

1-GENERAL EXPLANATIONS

These Terms and Conditions are general terms and conditions that apply to your access to and use (whether on the web or on your mobile devices that you will access) of the **Content** and **Services** (hereinafter, referred to as the stand-alone **Service** and together **Services**) provided on this website.

This **Site** and **Services** are operated by or on behalf of NTSS Training and Consultancy Ltd (hereinafter referred to as **we**, **our**, **us** or **NTSS**). **You** and **Your** words refer to you, the user of the Service.

Please read these terms and conditions carefully.

2-YOUR CONTRACT WITH US

You have completed our registration process and have read and confirmed these Terms and Conditions; or view, access, or use any of our **Services** that do not require registration. We recommend that you print a copy of these Terms and Conditions and keep a copy for your own records. These Terms and Conditions apply to all **Services**. In addition to these Terms and Conditions, there may be additional terms and conditions that apply to the individual **Services** that you must accept when you register with this **Service**.

3-GENERAL

We may postpone our rights arising from these Terms and Conditions for future use without losing. You agree that we may perform any part of our obligations to subcontractors or we may assign these Terms and Conditions or some of our rights or obligations without notice to you. You undertake not to assign, sell or otherwise transfer your rights or obligations arising from these Terms and Conditions.

We will not be liable to you for any breach of these Terms and Conditions for reasons beyond our control. You agree that, as a result of these Terms or the use of the Service, no joint venture, partnership, employment or agency relationship is established between you and us. These Terms and Conditions (and, if applicable, the additional terms and conditions of the Provider you agree to as part of the registration process when you register for a Service) constitute the entire agreement between you and us regarding your use of the Service and supersedes all previous Privacy Policy and Service agreements with respect to the Service. If any part of these Terms and Conditions becomes lawfully invalid or null, the invalid or null shall be replaced by a substance closest to the original purpose and the remainder of the Terms and Conditions shall remain in full force and effect. NTSS reserves the right to disclose any information that NTSS deems necessary to meet applicable legislation, regulations, legal proceedings or requests from government agencies.





4-HELP

If you have any questions or concerns regarding this Service, you can contact us by contacting us below or by filling out the Contact Form in the Contact section.

5-USER REGISTRATION

You accept to provide accurate, up-to-date and complete information on fields that are required to be filled in when registering for the Service. Following your registration, you will need to set a password for your username to access the Service and pages that require registration. You are responsible for all actions that occur as a result of your access to the Service with your password. It is your responsibility to ensure the security of your password and the device you use when accessing the Service. Any violation of these Terms and Conditions by any person for whom you have disclosed your password will be considered as a breach by you. If your password is learned by an unauthorized person, please notify us immediately of this error or mistake. We reserve the right, at our sole and absolute discretion, to change your password and username at any time. For certain Services, you may need to select a user name and password.

For any "Service": The user email address you select may not be obscene, threatening, racist, divisive, humiliating, contrary to national security, indivisible integrity of the state with the country and nation, and defamatory to third parties or infringe on the intellectual property or proprietary rights of any third party; and we reserve the right, in our sole and absolute discretion, to refuse and block your use of this username, with or without notice, if we believe that the email address selected by you is inappropriate. We may change your password for access from time to time, and we will notify you of any changes using this information to the extent that the contact information you provide to us allows.

6-PAYMENT AND PAYMENT SECURITY

As a member, you can pay the fee for the trainings that we offer through our website via your credit card. NTSS reserves the right to carry out or stop collection services through the website. It may temporarily stop or cancel the service without notice, in whole or in part. Each payment transaction made by credit card is completed instantly with the approval of the member under SSL certificate security with at least 128 bit encryption (256 bit encryption according to browser support). NTSS cannot be held responsible for the problems in the infrastructure of cardholder banks and SSL certificate companies.

- The legal responsibility of the credit cards used in the system belongs to the cardholder.
- Credit card information is not stored on this system.

SSL Certificate

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In our system, a security protocol known as Secure Sockets Layer with short name SSL. This protocol ensures that information transfers between user-site, site-bank are encrypted and highly secure. For data protection, the traffic between the two parties on the Internet is encrypted, thus protecting privacy and integrity. In addition, 3D Secure system is used for your credit card security. You can find the details about 3D-Secure application below.

3D Secure

3-D Secure is an authentication system developed by card companies for secure online shopping. Verified by Visa is the application of the system prepared for Visa credit card usage and SecureCode is the name of the application prepared for MasterCard credit card usage. Conditions for membership of 3D Secure application: You can easily subscribe to the system in three steps, once.

