

Terms of Service

General Service Agreement · Last revised: 27.10.2026

Company	AltınSoft Bilişim Teknolojileri Tic. Ltd. Şti.	Tax Office / No	Babaeski / 0640383341
MERSIS No	0064038334100001	Trade Registry No	3171
Phone	+90 850 303 81 59	Email	destek@altinsoft.com
Registered Email (KEP)	altinsoft.bilisim@hs01.kep.tr	Hosting Provider Certificate No	YS-388
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THESE GENERAL TERMS OF THE SERVICE AGREEMENT CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ THEM CAREFULLY BEFORE ACCEPTING.

1. General Provisions

These General Terms of the Service Agreement (this “Agreement”) are concluded between AltınSoft Bilişim Teknolojileri Tic. Ltd. Şti. (hereinafter “ALTINSOFT”), residing at the address stated above, carrying out research and development, national/international sales and marketing, accounting and invoicing, call centre and online support activities at that address, and registered with the Babaeski Tax Office under tax number 0640383341, and the natural and legal persons who open an account with ALTINSOFT, are registered as customers or receive services (hereinafter “You” or the “Customer”). This Agreement enters into force on the date it is accepted electronically.

This Agreement governs the general terms and conditions of www.altinsoft.com and the other websites operated by ALTINSOFT, the customer panel (together, the “Site”) and all products and services offered through the Site (together, the “Services”); it applies together with the terms and conditions specific to the Services you purchase or access through the Site.

By accepting this Agreement electronically, you confirm that you have read and understood this Agreement and the policies and agreements published on the Site to which it refers, and that these provisions are binding on you.

Information about the Customer’s payment method, membership and order is transferred, for the purpose of carrying out the payment and preventing, investigating and detecting payment irregularities, to the payment institutions licensed under Law No. 6493 on Payment and Securities Settlement Systems, Payment Services and Electronic Money Institutions with which ALTINSOFT works (İyzi Ödeme ve Elektronik Para Hizmetleri A.Ş. (“iyzi-co”) and Paytr Ödeme ve Elektronik Para Kuruluşu A.Ş. (“PayTR”)), and is processed and stored by these institutions in accordance with the current version of their privacy policies. This transfer is made under Article 5(2) of the Turkish Personal Data Protection Law No. 6698 (“KVKK”) for the establishment and performance of the contract and the fulfilment of legal obligations.

The principles governing the processing of your personal data are explained in the Privacy and Security Policy and the Personal Data Protection Policy published on the Site. With regard to personal data the Customer keeps on the Services it purchases, ALTINSOFT acts as a processor and that processing is governed by the Data Processing Agreement published on the Site, which forms an annex to this Agreement.

In this Agreement, the terms “we”, “us” and “our” refer to ALTINSOFT; the terms “You”, “Your”, “Customer” and “User” refer to all persons and organisations that accept this Agreement.

ALTINSOFT may amend or renew this Agreement and the policies and agreements incorporated into it. Amendments enter into force on the “Last revised” date stated in the publication on the Site and/or in the notice sent to the Customer’s registered email address. In the case of material amendments to the Customer’s detriment, the Customer may terminate this Agreement by the effective date by not accepting the amendment. Amendments do not change the terms of service periods paid for before their effective date.

Consumer rights are reserved. If the Customer is a consumer within the meaning of Law No. 6502 on Consumer Protection, the mandatory consumer legislation, including the right of withdrawal, defective services, unfair terms and the competent consumer arbitration committees and consumer courts, applies instead of the provisions of this Agreement that are to the consumer’s detriment. No provision of this Agreement may be interpreted so as to remove rights granted by law that cannot be excluded by contract. If you are a consumer residing outside Turkey, the mandatory consumer protection rules of your country of residence also remain unaffected.

This English version is provided for convenience. In case of any discrepancy between the Turkish and English versions, the Turkish version prevails.

2. Conditions for Using the Site’s Services

Only persons with the legal capacity to enter into binding contracts under applicable law may use the Site and the Services. By using the Site and the Services, you represent, warrant and undertake that (i) you are at least eighteen (18) years old and/or (ii) you otherwise have the capacity to enter into binding contracts under applicable law.

