti.  
**Business Partner’s Shareholder, Officer, Employee:** Real person employees who work in entities that are in any business relationship with Yemek Sepeti, as well as shareholders and officers of those entities.  
**Supplier's Shareholder, Officer, Employee:** Real person employees who work in entities that are in business relationship with Yemek Sepeti and provide products or services, as well as shareholders and officers of those entities.  
**Prospective Business Partner:** Individuals or employees, shareholders or officers of the entities that Yemek Sepeti intends to establish a business relationship with.  
**Visitor:** Individuals who have entered the physical premises of Yemek Sepeti for any purpose or who have visited our websites.

**VI.II. PERSONAL DATA CATEGORIZATION**

In this Policy, the personal data processed by Yemek Sepeti is categorized. The personal data of the personal data owners included in the data owner categories mentioned above are associated with the following personal data categories.  
  
**Personal Data Categorization**  
**Identity Information:** Data regarding identity of an individual, evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; containing information on the identity of the individual.  
**Contact Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; such as telephone number, address, e-mail address, fax number, IP address.  
**Location Data:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; information detecting the location of the employees of entities which Yemek Sepeti is in cooperation within the frame of operations carried out by business units of Yemek Sepeti.

**Customer Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual and included in the data recording system; containing information such as records related the use of our products and services and the instructions and requests necessary for the customer for using the products and services.  
**Customer Transaction Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual and included in the data recording system; containing information such as records related the use of our products and services and the instructions and requests necessary for the customer for using the products and services.  
**Information on Family Members and Relatives:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; containing information on family members and relatives of the personal data owner and persons to be accessed to in the event of an emergency involving the owner, to protect legal and other benefits of Yemek Sepeti and the personal data owner, within the frame of operations carried out by business units of Yemek Sepeti.  
**Physical Site Security Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; personal data related to records of entrance into and staying in a physical site.  
**Transaction Security Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual and included in the data recording system, containing personal information such as IP address, system login information credentials, login credentials accessed by suppliers when providing support services, user transactions in the purse system (such as password resetting, password creation), etc. in order to secure our technical, administrative, legal and commercial security while conducting our business activities.  
**Incident Management Information:** Information and assessments related to events that are associated with the personal data owner and are likely to affect the our company – its employees – its shareholders (e.g., information gathered about a person who is tried as a defendant in a criminal case by searching the details of the scope of the criminal investigation, in order to inform the public about the business activities of our company with that person for preventing our company’s image from being adversely affected.)  
**Financial Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; containing information, documents and records showing any kind of financial result created according to the type of legal relationship that Yemek Sepeti has established with the personal data owner such as bank account number, IBAN number, credit card information, financial profile, etc.  
**Audiovisual Data:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, including photographs and camera recordings (except records entered under Physical Space Security Information), voice recordings, and copies of documents containing personal data.  
**Legal Transaction and Compliance Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, and contained in the data recording system, containing data with respect to determination of our legal receivables and rights, follow up and satisfaction of our debts and our legal obligations, processed within the scope of compliance with the policies of our company.  
**Audit and Inspection Information:** Information on audit and inspection records, reports and reviews made in association with the personal data owner and information and comments on inspections made with that respect and information gathered and comments made in relation thereto.

**Marketing Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, and contained in the data recording system, containing personal data processed for the customization and marketing of our products and services in accordance with the usage habits, liking and needs of the personal data owner and the reports and evaluations created in result of processing these results.  
**Reputation Management Information:** Information collected in relation to an individual and collected to protect the commercial reputation of the company (e.g., information from the complaints site (Sikayetvar), information from twitter and Facebook, information shared about upper management and shareholders of the company, and evaluation reports and assessments based on the result of such processing.)

**Request/Complaint Management Information:** Data evidently belonging to an individual with a definite identity or to an identifiable individual, part or whole of which is processed automatically, or non-automatically as part of the data recording system; collected for any and all requests and complaints made to Yemek Sepeti and their evaluation.

**VII.PRINCIPLES ON THE RETENTION PERIOD OF PERSONAL DATA**

Personal data is retained by Yemek Sepeti for periods stipulated in the relevant legislation and in accordance with legal obligations.  
If a period is not prescribed in the legislation on how long personal data should be stored, the personal data is processed in connection with the activity carried out by Yemek Sepeti at that time for a period of time required to be processed in accordance with the practices of Yemek Sepeti and in accordance with commercial practices, and then deleted, destroyed or anonymized.

If the personal data is requested to be deleted / anonymized by the personal data owner with the purpose of ending the processing or the storage periods specified by the relevant legislation have come to an end, it can only be kept as evidence for possible legal disputes, or for the purpose of establishing a defense or advocating the right to in relation to the personal data. Yemek Sepeti takes into account the time limits stipulated in the relevant legislation when determining the periods of storage of personal data. The personal data stored for this purpose is only accessible by certain persons when it is required to be used in the relevant legal dispute and is not accessed for any other purpose. At the end of this process, personal data is either deleted, destroyed or anonymized.

