

Law on the Protection of Personal Data (LPPD) and EU General Data Protection Regulation (GDPR)

The Parties agree, declare and undertake that all activities related to the processing of personal data they have shared with each other or obtained in the name of the other Party during the exercise of their rights and performance of their obligations under this Agreement shall comply with Law No. 6698 on the Protection of Personal Data, EU General Data Protection Regulation (GDPR), relevant secondary legislation and all legislation and regulation that will enter into force in relation to LPPD, EU GDPR and protection of personal data.

The Parties agree and declare that they obtain, process and transfer the personal data to be transferred to the other Party in accordance with the principles and procedures included in LPPD and EU GDPR, relevant regulatory practices, and the provisions on the protection of personal data set out in the relevant legislation.

In addition, the Parties agree and declare that they have provided privacy information to the relevant personal data subjects and, where necessary, have obtained their explicit consent, in accordance with the principles and procedures set out in LPPD, EU GDPR, relevant regulatory practices, provisions on the protection of personal data set out in the relevant legislation.

The Parties shall not use, process or archive the personal data transferred to it by the other Party or obtained in the name of the other Party for any purposes other than the provision of the services hereunder.

With respect to any data processing, the Parties shall use the privacy notices and/or consent forms conveyed to them in writing within the framework of written procedures designated by the other Party and shall perform data processing in accordance with the written proposals of the other Party directly in relation to performance of this Agreement if such proposals are included in their personal data processing procedures.

The Parties agree, declare and undertake that, they shall prevent such data from being unlawfully processed and from being unlawfully accessed and ensure protection of this data; hinder any data loss, data damage, modification or disclosure; take appropriate technical and administrative measures to disallow unauthorized or unlawful access to data and in case of data loss, destruction or damage, in proportion to the loss incurred, taking into consideration the properties of the personal data.

Within this scope, the Parties agree, declare and undertake that they shall take appropriate measures to ensure reliability of the personnel who have access to personal data, and to solely employ the personnel that are informed about the properties of personal data and legislation on the protection of personal data for personal data processing.

Without prejudice to any obligations related to personal data protection being stipulated in laws, in the event of expiration of this Agreement and/or its termination for any other reason which constitutes a basis for personal data processing, the Parties shall be under the obligation to return to the other Party any and all media and environment where the personal data transferred to it by the other Party or obtained in the name of the other Party are recorded, in return for signature, and to delete and destroy the records available at hand.

The Parties shall fulfill the other Party's request for deletion, destruction, anonymization, alteration, etc. of personal data in accordance with the LPPD, EU GDPR and relevant secondary legislation.

If requested by the related data subject with respect to his/her personal data, in accordance with his/her rights listed in LPPD and article 11 of EU GDPR or if a complaint is filed against data controller with respect to the obligations of Parties pursuant to the applicable legislation, the Parties shall inform the other Party within three (3) business days, without providing any information to the related data subject. The Parties represent and warrant that they shall provide all kinds of support to, and cooperate with, the other Party about all requests and complaints received by them.

The Parties agree, declare and undertake that they shall promptly pay in a single sum the amount of losses demonstrated by the other Party with evidence, including but not limited to losses incurred by the other Party, employees of the other Party or third parties if the Parties fail to perform their covenants and obligations set out in the legal legislation or under this Agreement, and that otherwise these losses shall be set off with outstanding claim amounts and/or guarantee amounts with the other Party. The Parties reserve their right of recourse for balance amounts.

The Parties shall take into consideration the obligations of the other Party to third parties within the scope of their personal data processing activities which they carry out as required by the services hereunder.

The Parties shall be entitled to have recourse to the other Party for losses to be incurred by the other Party, legal administrative and penal sanctions to be imposed and the indemnity amounts which the other Party may be required to pay due to violation of the provisions of this Agreement on personal data processing by the Parties, business partners of the Parties or third parties that are transferred personal data, if and to the extent that the other Party has acted wrongfully based on violation.

The Parties agree, declare and undertake that they shall promptly pay the direct and indirect losses incurred by the other Party for the above-mentioned reasons in full and in cash upon the other Party's request.