If you conclude this Agreement on behalf of a legal entity or organisation, you represent, warrant and undertake that you are authorised to represent and bind that organisation under the provisions of this Agreement. In that case, the terms “you”, “your” and “User” refer to that organisation. If, after you accept this Agreement electronically, it is determined that you are not authorised to bind the organisation, you will be personally liable for the obligations arising from this Agreement, including payment obligations.

ALTINSOFT is not liable, unless it is at fault, for losses or damage arising from its reliance on instructions, notices, documents or similar communications that reasonably give the impression of being authentic and of coming from an authorised representative of your organisation. If there is reasonable doubt about the authenticity of such a communication, ALTINSOFT may request additional verification; however, this is not an obligation of ALTINSOFT.

ALTINSOFT has no means of determining on its own that natural persons acting as authorised representatives of an organisation have left that organisation. The organisation must notify ALTINSOFT of this without delay; if it fails to do so, the organisation and the natural person concerned are liable for any resulting pecuniary and non-pecuniary damage. Since ALTINSOFT cannot separately investigate the actual ownership of a service, the person and organisation information in ALTINSOFT’s records is taken as the basis. Persons acting on behalf of an

organisation should therefore make all registrations in the organisation's name. Unless ALTINSOFT is at fault, ALTINSOFT cannot be held liable for any damage, including damage suffered by third parties, arising from ALTINSOFT relying on its own records because no such notice was given.

3. Accounts; Disclosure of Data

3.1 Customer Account

To access certain features of the Site and use certain Services, you need to create an account (the "Account" or "Customer Account"). You represent, warrant and undertake that all information you provide when creating your Account is accurate, current and complete and that you will keep it accurate, current and complete. If it is determined that the Account information is untrue, inaccurate, expired or incomplete, ALTINSOFT reserves the right to take the necessary measures, including suspending or terminating the Account and cancelling the membership and services.

You must keep your Account information confidential, including your customer number/login ID, password, two-step verification tools, payment methods and other security information. You are responsible for the transactions carried out through your Account, except for those caused by ALTINSOFT's fault.

You must inform ALTINSOFT immediately of any security breach or unauthorised use of your Account. ALTINSOFT is not liable for losses you suffer from unauthorised use that is not caused by its own fault. You are liable for damage suffered by ALTINSOFT or third parties as a result of the use of your Account.

3.2 Disclosure of Data to Competent Authorities

Upon requests made in accordance with applicable legislation by the police, Chief Public Prosecutor's Offices, courts, the Information and Communication Technologies Authority ("BTK") and other competent administrative and judicial authorities, ALTINSOFT may share with the relevant authorities the information and documents you provided when creating your Account and afterwards, as well as the records kept as required by law (including traffic information and log records). Such sharing is based on the legal grounds of being expressly provided for by law and of fulfilling a legal obligation under Articles 5 and 8 of the KVKK, and the Customer's separate consent is not required.

Requests from foreign authorities are assessed within the framework of Turkish law, the rules of international legal assistance and the binding law of the country in which the service is actually provided (where the data centre hosting the server is located), and Article 9 of the KVKK is complied with when personal data is transferred abroad.

Where ALTINSOFT is approached with an allegation of infringement under the Industrial Property Law No. 6769, Law No. 5651 on the Regulation of Internet Publications and Combating Crimes Committed Through Such Publications ("Law No. 5651"), the Law No. 5846 on Intellectual and Artistic Works, the Turkish Penal Code No. 5237, the Turkish Commercial Code No. 6102 and other relevant legislation, ALTINSOFT fulfils the obligations imposed on it as a hosting provider by Law No. 5651 and the relevant legislation.

Upon notices of unlawful content and decisions of competent authorities, ALTINSOFT may take the necessary measures, including removing the content, blocking access, suspending or stopping the membership or the service and, to the extent permitted by law, sharing the content provider's information with the competent authorities. If ALTINSOFT becomes a party to a lawsuit or complaint because of the Customer's content or actions, the Customer is responsible for compensating ALTINSOFT for the damage it suffers, including damage suffered by third parties. Unless ALTINSOFT is at fault, ALTINSOFT cannot be held liable for carrying out instructions received from the authorised email address registered in the ALTINSOFT system.