**VIII CONDITIONS OF DELETION DESTRUCTION AND ANONYMISATION OF PERSONAL DATA**

As per Article 138 of the Turkish Criminal Code and Article 7 of the Law, personal data shall be deleted, destroyed or anonymized upon decision of Yemek Sepeti or upon request of the personal data owner in the event that the basis for which the personal data was processed is eliminated, even if the data was processed in accordance with the relevant legislation.

**IX. YEMEKSEPETI MANAGEMENT INFRASTRUCTURE FOR PROCESSING AND STORAGE OF PERSONAL DATA**

Within Yemek Sepeti, a Personal Data Protection Committee ("Committee") has been established for managing this Policy, related policies and other outputs, and for ensuring the tracking the continuity of compliance with the Law.

 The duties of this Committee are:

* Establishing, updating, and enforcing fundamental policies on the protection and processing of personal data.
* Taking actions needed for the enforcement and supervision of policies on protection and processing of personal data, and coordination by internal assignments.
* Ensure compliance with laws and related legislation and follow developments related to the protection and processing of personal data and take necessary actions with that respect.
* To raise awareness in institutions within Yemek Sepeti and in entities which cooperate with Yemek Sepeti on preservation and processing of personal data.
* To evaluate personal data owners' applications and to provide solutions that are compliant with the law.
* To identify the risks that may arise in the personal data processing activities of Yemek Sepeti and to take necessary measures.
* To carry out the relations with PDP Board and its institution.

**INFORMATION TEXT AS PER THE LAW ON PROTECTION OF PERSONAL DATA**

This Information Text as per the Law on Protection of Personal Data ("Information Text") has been issued by Yemek Sepeti Elektronik İletişim Perakende Gıda Lojistik A.Ş. ("Yemeksepeti"), in its capacity as the data controller, in order to inform Yemeksepeti users and make explanations on the processing of their personal data by Yemeksepeti in accordance with the Law on Protection of Personal Data numbered 6698 ("Law").

You may access more detailed information on the processing of the personal data that you share with Yemeksepeti, through Yemeksepeti Personal Data Protection and Privacy Policy (PDP) from our home page.

**1.  Personal Data Collected**

The data you have shared under your legal relationship with Yemeksepeti has been classified in the categories of Profile (Identity), Contact, Location, Transaction, Transaction Security, Financial, Marketing, and Demand/Complaint Management.

Personal data relating to the race, ethnic origin, political opinion, philosophical belief, religion, sect or other belief, clothing, membership to associations, foundations or trade-unions, health, sexual life, convictions, and security measures, and biometric and genetic data is sensitive personal data. Yemeksepeti never collects or processes your sensitive personal data. We do not ask you to share this kind of data. Please do not share your sensitive personal data by any interaction means under your relationship with Yemeksepeti.

**2.  Purpose of Processing of Personal Data**

Your personal data specified above will be processed for the following purposes and to be limited to the same.

**i.     Executing the agreement on the services provided by the Company;**

* Delivering your order
* Executing the agreement you have concluded with Yemeksepeti
* Following up the other processes of the agreement

**ii.     Planning and conducting the activities necessary for the increase of user experience and for the presentation and promotion of the products and services offered by the Company to the relevant persons by customizing them according to the taste, usage habits and needs of the relevant persons;**

* Planning and/or conducting user satisfaction activities
* Planning and conducting market research activities for sales and marketing of products and services
* Planning and conducting marketing processes of products and/or services
* Planning and conducting relevant processes to get maximum benefit from the products or services offered by the Company, and making instant notifications by Yemeksepeti, targeting by identifying user habits, profiling and analyzing, offering you discounted campaigns, providing you with customized content, digital marketing, targeting, on-site remarketing, and advertising accordingly
* Planning and conducting sales, marketing, and optimization processes to improve user experience
* Conducting optimization activities to evaluate, analyze, and improve user experience related to the advertisements made to you under the planning and improvement of the processes related to the Company's business and strategies
* Conducting market research and surveys for the planning and conduct of the market research activities for sales and marketing of the products and services offered by the Company

**iii.     Allowing our business units to carry out the necessary procedures to make the relevant persons benefit from the products and services offered by the Company, and conducting the related business processes;**

* Planning and conducting sales processes of products and/or services
* Planning and/or conducting the activities regarding after-sales support services
* Planning and conducting the user relations management processes
* Following up user demands and/or complaints
* Following up contractual processed and/or legal demands

