

TERMS OF USE

This web site <http://www.plussmarte.com> (“Site”) is operated by Smarte Teknoloji Ve Enerji Sanayi Ticaret A.Ş. (“Smarte Teknoloji”), and all its rights belong to Smarte Teknoloji. Throughout the Site, Smarte Teknoloji publishes its corporate information to inform the users.

Your use of this Site in person or on behalf of a legal entity means that you accept the written legal terms contained in these Terms of Use, including the [Cookie Policy](#) and the [KVKK Disclosure Text](#), as well as any additional terms in force.

If you do not agree to these Terms of Use, please do not use this Site. Nevertheless, if you are not of the age required for the validity of your acceptance statement or if you have limitations, do not use this Site as your acceptance statement will not be legally valid.

I. Introduction

All visitors ("User"), -who access, use / connect to this Site in any way-, declare, accept and undertake that they will comply with the following Terms of Use.

Smarte Teknoloji offers this Site, including all information, tools and services available on this Site, upon your acceptance of the Terms of Use stated here.

Smarte Technology does not guarantee that the content of the information, -provided on this Site on an “as is, as it is” basis to inform users-, is complete or accurate. Smarte Teknoloji will not be liable if the information provided on this Site is incorrect, incomplete or not updated.

Smarte Teknoloji neither warrants nor represents that your use of any material on this Site will not infringe rights of third parties not affiliated with Smarte Teknoloji. Users are deemed to acknowledge the risks that may occur due to the content collected via this Site. Smarte Teknoloji cannot be held responsible for any damages that may occur on the Users’ computer hardware or other devices or software as a result of their visit to this Site and / or compensation of the same.

Smarte Teknoloji has no obligation to update the information on this Site; nevertheless, Smarte Technology reserves the right to change any information and data presented on this Site, interrupt or partially/completely stop the Site publication, and re-launch the Site to the widest extent possible anytime, without any notice to the Users. By continuing to use this site, you will be deemed to reconfirm and declare that you have accepted the Terms of Use in force as of the date of use.

II. Site Content and Intellectual Property Rights

All information, software, brand, logos, texts, brochures, presentation material, data file, news, views, recommendations, advertisements, announcements, sound, music, video, photograph, images etc. offered on this Site constitute the Site Content.

The intellectual property rights of each material in this Site and Site Content are protected by laws on behalf of Smarte Teknoloji, or Smarte Teknoloji has obtained a valid right from a third party to use aforementioned material on this Site.

Unless otherwise stated by Smarte Teknoloji, all other uses of the content on this Site are expressly prohibited, including but not limited to change, distribute, transfer, upload, license any data obtained from this Site or create derivative works using the same. Smarte Teknoloji reserves all rights, including stopping or suspending access to this Site without prior notice, if these Terms of Use are violated.

For promotional purposes, some information and quotations of third parties may be displayed on this Site. Smarte Teknoloji reserves the right to offer this Site with advertisements and promotions.

This Site may link to other sites owned and operated by third parties. However, even if such third parties are affiliated with Smarte Teknoloji, Smarte Teknoloji is not responsible for the content of the linked sites and does not provide any idea about the content or accuracy of the material on these sites. Visiting such third party sites is entirely at users' risk, and it is recommended to review terms of use of those sites.

The information and data published on this Site cannot be accepted as a commercial offer announced by Smarte Teknoloji. Users are responsible in person of all decisions they take based on the information and data displayed on the Site, and Smarte Teknoloji cannot be held legally or criminally responsible of said decisions.

III. Limitations on the Use of the Site

This Site may not be used for any purpose that is illegal or prohibited by the Terms of Use.

Unless otherwise provided by Smarte Teknoloji, users are not entitled to subject this Site or its Content to any commercial activity, including the sale of products / services and advertising.

In the event that this Site is used for a prohibited purpose, its security is violated or attempted to be violated, Smarte Teknoloji may take any legal action against the relevant persons and may sue.

In case these Terms of Use and / or related legal regulations are violated by the natural or legal person (s), Smarte Teknoloji reserves the right to make any legal and criminal claims against those and to block their access to this Site.

IV. Other Regulations

Personal information such as name, surname, IP information, e-mail address etc. is/may be provided to visit, use or utilize any part of the Site. The user is deemed to have accepted that this personal data has lost its privacy against Smarte Teknoloji, and that Smarte Teknoloji can transfer this data to third parties in Turkey or abroad in compliance with the mandatory provisions in the relevant legal legislation.

Please read the [Cookie](#) and the [Personal Data](#) policies, to obtain more information about the use of this Site and the data collection, processing of personal data. Accepting these Terms of Use means that said policies are also accepted.

V. Dispute Resolution

All disputes arising from the use of the Site are subject to Turkish Law. The users who are not domiciled in Turkey and connect from outside Turkey are also deemed to waive their rights in other jurisdictions and to acknowledge that Turkish law will be applied to the disputes which may be arisen from the use of this Site.

Smarte Teknoloji's failure to act with respect to a breach of these Terms of does not constitute a waiver and shall not limit Smarte Teknoloji's rights with respect to such breach or any subsequent breaches.

Istanbul (Central) Courts and Enforcement Offices will be authorized in case of any controversy that may incur due to the Site and the use of this Site.

VI. Language

If there is any inconsistency between the versions of this Site, Site Content, "Terms of Use", and other policies in Turkish and other languages, Turkish version will be valid.