3.3 Internal Service Transfer (Assignment of Service)

ALTINSOFT offers an internal transfer (assignment of service) option for some of its Services. For Individual Customers, a transfer request is initiated through the Customer Account by selecting the service to be transferred and entering the current Customer's Turkish Identity Number and the Customer Number to which the service will be transferred. For Corporate Customers, only the Customer Number to which the service will be transferred is entered.

A "Transfer Approval" notice is sent to the authorised email address registered in the system for the Customer who initiated the transfer. After the current Customer's approval, the request is forwarded to the Customer to whom the service will be transferred, and the transfer is completed when that Customer approves the request from their Customer Account. The Customer who initiated the transfer may cancel the request as long as the other party has not approved it. Transfer requests not approved by both parties are automatically cancelled within fifteen (15) days.

For Individual Customers, ALTINSOFT accepts the name, surname and address information in the billing details as the actual customer information; for Corporate Customers, it accepts the full trade name and address information in the billing details as the actual customer information. If the customer number and passwords are shared with third parties and those persons introduce themselves to ALTINSOFT, its employees or support team as the Customer and make requests, ALTINSOFT cannot be held liable for fulfilling those requests.

ALTINSOFT gives no guarantee as to whether a service is eligible for transfer, whether a transfer is possible or how long it will take to complete. ALTINSOFT is not responsible for disputes between the parties arising from the transfer. Decisions issued under domain name dispute resolution procedures (WIPO/UDRP and, for ".tr" domain names, the Domain Name Dispute Resolution Procedure) are an exception to the transfer provisions of this Agreement.

4. General Rules of Use

The Customer represents, warrants and undertakes to comply with the following rules.

The uses listed in this section, even if carried out by the Customer or by persons using the Customer's services, constitute unauthorised use and a material breach of this Agreement and of the policies and agreements published on the Site. In case of reasonable suspicion of unauthorised use, ALTINSOFT may suspend the relevant Services; if unauthorised use is established, it may terminate this Agreement with immediate effect by written notice (including by email) to the Customer. ALTINSOFT incurs no liability for compensation on this account.

4.1 The Customer uses the Site and the Services, and all content provided through them, in accordance with this Agreement and all applicable national and international legislation.

4.2 The Customer does not access the Site under the identity of another User, person or organisation without prior written permission, and does not provide content on behalf of another person or organisation without a power of attorney, written agreement or permission.

4.3 Without the prior written permission of the persons concerned, the Customer does not compile or make use of User Content or information belonging to another User, person or organisation that should not be disclosed to the public or that concerns their private life (personal data, information, documents and records that would violate the privacy of private life).

4.4 The Site, the Services and content may not be used:

4.4.1 in a manner constituting the offences and situations listed in Articles 8 and 8/A of Law No. 5651;

4.4.2 in a manner constituting the offences set out in the chapters of the Turkish Penal Code No. 5237 titled “Offences Against Honour” (Articles 125–131) and “Offences Against Private Life and the Secret Sphere of Life” (Articles 132–140);

4.4.3 in a manner constituting the offences set out in the chapters of the Turkish Penal Code No. 5237 titled “Offences Against Property” (Articles 141–169) and “Offences in the Field of Information Technology” (Articles 243–245/A);

4.4.4 in addition:

- in an illegal manner or in a manner that supports or encourages illegal activities;
- in a manner that constitutes, encourages or facilitates crime or fraudulent conduct (including fraud and phishing pages);
- by engaging in insulting, harassing or disparaging behaviour or supporting or encouraging such behaviour;
- by making statements that give rise to hatred and hostility, inciting the public to hatred and hostility, engaging in terrorist activities, or supporting or encouraging violence against people, animals or property;
- by sending unsolicited bulk email (spam) or unauthorised or unlawful advertising and promotional messages, storing or distributing data containing spam, engaging in computer or network hacking or password cracking, or supporting or encouraging such acts;
- by infringing the intellectual and industrial property rights of other Users, persons or organisations, or by storing or distributing links, file-sharing (torrent) files or archives thereof that lead to content infringing those rights;
- by storing or distributing obscene content that constitutes a crime or making it easier for others to access such content;
- by violating the privacy or personal rights of other Users, persons or organisations, or breaching your confidentiality obligations towards them;
- in a manner that disrupts the operation of the Site or the Services;
- in a manner that obstructs other customers of ALTINSOFT or third parties or harms the systems and networks of ALTINSOFT or third parties (including unauthorised network scanning and launching denial-of-service (DDoS) attacks); the Customer may not run processes and programs that it knows or should know produce such a result;
- by uploading or spreading viruses, worms, Trojan horses or similar code, files or programs designed to, or having the effect of, disrupting, overloading, restricting or damaging the functionality of software or hardware;
- by making false or misleading statements or unfounded and disparaging allegations about ALTINSOFT or its Services;

or for similar malicious purposes.

The Customer cannot claim to be unaware of the obligations arising from Law No. 5651 and the relevant legislation in connection with the service it receives, and must comply with amendments to that legislation during the service term without the need for separate notice.

4.5 The Customer may not copy or distribute all or part of the Site and ALTINSOFT Content to another medium without ALTINSOFT’s written permission.

4.6 The Customer may not modify or tamper with the Site or any part of the technologies related to the Site.

4.7 The Customer may not access ALTINSOFT Content or User Content through technologies or tools other than the Site itself or in ways other than those intended by ALTINSOFT. This provision does not restrict the Customer from accessing the Services it has purchased (servers, hosting, etc.) through the access methods provided by ALTINSOFT (remote desktop, SSH, control panel, API, etc.).

4.8 The Customer may not use the Site and ALTINSOFT Content for commercial purposes without ALTINSOFT's written permission. This provision does not restrict the Customer from using the Services it has purchased in its own commercial activities in accordance with this Agreement.

4.9 ALTINSOFT reserves the right to change, renew, partially modify or discontinue any element of the Site and the Services, including the prices and service fees on the Site. Price changes are applied in accordance with Section 14 and do not affect periods already paid for.

4.10 Service features are clearly communicated during the sale and delivery of the Services. The Customer may not claim compensation from ALTINSOFT because features not stated at the time of sale are not included in the relevant service. Statutory rights relating to defective performance are reserved.

5. Use of ALTINSOFT Content and User Content

In addition to the general provisions above, the provisions of this section apply to the use of ALTINSOFT Content and of User Content submitted to ALTINSOFT's corporate websites.

5.1 ALTINSOFT Content. All content on the Site and in the Services other than User Content, including text, software, scripts, source code, APIs, graphics, photographs, sounds, music, videos, interface features, trademarks, service marks and logos ("ALTINSOFT Content"), is owned by ALTINSOFT or ALTINSOFT holds the right to use it. This content is protected under the Law No. 5846 on Intellectual and Artistic Works, the Industrial Property Law No. 6769 and the intellectual and industrial property legislation of the Republic of Turkey and of foreign countries.

This Agreement grants no rights or licences under copyrights, trademarks, patents or design rights. ALTINSOFT reserves all rights in ALTINSOFT Content, the Site and the Services that are not expressly transferred.

5.2 User Content. Certain features of the Site or the Services may allow Users to view, submit, publish, share and store (a) thoughts, ideas, suggestions, comments or other information they wish to communicate ("User Submissions") and (b) literary, artistic, musical or other content, including photographs and videos (together with User Submissions, "User Content").

By submitting or publishing User Content on the Site or through the Services, you represent and warrant that (i) you have the right to publish this content because you own it or have obtained the necessary licences, permissions and authorisations in writing from the right holder, and (ii) you do not infringe the rights of third parties.

ALTINSOFT reserves its right of recourse against the Customer for damage it suffers or may suffer as a result of the Customer's actions in breach of the legislation or the rights of third parties.

5.3 Security. You agree not to circumvent, disable or interfere with the security-related features of the Site or the Services (including features that restrict the use or copying of ALTINSOFT Content or User Content).