- If the card issuer supports 3D Secure application, you can register to the system through the 3D Secure window that will be opened before or during shopping.
- At registration, you only need to define a personal password for 3D Secure transactions with a single password for some banks and a separate password for each transaction with some banks.
- After registering, you can continue your shopping process where you left off and complete the transaction safely.

Cancellation / Refund

- Cancellation and refund transactions made over the internet cannot be made through our website.
- In the case of payments made over the Internet, refunds of the refundable payments are made only to the credit card used in the payment transactions.
- In case of the credit card used for payment has expired or has been canceled;
 - If the cardholder uses another card from the same bank, the cardholder's account is returned.
 - If the cardholder has stopped working with the bank, you must mail it to our address in the official letter received from the bank.

7-YOUR USE OF SERVICES

Any material or Content (including software, data, applications, information, text, photographs, music, sound, images, graphics, logos, symbols, drawings, and other material or moving images; All copyrights, trademarks, patents, and other intellectual property rights relating to, but not limited to) contained in or accessible through the Services (Content) are our property, or their license/use rights have been transferred/granted to us by the owner or owners as part of the Services. If you wish to do anything else with the content, you must first obtain the written permission of the owner of the rights to this material. All rights are expressly reserved.



We grant you only a non-exclusive and non-transferable right to view and use the Service and Content with your computer, mobile device or other means of access for a private, non-commercial purpose and subject to your compliance with these Terms and Conditions. You may copy the Content for personal use on your own computer, mobile phone or other access device, and to the extent necessary for the proper use of the Service or the Content, provided the copyright holder gives the copying. You may not transfer or allow any Content (in whole or in part) to third parties unless expressly authorized; or You may not modify, process, reformat, or adapt or adapt it in any other way. The Site and the Service offered on the Site may not be used in a manner that is related to the integrity of the NTSS brand and / or one-to-one use or adaptation and may not be used without limitation. It is prohibited to use the Services in this manner or to create another Service.

8- SERVICES THAT REQUIRE REGISTRATION

If you are an NTSS individual subscriber, you can purchase our e-learn trainings from the Site and register for the announced class trainings and update your personal information. Verification is determined by NTSS, and suspicious data can be re-confirmed or user registration can be cancelled for your safety.

9- PROHIBITED USE OF THE SERVICES AND/OR CONTENT

You and the persons to whom You have granted the right to use the Service and Content by providing access to the Service shall not be able to:

- Copy, disclose, modify, process, reformat, display, distribute, license, disseminate, sell, replace, transfer, transfer, providing hyperlink to them, reverse engineering or disassembling the Content and/or the Service, or any portion thereof, in a manner different from that described in this Agreement or using the Content and / or Services or any part thereof in a manner different from that set forth in this Agreement, hyperlinking (including deep-links) or creating from the Content and/or Service;
- Copy the NTSS home page or create a separate frame around the Service or any part of the Content (known as framing));
- Use the Service or the Content for any commercial purpose without permission;
- Use the Service and any information accessed through the Service for illegal purposes;
- Any message that is obscene, pornographic, threatening, racist, divisive, humiliating, contrary to national security, contrary to the indivisible integrity of the state with its country and nation, insulting third parties, exhibitionist, inappropriate, disrupting confidence or otherwise illegal, use the Service to publish, upload or transmit information or pictures;
- Harassing, threatening, impersonating or otherwise violating the rights of others, including confidentiality rights;

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- In order to prevent other users from using and take advantage of the Service or any other website, unauthorized access to other computers, hacking, excessive traffic requests, probing or port scanning, virus, e-mail bombing, chain letters or injecting pyramid schemes;
- Collecting and processing personal data of other persons in contradiction with the legislation;
- Advertising or making offers for the sale of the Product or Service;
- Infringe the intellectual property rights of others, including copyright;
- Use the Service to collect information about the users of the Service, or to send or otherwise distribute junk or bulk e-mail (known as spam) unauthorized or unpermitted;
- Use the Service or the Content in our sole and absolute discretion, in a manner that we believe is inappropriate or unacceptable, or that there is a possibility of damaging our brand and reputation.

You will be responsible for any misuse of the Service or Content, even if it is caused by someone else using your access to the Service or the Content. We have the discretion to delete, remove, modify, or refuse any material that you or third parties have placed or attempted to do with the Service; We reserve the right to take any other action we deem necessary. If you wish to notify us of any "Content" or any third party material that you reasonably believe will violate these Terms and Conditions in the Content or the Service, please do so. Any investigation or breach of information security (in accordance with our Privacy Policy) will be cooperated with the law and other competent authorities and your personal data may be shared with the government and/or judicial authorities under the law.