VII. Information and Contact

For further information concerning the Terms of Use of this Site, please contact us through any communication channel provided under "[Contact](#)" link on the site.

Smarte Teknoloji Ve Enerji Sanayi Ticaret A.Ş

NOTIFICATION ON PROCESSING OF PERSONAL DATA

I. Introduction

Smarte Teknoloji Ve Enerji Sanayi Ticaret A.Ş. (“Smarte Teknoloji”) may process your personal information within the framework of your consent and as described below and disclose it to third parties to the extent permitted by legislation, as Data Controller as per the Law on Protection of Personal Data no. 6698 ("LPPD").

Smarte Teknoloji neither collect nor process the personal data that are listed in Article 6 of LPPD.

Data Controller: Smarte Teknoloji Ve Enerji Sanayi Ticaret A.Ş.

Address: Resitpasa Mah. Katar Cad. Teknokent Ari 6 Sarıyer, İstanbul

MERSIS No .: 772065208500013

Trade Registration No .: 168228-5

Phone: +90 212 276 15 44

Website: <http://plussmarte.dk>

This Notification has been prepared in accordance with Article 10 of the LPPD in order to inform natural persons (“Data Subject”) on the processes, means and purposes of collection, processing, retention, protection and disposal of their Personal Data as well as their rights under the Law and the means of exercising such rights, in cases where Smarte Teknoloji acts as data controller.

II. REASONS FOR PROCESSING PERSONAL DATA

As the Data Controller, Smarte Teknoloji may process your personal data for the following purposes:

- Performing legal obligations in accordance with laws and legislative regulations,
- Providing products and services,
- Providing general information about the products and services offered and informing about campaigns,
- Customizing, improving, updating available products and services based on client needs; user definitions to systems,
- Contacting you about other products and services, conducting product sales, marketing and information activities, conducting customer acquisition, customer satisfaction and sharing offers for our services,
- Payment and collection of product and service fees; selection of the payment collection method,
- Negotiation, conclusion and performance of contracts,
- Conducting market research and risk analysis,
- Carrying out investor relations,

- Maintaining commercial relations with collaborating companies, suppliers, resellers and service providing companies
- Reporting within the framework of cooperation,
- Developing business strategies and plans of the company,
- Management of judicial/administrative processes, responding to requests from public institutions and organizations, performing legal obligations in accordance with legislative regulations, settlement of legal disputes,
- In the event of a merger, demerger, transfer of the company in part or whole; execution of the results arising from this legal procedure,
- Conducting job interviews, evaluating job applications and establishing, maintaining and concluding business relationships/contracts,
- Keeping and tracking visitor records,
- Creating statistical data, recording visitor information and providing feedback when the site is in use,
- Tracking and finalizing the complaints and suggestions we receive, and providing feedback,
- Creating personal data inventory,
- Evaluating and responding to all questions, requests, suggestions, complaints and applications, including those related to personal data, received in written, oral or electronic form.

III. To whom and for what purpose personal data may be transferred

Your personal data, processed by Smarte Teknoloji, may be transferred to third parties at home or abroad within the scope of the purposes specified under article II above and in accordance with the mandatory provisions under the Law and other applicable legislation related to Personal Data. The third parties involved are as follows: Our business partners; our suppliers; consultants; customers; in accordance with and limited to their purpose of request, legally authorized public institutions and organizations and judicial bodies; security companies to ensure workplace safety.

IV. The method and legal grounds of collecting personal data

When required and explicit consent is given, Smarte Teknoloji may collect its customers' personal data in written, verbally or electronically within the scope of the purposes specified under article II above and in accordance with the mandatory provisions under the LPPD and other applicable legislation related to Personal Data.

Your personal data collected by these methods can be processed for the above-mentioned purposes and transferred to the third parties mentioned above within the framework of LPPD.

V. Your rights under Article 11 of the LPPD

Pursuant to LPPD, you may use your rights below by applying to Smarte Teknoloji:

- To learn whether your Personal Data is processed,
- To request information in case your Personal Data is processed,
- To learn the purpose of processing of your Personal Data and whether such data is used for intended purposes,
- To know the third parties to whom your Personal Data is transferred at home or abroad,
- To request rectification of incomplete or inaccurate data, if any,
- To request notification of the rectification, erasure or destruction to the third parties to whom personal data has been transferred,
- To object processing, exclusively by automatic means of his personal data, which leads to an unfavorable consequence for you,
- To claim compensation for the damage arising from the unlawful processing of your Personal Data.

Within the scope of LPPD, you can contact Smarte Teknoloji, give feedback or ask questions using the communication channels provided under [Contact](#) link on the Site. Applications submitted within this scope will be concluded free of charge by Smarte Teknoloji within thirty days at the latest. However, in the event the procedure requires any additional cost, fees may be charged based on the tariff determined by the Personal Data Protection Board.

Smarte Teknoloji will not be responsible of the delays due to sharing incomplete or inaccurate information, failure to express the request clearly, lack of or improper submission of supportive documents, failure to attach a copy of the proxy document for applications through attorney. All legal rights of Smarte Teknoloji are reserved in case of any incorrect, contrary to facts/law and malicious applications.

VI. Cookies

In order to provide excellent user experience, we use cookies in compliance with the purpose and privacy policies on this Site. You may review our [Cookie Policy](#) to find out how we use and how you may control cookies.

Smarte Teknoloji Ve Enerji Sanayi Ticaret A.Ş.