6. ALTINSOFT's Use of User Content

This section applies to User Content submitted to ALTINSOFT's corporate websites (e.g. comment, review and similar areas). These provisions do not transfer your ownership or licence rights in content stored on the server and hosting Services purchased from ALTINSOFT. You are responsible for your own User Content, for content

provided through your Account and for the consequences of its distribution.

User Submissions: You agree that you make your Submissions entirely voluntarily and that your Submissions do not create any confidential relationship.

User Content other than User Submissions: If you have a website hosted by ALTINSOFT or another service provider, your ownership and licence rights in the User Content uploaded to that site remain with you.

However, if you submit or publish your User Content on the Site, you grant ALTINSOFT a worldwide, non-exclusive, royalty-free and sublicensable licence to use, reproduce, distribute, process, display and combine with other works such content in any medium and format, and to redistribute it for promotional purposes within the Site and the commercial activities of ALTINSOFT (and its affiliates), so that the content can be included in and used on the Site as provided in this Agreement. You also grant every User of the Site the right to access your User Content through the Site and to use it to the extent permitted by the functions of the Site, except for content you have marked as “private” or “password protected”. These licences end within a reasonable period after your User Content is removed or deleted from the Site. ALTINSOFT may keep server copies of User Content removed or deleted from the Site, provided that it does not distribute, display or use them, and only for the retention periods required by law.

7. Account Monitoring, Suspension and Termination

Under Law No. 5651, ALTINSOFT as a rule does not monitor User Content (on websites hosted by ALTINSOFT or uploaded to this Site) and is not obliged to check it. Nevertheless, ALTINSOFT reserves the right (but not the obligation) to review content and to decide whether User Content complies with this Agreement. To prevent the publication of content in breach of this Agreement, ALTINSOFT may remove any part of User Content and/or stop content submission without prior notice. If there are sufficient grounds to believe that a User is persistently engaging in unlawful conduct, ALTINSOFT may suspend or terminate the User’s access to the Site and the Services. If access is terminated for this reason, ALTINSOFT has the right to delete the data and files you keep on its servers, subject to retention obligations under the legislation.

ALTINSOFT is obliged to comply with the regulatory acts and decisions of the BTK and the Access Providers Association. The Customer may not claim pecuniary or non-pecuniary compensation from ALTINSOFT because of the fulfilment of these obligations.

If this Agreement is terminated by ALTINSOFT because of the Customer’s breach of this Agreement or the legislation, fees paid are not refunded. In other cases, refunds are made in accordance with Section 14 and the mandatory legislation.

8. Reservation of Additional Rights

ALTINSOFT reserves the right, where it deems necessary in order (i) to correct errors made by ALTINSOFT in providing or performing the Services (including domain name registrations), (ii) to correct errors made during domain name registration or to protect the integrity and continuity of domain name records, (iii) to ensure compliance with applicable national and international legislation, (iv) to comply with legal requests, including service of process, (v) to implement dispute resolution decisions, (vi) to defend itself in lawsuits that have been or may be filed, or (vii) to protect ALTINSOFT, its affiliates, managers, employees and representatives from civil or criminal liability, to withdraw, block, cancel, terminate, suspend, lock or freeze access to Accounts or Services, to cancel domain name registrations and, in accordance with the legislation, to delete, share or modify data.

ALTINSOFT reserves the right to review Customer Accounts for excessive disk space, excessive system resource or bandwidth use and to charge additional fees to, or suspend and/or terminate, Accounts exceeding the permitted levels.

The Customer accepts that the service provided by ALTINSOFT may, when necessary, be provided by another operator. In that case, ALTINSOFT may, after informing the Customer in advance, share the Customer information needed for the continuation of the service with the new operator in accordance with the KVKK. Full card numbers and card security codes are not stored in ALTINSOFT systems; saved cards are kept only as the token issued by the payment institution and the masked card number, and can be used only under the rules of the relevant payment institution.

