

Data Processing Agreement

Article 28 GDPR · KVKK · Last revised: 27.10.2026

Company	AltınSoft Bilişim Teknolojileri Tic. Ltd. Şti.	Tax Office / No	Babaeski / 0640383341
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This Data Processing Agreement (“DPA”) forms part of the Terms of Service between AltınSoft Bilişim Teknolojileri Tic. Ltd. Şti. (“ALTINSOFT”) and the Customer and applies whenever ALTINSOFT processes personal data on the Customer’s behalf in providing the Services. It is accepted together with the Terms of Service; a copy signed by ALTINSOFT is available on request. This English version is provided for convenience; in case of any discrepancy, the Turkish version prevails, except for the Standard Contractual Clauses, which apply in their official wording.

1. Definitions

Terms such as “controller”, “processor”, “personal data”, “processing”, “data subject”, “personal data breach” and “supervisory authority” have the meanings given in the Data Protection Laws. In this DPA:

- **Data Protection Laws** means the EU General Data Protection Regulation 2016/679 (“GDPR”), the GDPR as it forms part of UK law (“UK GDPR”), the Turkish Personal Data Protection Law No. 6698 (“KVKK”) and any other data protection law applicable to the processing under this DPA.
- **Customer Personal Data** means personal data that the Customer, or anyone on its behalf, stores on or processes through the servers and other resources of the Services.
- **Sub-processor** means a third party engaged by ALTINSOFT that processes Customer Personal Data.
- **Standard Contractual Clauses** or **SCCs** means the clauses annexed to Commission Implementing Decision (EU) 2021/914.

2. Roles and Scope

For Customer Personal Data, the Customer is the controller (or, where it acts for its own clients, a processor) and ALTINSOFT is the Customer’s processor (or sub-processor). The Customer decides what personal data it stores on the Services, for what purpose and on what legal basis, and is responsible for informing data subjects and for the lawfulness of its processing.

This DPA does not cover the data ALTINSOFT processes as a controller to run the Customer’s account (for example identity, contact, billing and payment data); that processing is described in the Privacy and Security Policy.

3. Details of the Processing

Subject matter	Provision of infrastructure services (virtual and dedicated servers and related resources) on which the Customer stores and processes data.
Duration	The term of the Services, plus the period until deletion under section 11.
Nature and purpose	Storage of data on the Customer's server resources and the technical operation, maintenance and security of the infrastructure. ALTINSOFT does not access the content of Customer Personal Data except as set out in section 4.
Types of personal data	Determined solely by the Customer; any personal data the Customer chooses to store, which may include special categories of personal data if the Customer so decides.
Categories of data subjects	Determined solely by the Customer; for example its employees, customers, users and website visitors.
Location	The data centre country the Customer selects when ordering each Service. ALTINSOFT personnel may access the infrastructure remotely from Türkiye.

4. Processing on Instructions

ALTINSOFT processes Customer Personal Data only on the Customer's documented instructions, including with regard to transfers to third countries, unless required to do so by Union, Member State or Turkish law; in that case ALTINSOFT informs the Customer of that legal requirement before processing, unless the law prohibits such information. The Terms of Service, this DPA, the Customer's configuration of the Services and the Customer's support requests are the Customer's documented instructions. ALTINSOFT accesses the content of Customer Personal Data only where the Customer asks for it (for example in a support request) or where required by law, and only to the extent necessary. ALTINSOFT immediately informs the Customer if, in its opinion, an instruction infringes the Data Protection Laws.

5. Confidentiality

ALTINSOFT ensures that persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6. Security

ALTINSOFT implements the technical and organisational measures described in Annex 2 to ensure a level of security appropriate to the risk, as required by Article 32 GDPR and Article 12 KVKK. Security within the Customer's servers (operating system, applications, access credentials, encryption of stored data and backups of its own data) is the Customer's responsibility, unless the Customer purchases a service from ALTINSOFT that expressly covers it.

7. Sub-processors

The Customer gives ALTINSOFT general authorisation to engage Sub-processors, in particular the data centre and infrastructure providers operating the facilities in the countries where the Services are offered. The current list of Sub-processors is available to the Customer on request through the channels in section 15. ALTINSOFT

informs the Customer of any intended addition or replacement of a Sub-processor at least thirty (30) days in advance by email or through the Site. The Customer may object on reasonable data protection grounds within that period; if the parties cannot resolve the objection, the Customer may terminate the affected Service.

ALTINSOFT imposes on each Sub-processor, by contract, data protection obligations providing at least the level of protection of this DPA and remains liable to the Customer for the performance of its Sub-processors' obligations.