10-YOUR PERSONAL DATA

For NTSS, confidentiality of personal data is very important. The security of your personal/corporate personal data are protected by NTSS under the general provisions and the Personal Data Protection Law No. 6698. Personal data shall not be used, copied, processed, distributed or published by any third party in any way other than the court/prosecution decisions or the express written consent of the data subject. Our use of personal data will be governed by the Privacy Policy, which forms part of this Agreement. **PLEASE DOWNLOAD AND READ THE** <u>DATA PROTECTION POLICY</u> **CAREFULLY.** This policy addresses your rights and obligations with respect to your personal information, including how we use personal information and who we provide to you under certain circumstances.

11- LOADING CONTENT AND RESPONSIBILITY

If any of our Services allows you to download Content to your mobile phone, personal computer, personal digital assistant or other means of access, you must comply with the following terms. You may save this Content on your access device, but it is strictly forbidden to save, modify, copy, distribute, process, transmit or otherwise access this Content to any one or more third parties (unless expressly permitted). In order to receive the Content you have selected, you must set the personal settings on your access device accordingly. By registering the Services, you confirm that your access device supports the

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downloading of the relevant Content. If you are unsure of this, you should check the information on the Site, refer to your device manual or contact the manufacturer of your access device. If you attempt to download Content to an unsuitable access device, we cannot be held responsible for this and regardless of the result, you must pay the required fee. Without limitation, we shall in no way be liable for any failure, error or delay arising from the display of the Content for one or more of the following reasons:

- (a) You provide the wrong telephone number or other incorrect information before the request is made;
- (b) your message inbox is full and you do not receive extra messages;
- (c) your phone is switched off, inaccessible for any reason; or
- (d) any other reason beyond our reasonable control.

You are solely responsible for the use of our Services on the Site. NTSS; site failure, errors, viruses or errors that may affect your computer is not/can never guarantee. NTSS cannot guarantee that e-mails sent over the Internet are completely secure as they may be subject to any interruption, tracking, loss or alteration. We accept no responsibility for any damages arising out of these e-mail messages or any damages resulting from the e-mail messages sent to you by NTSS or from you.

12- COOKIES

Cookies are used as part of our interaction with your browser to provide you with a better service and a more effective Site. Cookie is the information that is sent to the visitor's computer during the visit of the website. Cookies allow us to track the navigation that a visitor follows on the Site .A person cannot be recognized by us unless he/she voluntarily give us personal data online. This information may not be shared or sold for the purpose of marketing with independent organizations.

You can set up your browser software to notify or deny the existence of a cookie. This method may vary from browser to browser and versions. For this reason, please search the help screen of your internet browser.

If you refuse cookies on your web browser, some of our services may not be accessible or may not function at all.

13- SECURITY

Take the utmost care to keep the password you set for your individual/corporate subscription transactions secure and confidential and take the necessary precautions to prevent unauthorized use. Do not disclose your password by telling it to a third party, including NTSS staff, and/or storing it in a way that makes it understood by third parties, or leaving the computer screen unattended after logging in to the Site. Do not use easily predictable passwords such as birth date, anniversary, phone number. Since you are a member of the Site by ratifying the Agreement, the provisions of the Agreement are valid. You must immediately notify us of any unauthorized access to your name through the Site, any suspected or unauthorized order PR02-FR-09 / Rev.00 / 22.08.2019 Sayfa 6 / 9



given to you or if you suspect that someone knows your password. To do so, you can call NTSS or e-mail us. In such cases, you should change your password immediately. The banks and law enforcement agencies may need your help in trying to compensate for any losses. For this reason, and where we believe it will help to compensate or prevent losses, we will be able to provide information about your personal data to law enforcement or related third parties.

14-INTELLECTUAL PROPERTY

NTSS reserves the copyrights on page screen pages, information, all kinds of Content, themes and materials and the arrangement thereof. All copyrights, registered trademarks, patents and/or other intellectual and industrial property rights regarding the information and materials contained in the site are reserved on behalf of NTSS. In this context, no explicit or implied, full or simple permit-license is granted. You may print, copy, download or temporarily store files on the Site while using our Products and Services or for your personal information. However, nothing on the Site can be changed. Otherwise, it will require legal and criminal proceedings according to intellectual and industrial property legislation. Any other use of the Site is prohibited unless written permission from NTSS is obtained. No one may use or link a particular part of the Site to another web site without the prior written consent of NTSS. NTSS and the NTSS logo and services and products and characters branded as a whole are registered trademarks of NTSS registered trademark, logo or brand name may not be used or reproduced without permission and domain name and similar domain and sub-domain names may not be used in any way.