9. Anti-Spam Policy, Contractual Penalty

The Customer may not send unsolicited bulk and/or commercial messages over the internet (spam), emails that disturb internet users because of their language, frequency or file size, or commercial electronic messages without the recipient's consent. The Customer must comply with Law No. 6563 on the Regulation of Electronic Commerce and the Regulation on Commercial Communication and Commercial Electronic Messages (including the recipient consent and Message Management System (İYS) registration obligations) for commercial electronic messages. A Customer with its own SMTP server, whether or not it receives SMTP service from ALTINSOFT, may not operate that server unprotected and open to third parties in a way that facilitates spam. Such messages damage trust in ALTINSOFT and may overload ALTINSOFT systems, causing disruptions to the services provided to other Customers.

The Customer accepts that it has read, understood and accepted this Anti-Spam Policy, and that ALTINSOFT may immediately terminate any Account it determines to be connected with spam or unauthorised bulk email. In addition, where the actual damage cannot reasonably be calculated, the Customer accepts, represents and undertakes to pay ALTINSOFT a contractual penalty of USD 1.00 (one US dollar) per message for each spam or unsolicited bulk email sent from, or otherwise connected with, its Account.

10. Trademark and/or Copyright Claims

ALTINSOFT supports the protection of intellectual and industrial property rights. Right holders may send notices that their rights are being infringed through ALTINSOFT services to the contact addresses in Section 20; ALTINSOFT handles such notices in accordance with Law No. 5651 and the relevant legislation.

11. Links to Third-Party Websites

The Site and the Services may contain links to third-party websites that are not owned or controlled by ALTINSOFT. ALTINSOFT assumes no responsibility for the content, terms and conditions, privacy policies or practices of third-party websites.

12. Legal Notice on Representations and Warranties

Subject to the mandatory legislation and statutory rights relating to defective performance, the Customer accepts, represents and undertakes that the risks of using the Site and the Services lie with it, and that the Site and the Services are provided “as is” and “as available”. This statement remains valid after the expiry or termination of this Agreement or after the use of the Site and the Services ends.

13. Limitation of Liability

The Customer declares that it has read, understood and accepted the following provisions.

13.1 ALTINSOFT's liability is not limited in a manner contrary to law. The limitations below do not apply in cases of intent and gross negligence, fraud and fraudulent misrepresentation, or death and bodily injury caused by the fault of ALTINSOFT, its employees, representatives or subcontractors.

13.2 ALTINSOFT is liable for damage suffered by the Customer as a direct and foreseeable result of ALTINSOFT's breach of this Agreement or failure to exercise reasonable care and skill; it is not liable for damage that is not direct and foreseeable. Damage arising from a series of connected events is treated as a single event for the purposes of this section.

13.3 ALTINSOFT's total liability to the Customer under this Agreement may not exceed the fees actually paid by the Customer for the Service in dispute during the twelve (12) months preceding the event giving rise to the damage.

13.4 ALTINSOFT is not liable for loss of profit, loss of business, business interruption or loss of opportunity of a Customer that uses the Services for commercial or professional purposes or for resale.

13.5 ALTINSOFT is not liable for damage caused by viruses, Trojan horses, unauthorised access or similar harmful elements affecting the services or systems that result from the Customer's failure to adequately protect its own systems, servers, software and access credentials, nor for acts of third parties for which it is not at fault.

14. Fees and Payment

ALTINSOFT communicates service fees at the time of order through the Site, a written document or email. The payment method used in the order must be kept valid as long as there is an active service in your Account.

When you order services through the Site, you agree to pay all fees communicated for the Services you purchase. Unless otherwise provided in this Agreement or in mandatory legislation, fees paid are not refunded even if the Services are suspended, terminated or transferred before the end of the service term. For new orders, the price published on the Site at the time of order applies.

Price changes. ALTINSOFT may change its prices for reasons such as inflation, exchange rates, increases in supplier and energy costs and changes in legislation. Increases in the renewal prices of existing Services are notified to the Customer at least thirty (30) days before they take effect and do not affect the period already paid for. If the Customer does not accept a price change that is not in its favour, it may leave without being affected by the change by turning off automatic renewal or terminating this Agreement within that thirty (30) day period.