8. International Transfers

ALTINSOFT is established in Türkiye, which is not covered by an adequacy decision of the European Commission. To the extent that the processing under this DPA involves a transfer of Customer Personal Data subject to the GDPR to ALTINSOFT or to a Sub-processor in a third country, the Standard Contractual Clauses are incorporated into this DPA by reference and apply as follows: Module Two where the Customer is a controller and Module Three where the Customer is a processor; the Customer is the data exporter and ALTINSOFT the data importer; Clause 7 does not apply; under Clause 9(a), Option 2 applies with the notice period in section 7; the optional wording in Clause 11 does not apply; under Clause 13, the competent supervisory authority is that of the Member State where the Customer is established or, if the Customer is not established in the EU, where its representative is, or otherwise where the data subjects concerned are; under Clauses 17 and 18, the law and courts of Ireland apply. Annexes I and II of the SCCs are completed by section 3 and Annex 2 of this DPA. For transfers subject to the UK GDPR, the International Data Transfer Addendum issued by the UK Information Commissioner applies in addition. ALTINSOFT carries out the assessment required by Clause 14 and informs the Customer of requests from public authorities as required by Clause 15. In the event of conflict, the SCCs prevail over this DPA.

9. Assistance to the Customer

Taking into account the nature of the processing, ALTINSOFT assists the Customer by appropriate technical and organisational measures in responding to data subjects' requests. If ALTINSOFT receives a request from a data subject relating to Customer Personal Data, it forwards the request to the Customer and does not respond itself unless the Customer authorises it. ALTINSOFT also assists the Customer, taking into account the information available to it, in ensuring compliance with its obligations on security, personal data breach notification, data protection impact assessments and prior consultation (Articles 32 to 36 GDPR). Assistance beyond the standard features of the Services may be charged at reasonable cost.

10. Personal Data Breaches

ALTINSOFT notifies the Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data and provides, as far as available, the information the Customer needs to meet its obligations under Article 33 GDPR: the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences and the measures taken or proposed. Information may be provided in phases where it is not available at once.

11. Deletion at the End of the Services

The Customer is responsible for retrieving its data before a Service ends. After a Service ends, ALTINSOFT deletes the Customer Personal Data stored on that Service's resources, unless Union, Member State or Turkish law requires its storage. On request, ALTINSOFT confirms the deletion.

12. Information and Audits

ALTINSOFT makes available to the Customer all information necessary to demonstrate compliance with this DPA and Article 28 GDPR, and allows for and contributes to audits, including inspections, conducted by the Customer or an auditor mandated by it. Audits are requested at least thirty (30) days in advance, take place no more than once a year unless required by a supervisory authority or following a personal data breach, are carried out during business hours without disrupting the Services or the security of other customers, are subject to confidentiality and are at the Customer's cost. ALTINSOFT may first answer an audit request with documentation and written answers. ALTINSOFT may not give access to the facilities of Sub-processors except to the extent their own terms permit.

13. KVKK

Where the KVKK applies, ALTINSOFT acts as a data processor (veri işleyen) within the meaning of the KVKK and is jointly responsible with the Customer for taking the security measures under Article 12 KVKK; transfers abroad are made in accordance with Article 9 KVKK.

14. Liability and Precedence

Each party's liability under this DPA is subject to the limitations in the Terms of Service, except where the Data Protection Laws or the SCCs do not permit limitation, including the rights of data subjects. In the event of conflict, the SCCs prevail over this DPA, and this DPA prevails over the Terms of Service with regard to the processing of Customer Personal Data.

15. Contact

Data protection questions, requests for the Sub-processor list, audit requests and notices under this DPA: destek@altinsoft.com · Registered email (KEP): altinsoft.bilisim@hs01.kep.tr · +90 850 303 81 59 · Fevzi Çakmak Mah. Gazi Mustafa Kemal Bulvarı No:30 Veli Abalı Apt. D:8 Babaeski / Kırklareli – Türkiye.

Annex 2 • Technical and Organisational Measures

- **Physical security:** servers are located in professional data centres operated by infrastructure providers with controlled physical access.
- **Access control:** access to infrastructure and administrative systems is limited to authorised personnel on a need-to-know, role basis with personal credentials; access rights are updated on role change and removed on departure; access and operations are logged.
- **Customer account security:** encrypted connections (TLS) to the Site and customer panel; customer passwords stored as one-way hashes; two-step verification with passkeys, authenticator apps and backup codes.
- **Network security:** firewalls and malware protection; security updates applied as vulnerabilities become known; regular penetration tests.
- **Data protection in our systems:** secret keys of service providers stored encrypted; files containing personal data stored with restricted access and/or encrypted and transferred encrypted; data masking where appropriate.
- **Availability:** regular backups of ALTINSOFT's own systems for business continuity.
- **Organisational measures:** confidentiality and information security agreements signed by all employees; data protection training at least once a year; data processing agreements with Sub-processors.
- **Incident handling:** personal data breaches are assessed and notified as described in section 10.