15-USAGE OF THE SITE

At this time, there is no charge for use of the Site. However, NTSS reserves the right to do so in the future. You are already agreeing to and agree to pay the reasonable fee that NTSS may determine for the purpose of conducting individual / corporate business and transactions related to subscription through the Site. However, you will be notified of this change by mail, e-mail, text message or other means before any such charge is made and before you make any notice to NTSS. Following the notification, your continued use of the service will be deemed to have accepted the proposed fee change.

15-THIRD PARTY SITES, LIABILITIES AND DISCLAIMER

You acknowledge that we have no control over the security or subject matter of third party content transmitted or accessed through the Service, and we are not responsible for the transmission or reception of any illegal or illegal content. Pursuant to Article 4 of Law no. 5651, the content provider is not responsible for the content of the person to whom it links. The Services may be used by you to connect to other websites, resources and/or networks. We are in no way responsible for the content or Services of these third-party sites. We will make every effort to ensure the security of your communications; however, your communications pass through third party networks/lines that are not under our control.

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The Internet is not a secure environment. Unwanted programs or materials can be downloaded without your knowledge, so that unauthorized persons can access information stored on your computer or mobile phone, PDA, or similar device. These programs, probably without your knowledge, you can make transactions you did not authorize. The hyperlink we provide to other locations on the Site, is for informational purposes only. You are at your own risk of following links to other websites or pages, and NTSS will not accept any responsibility or liability for any damages resulting from this link. If there are links to downloadable software sites, they are for convenience only. We accept no responsibility for any loss or damage arising from your use of the Internet and/or third party websites or consequences of downloading the software. Use of any downloaded software is subject to the terms of the license agreement, if any, provided with or accompanying the software. No information, product or Service of such persons. Our written permission must be obtained before a hyperlink link can be created from any third party website to any NTSS website. Such use may incur charges. NTSS is not liable for any loss or damage suffered by You or any third party due to such connection.

16-COMPENSATION LIABILITY

Any damages, including damages incurred by us or our Providers as a result of claims made by any third party due to your use(or any person providing access to this Service with your password) of the Service in violation of these Terms and Conditions and/or violation of these Terms and Conditions, In the event of loss, prosecution, claim of compensation or expense, you accept irrevocable compensation for damaging us and our Providers. We will notify you of any request made to us or our Providers, and you give us and/or our Providers full authority to defend, reconcile or resolve such requests, and provide us and/or our Providers with all reasonable assistance in defending them.

17- SUSPENDING AND TERMINATION OF THE SERVICE

Service provided on the site; For maintenance or repair work; To update or upgrade the Content or the functionality of the Services in due course; We have the right to suspend if we believe you have or may be in violation of these Terms. If we suspend your access to the Services to investigate or prevent a possible breach of the terms and conditions of this Agreement, this Agreement will continue to apply for the duration of such suspension.

We may terminate your access to all or part of the Service: If we terminate your access to the Service, we have the right to delete all information, e-mails and data that you have stored in the Service. For this reason, we recommend that you keep copies of all information, if any, on any other storage device separate from the Service. NTSS; may withdraw or modify the Services it provides on the Site at any time for technical, commercial or operational reasons or for public interest reasons. In the event that the Services are terminated by NTSS, you shall be notified of such a reasonable period of time before the Services are terminated. It may not always be possible to give advance notice depending on the reason for



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the termination, restore back or change. Termination will affect neither our rights nor our obligations. You may stop the Service at any time by following the instructions on the Site or by contacting us as described in Article 4 above. Discontinuation of the Service will not affect your obligation to pay the fees for the Services used by you or the cost of any third-party goods or Services purchased during the use of the Service.

18- LAW AND DISPUTE RESOLUTION

These provisions shall be governed by and construed in accordance with Turkish law and you and we agree that the Central Courts of ANKARA have non-exclusive jurisdiction over the resolution of the dispute . I HAVE READ AND AGREE TO ALL THE ABOVE PROVISIONS IN ACCORDANCE WITH MY EXPRESS AND FREE WILL STATEMENT.

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