

## PRIVACY AND TERMS OF USE

Accessing, visiting, viewing the content of, or using in any manner the website with the domain name [www.dccustoms.com.tr](http://www.dccustoms.com.tr) ("Website") shall mean that you accept all terms and conditions set forth in this text, as well as the applicable legislation and relevant legal regulations in force.

If you do not accept these terms, it is recommended that you do not use the Website and terminate your access. Continued use of the Website shall be deemed as acceptance of this text by the visitor.

### 1. Website Information and Entry into Force

The Website is managed by DCS Dijital Gümrük Hizmetleri A.Ş.

These Privacy and Terms of Use shall enter into force as of the date of publication. DCS Dijital Gümrük Hizmetleri A.Ş. reserves the right to amend, update, or revoke this text without prior notice.

The updated text shall become effective as soon as it is published on the Website. Visitors are responsible for regularly following such updates.

### 2. Privacy and Protection of Personal Data

Personal data obtained during the use of the Website are processed within the scope of the Law on the Protection of Personal Data No. 6698 (KVKK).

Personal data shall not be processed and/or transferred to third parties for commercial or marketing purposes without explicit consent.

Data that has been anonymized in such a way that it completely loses its personal data characteristics may be used for statistical analysis and reporting activities. Anonymized data cannot, under any circumstances, be associated with an identified or identifiable natural person, and any processing activities carried out on such data shall not be considered as personal data processing. Detailed information regarding the processing of personal data can be accessed through the **Cookie Disclosure Text on the Processing of Personal Data** published under the [Personal Data Protection](#) section of our website.

### 3. Scope of Services and Informational Nature

The Website has been prepared for the purpose of providing general information about the field of activity of DCS Dijital Gümrük Hizmetleri A.Ş., the services it offers, customs technologies, and its corporate approach.

The content provided on the Website does not constitute:

- an offer,
- a commitment,
- a contract proposal,
- legal, financial, or technical consultancy.

Although DCS exercises reasonable care to ensure the accuracy and currency of the content provided on the Website, it does not provide any guarantee that such content will always be complete or up to date.

#### **4. Intellectual Property Rights**

All content available on the Website, including but not limited to texts, visuals, graphics, logos, designs, icons, software components, codes, and all other materials (collectively referred to as the "Content"), belongs to DCS Dijital Gümrük Hizmetleri A.Ş. The ATEZ product logos used within the scope of customs technologies are used pursuant to permissions, licenses, or usage rights obtained from the rights holder ATEZ Yazılım Teknolojileri A.Ş.

Such Content is protected under the Law on Intellectual and Artistic Works, the Turkish Commercial Code, and the relevant intellectual property legislation. Unauthorized copying, reproduction, modification, publication, or commercial use of the Content is prohibited.

#### **5. Website Usage Rules**

Visitors may not use the Website in a manner that is:

- contrary to law and applicable legislation,
- disruptive to public order,
- infringing upon the rights of third parties,
- damaging to the commercial reputation of DCS.

Any legal, administrative, or criminal liability arising from unlawful acts or use carried out through the Website shall belong to the visitor.

In the event that redirection is made from the Website to third-party websites, DCS shall not be responsible for the content or data processing activities of such websites.

#### **6. Limitation of Liability**

Without prejudice to more extensive liabilities arising from the mandatory provisions of the applicable legislation, DCS Dijital Gümrük Hizmetleri A.Ş. may only be held liable for damages arising from the use of the Website in cases of intent or gross negligence.

DCS shall not be liable for the following damages:

- indirect damages,
- loss of profit,
- loss of business,
- loss of data,
- loss of reputation,
- damages arising from third parties.

No compensation liability shall arise for DCS in the event that access to the Website is temporarily or permanently suspended due to maintenance, updates, technical failures, cyberattacks, force majeure, or legal obligations.

#### **7. Transfer of Personal Data Abroad**

Within the scope of the technical infrastructure, hosting, and information technology services of the Website, personal data may be processed through servers located abroad. Data transfers carried out within this scope are performed in compliance with the transfer conditions set forth under the Law on the Protection of Personal Data No. 6698 and the relevant legislation, by ensuring the implementation of the necessary technical and administrative security measures.

Detailed information regarding the transfer of personal data abroad can be accessed through the [Cookie Information Notice Regarding the Processing of Personal Data](#) published under the *Personal Data Protection* section of our website.

#### **8. Special Information Regarding the DCS-Online Platform**

The privacy policy and terms of use regarding the DCS-Online platform have been prepared independently from this Website and are separately published within the DCS-Online Platform.

The provisions and regulations set forth on the DCS-Online Platform apply solely within the scope of that platform and should be evaluated separately from these Privacy and Terms of Use.

#### **9. Governing Law and Jurisdiction**

Turkish law shall apply to any disputes arising from the implementation of these Privacy and Terms of Use, and the Istanbul Central Courts and Enforcement Offices shall have jurisdiction.