You may request cancellation of certain Services purchased from ALTINSOFT. The refund period for a cancellation request may vary between five (5) business days and one full billing period. Refunds are made through the same channel as the payment method used in the order or, at your request, by loading the amount onto your ALTINSOFT Customer Account Credit balance. ALTINSOFT may combine some of its services and offer them as bundled products or campaigns. If an additional domain name registration service is included in a campaign bundle, the domain name registration fee is not included in the refund amount.

Right of withdrawal. Consumer Customers have a 14-day right of withdrawal under the Distance Contracts Regulation. However, under Article 15 of the same Regulation, the right of withdrawal cannot be exercised for services performed instantly in electronic form (e.g. server and hosting services delivered immediately upon order).

Unless otherwise stated in product-specific terms, you may pay Service fees by credit/debit card, bank transfer/EFT or the “ALTINSOFT Customer Account Credit” offered by ALTINSOFT for payments (each a “Payment Method”). For card payments, instalment options may be offered with commissions set by ALTINSOFT if the conditions set by ALTINSOFT are met. The number of instalments, conditions, eligible card types, banks and commissions are determined by ALTINSOFT and may be changed.

Automatic renewal. Some Services offer an automatic renewal option; details may vary from service to service. Services with automatic renewal turned on are renewed on the renewal date for the current service term (e.g. 12 months for a 12-month term, 24 months for a 24-month term) unless renewal is turned off, and the fee is charged to the Payment Method specified in the order at ALTINSOFT’s prices applicable on that date.

You are responsible for your Account settings, including your renewal settings and keeping your Payment Methods valid and up to date. Failure to do so may lead to interruption or loss of service; ALTINSOFT is not liable to you or third parties for this.

A Customer who does not wish to renew must turn off automatic renewal or notify ALTINSOFT in writing at least fifteen (15) business days before the renewal date. In that case, ALTINSOFT does not renew for the period following the current usage period. Upon termination of this Agreement for any reason, all records of the service on ALTINSOFT servers belonging to the Customer are deleted, subject to retention obligations under the legislation.

If the Customer has signed a service level agreement (SLA) with ALTINSOFT and has an outstanding balance more than thirty (30) days overdue, the “Service Credit” defined in the SLA does not apply. ALTINSOFT cannot be held liable for data loss resulting from payments not being made on time.

For security reasons, ALTINSOFT may stop payment transactions it deems necessary, confirm your payment by calling you for verbal approval and, where it deems necessary, require secure payment approval through 3D Secure.

14.1 Card Payment in Full / in Instalments

By accepting this Agreement, you entitle ALTINSOFT to collect service fees from the card you saved to your Account or used for payment. Card transactions are carried out through licensed payment institutions.

During the term of this Agreement, the Customer is responsible for keeping the card information used for collection up to date. If information such as the card’s expiry date changes, the Customer must update the card from the relevant section of the Customer Panel.

If collection from the card fails, ALTINSOFT reserves the right to suspend the relevant services and/or terminate this Agreement. The Customer acknowledges that it has been informed of possible data loss in that case.

14.2 Payment by Bank Transfer / EFT

If bank transfer/EFT is chosen as the payment method, payment must be made to ALTINSOFT’s bank account within seven (7) calendar days from a bank account opened in the name of the person or organisation specified in your Account; when the payment arrives, ALTINSOFT activates the service and informs you. The order code must be stated in the transfer description. Bank charges for payments are borne by the Customer.

14.3 Payment with ALTINSOFT Customer Account Credit

The ALTINSOFT Customer Account Credit is generally intended for fee refunds; at your request, your refund may be loaded onto your Customer Account Credit balance. You may also top up your Credit balance by bank transfer/EFT and, if your balance is sufficient, pay from this balance when ordering.

15. Indemnification

You agree to protect ALTINSOFT and its employees and to compensate all claims, costs (including attorneys' fees determined under the Attorneys' Minimum Fee Tariff) and other damage suffered by ALTINSOFT, its managers, employees and representatives as a result of (i) your use of the Site or the Services in breach of this Agreement or the legislation, (ii) your breach of the provisions of this Agreement or of the policies and agreements incorporated into it and/or (iii) your infringement of the rights of third parties, including intellectual and industrial property rights. The indemnification obligations in this section remain valid after the expiry or termination of this Agreement or after the use of the Site and the Services ends.