**iv.     Ensuring the legal, technical, and commercial occupational safety of the Company and any persons who have business relationships with the Company;**

* Planning and conducting the Company audit activities
* Planning and conducting the operational activities necessary for ensuring that the activities of the Company are carried out in accordance with the Company's procedures and/or respective legislation
* Assuring the security of the Company's operations
* Ensuring that the data is accurate and up-to-date
* Providing information to authorized agencies as a requirement of the legislation

**v.    Carrying out the necessary works by our respective business units and the related business processes in order to realize the commercial activities performed by the Company;**

* Planning, auditing, and conducting information security processes
* Establishing and managing the information technologies infrastructure
* Following up the finance and/or accounting affairs
* Following up the legal affairs
* Planning and/or conducting the activities regarding the efficiency/productivity and/or appropriateness analysis of business activities
* Planning and conducting business activities
* Planning and conducting corporate communication activities
* Planning and conducting logistics activities
* Planning and conducting production and/or operational processes
* Preventing fraudulent activities

**vi.    Planning and conducting the commercial and/or business strategies of the Company;**

* Managing the relationships with business partners and/or suppliers
* Conducting strategic planning activities
* Planning and following up the performance evaluation processes of business partners and/or suppliers
* Planning the processes regarding the business and strategies of the Company
* Planning and conducting the performance management processes

**3.  Method and Legal Basis of Collecting Personal Data**

Your personal data is collected by Yemeksepeti in electronic media through the channels such as e-mail, respective websites, and mobile application, and social media accounts that you have allowed Yemeksepeti to access, and though the call center or by physical means such as mail/cargo.

Your personal data may be processed based on the following legal basis, set forth in Article 5 of the Law, for the purposes specified in Article 2 of this Information Text:

When it is clearly stipulated in laws: **iii, iv, v**

When it is required to process your personal data to the extent personal data is directly related to the conclusion or execution of the contract with you: **i, iii, v**

When it is mandatory to fulfill our legal obligations: **iii, iv, v**

When it is made public by you (to the extent it complies with your purpose of making public): **ii, iii**

When the processing of your personal data is mandatory for the establishment, exercise, or protection of any right: **iii, iv, v**

When it is mandatory for our legitimate interests, provided that your fundamental rights and freedoms are not prejudiced: **ii, iii, iv, v, iv**

**4.  Parties to whom Personal Data may be Transferred and Purpose of Transfer**

Your personal data collected by Yemeksepeti may be shared with our domestic affiliates, shareholders, business partners, competent public authorities, and natural persons for the purposes detailed in Article 2 of the Information Text above and based on the legal basis stated in Article 3, in accordance with Article 8 of the Law. For the same purposes and so as to be limited to the same, your personal data may be shared with our affiliates, shareholders, and business partners abroad based on your explicit consent and in accordance with Article 9 of the Law.

**5.  Your Rights Regarding Your Personal Data**

As per Article 11 of the Law, you are accorded the following rights regarding your personal data:

* To learn whether your personal data is processed or not;
* To request information in case your personal data has been processed;
* To find out the reason for processing of the personal data and whether this has been used properly for that purpose;
* To know the third parties to whom your personal data has been transferred at home or abroad;
* To request for the correction of personal data if it is incomplete or incorrectly processed and to ask that the process carried out in this context be notified to the third parties to whom personal data has been transmitted;
* To request deletion or destruction of your personal data if the reasons for processing the same have ceased to exist although it has been processed in accordance with the Law numbered 6698 and other relevant laws, and to ask that the process carried out in this context be notified to the third parties to whom personal data has been transmitted;
* To object to any unfavorable result suffered due to analysis of processed data exclusively by means of automatic systems; and
* To demand compensation of your loss if you incur a loss due to illegal processing of your personal data.

You may access more detailed information on the processing of the personal data that you share with Yemeksepeti, through Yemeksepeti Personal Data Protection and Privacy Policy (PDP) from our home page.

As personal data subject, you may submit your requests about your rights to [info@yemeksepeti.com](mailto:info@yemeksepeti.com) in accordance with Yemeksepeti Personal Data Protection and Confidentiality Policy. Applications that do not meet the criteria determined by the Personal Data Protection Authority under the respective legislation will not be taken into consideration unless additional information to be requested from you is completed in order for them to meet the criteria.

According to the nature of the request, Yemeksepeti will conclude the request free of charge as soon as possible but in no later than thirty days. However, we would like to remind that in case any additional costs arise from the fulfillment of your requests, the fee in the tariff determined by the Personal Data Protection Authority may be charged.

Yemeksepeti reserves its right to unilaterally update this Information Text in case any business requirements or legal requirements arise. We recommend you to regularly visit our home page to access the latest version of this text.