16. Force Majeure

16.1 Force majeure means events beyond the parties' control that cannot be prevented despite reasonable measures. These include, without limitation: failures in internet, data, network, electricity and telecommunications infrastructure and facilities not caused by ALTINSOFT's fault; widespread cyber attacks and denial-of-service (DDoS) attacks of extraordinary scale that cannot be prevented despite the protection measures taken; uncontrollable outages of data centre and infrastructure providers; natural disasters, fire, lightning and epidemics; war, mobilisation, acts of terrorism and civil unrest; strikes and lockouts; decisions and measures of public authorities; and import and export restrictions.

16.2 The party affected by force majeure is not deemed to have breached this Agreement and is not liable to the other party for delay and non-performance caused by it; the time for performance of the affected obligation is extended by the duration of the force majeure. The party that becomes aware of the force majeure notifies the other party without delay. This section does not apply to payment obligations that have fallen due.

16.3 If the force majeure continues uninterrupted for more than one (1) month from its start, the other party may terminate this Agreement without compensation by written notice specifying a termination date at least seven (7) days later. In that case, the fees paid in advance for the period that could not be performed are refunded to the Customer.

17. Governing Law and Dispute Resolution

Except for disputes subject to domain name dispute resolution policies, this Agreement is governed by and interpreted in accordance with the law of the Republic of Turkey, without regard to conflict of laws rules. The Kırklareli Courts and Enforcement Offices have jurisdiction over disputes arising from this Agreement. Provisions on mandatory mediation as a precondition to filing a lawsuit are reserved.

For Consumer Customers, under Law No. 6502 on Consumer Protection, the consumer arbitration committees at the consumer's place of residence or where the transaction was made have jurisdiction within the monetary limits announced each year by the Ministry of Trade, and the consumer courts have jurisdiction over disputes exceeding these limits.

18. Headings; Independent Undertakings; Severability

The headings in this Agreement are for ease of reference only and may not be used to interpret its provisions. Each representation and undertaking in this Agreement is interpreted separately and independently. If a competent court finds any provision of this Agreement unlawful, invalid or unenforceable, the other provisions of this Agreement are not affected and remain valid and enforceable to the extent permitted by law.

This document contains the general terms for the use of ALTINSOFT services; agreements and documents deemed necessary may be annexed to this Agreement. All relevant agreements published on ALTINSOFT's website on the date the service is provided form the scope of the service received from ALTINSOFT. The Customer declares that it has read and accepted the agreements relating to the service it receives.

19. Sanctions and Export Control

19.1 The provision of the Services may be subject to sanctions and export controls applied by the Republic of Turkey (including all public institutions and bodies, such as the Financial Crimes Investigation Board (MASAK)), the United Nations Security Council, the member states of the European Union and the European Free Trade Association, and the country where the data centre in which the Service is actually provided is located. The Customer accepts that it will not resell, export or transfer the Services to sanctioned countries ("Sanctioned Countries") or use them for the benefit of those countries, and will not use them for the benefit of, through, or in the countries of persons and entities on sanctions lists.

19.2 The Customer undertakes to comply with all legislation in this area, including export and import regulations. All liability arising from the use of the Services by the Customer or the Customer's own customers in breach of these rules lies with the Customer. The Customer ensures that its own customers also act in accordance with the applicable sanctions regulations.

19.3 The Customer represents and undertakes that, unless expressly permitted by a competent public authority, it will not use the Services for any unlawful purpose, including activities prohibited under sanctions decisions.

19.4 Without prejudice to the other provisions of this Agreement, if the Customer breaches this section, ALTINSOFT may terminate this Agreement immediately and without compensation by written notice and suspend the Services.

20. Contact Information

You can send us all your questions about this Agreement through the following channels:

- Email: destek@altinsoft.com
- Phone: +90 850 303 81 59
- Registered email (KEP): altinsoft.bilisim@hs01.kep.tr
- Address: Fevzi Çakmak Mah. Gazi Mustafa Kemal Bulvarı No:30 Veli Abalı Apt. D:8 Babaeski / Kırklareli – Türkiye