PRIVACY POLICY

This Privacy Policy sets forth the principles, which Fiba Holding Anonim Sirketi (the "Company") observes and to which the Company adheres, through the course of its collection and usage of the personal data, which it obtains through the website (the "Website") subject to the consent of the users (the "User(s)").

The Personal Data That May Be Collected

The Company may collect the following information and data of the User, depending on the access of the Users to the Website and the activities that could be carried out thereby on the Website as well as such other information and data, which may be necessary for the performance of the services subject to the Website and are considered to be personal data under Personal Data Protection Law and the other relevant applicable regulations.

Identity Data

Transactional Security Data

IP Data

Legal Transaction and Compliance Data

Contact Data

Request/Complaint Management Data

User Data

Incident Management Data

User Transaction Data

The User hereby explicitly grants her/his consent for the processing of the data, which s/he may share with the Company at her/his discretion, in such extent and for such purposes that are set forth herein.

According to Articles 3 and 7 of the Peraonal Data Protection Law; any data, which is irrevocably anonymized, shall not be considered personal data, and the processing activities in respect of such data shall be carried out without being subject and without adherence to the provisions of this Privacy Policy.

Use of "Cookies"

The Company automatically collects such data as the sections visited and the fields clicked by the Users during their visits to the Website. The said data, which are obtained through the technology that is referred to as "cookies", are of statistical nature. The purpose of the employment of the said technology is to render the contents of the sections visited by the Users more easily accessible following their initial visits to the Website. Many browsers have been designed to initially accept the "cookies", which are technical communication files; however, the Users may, at their discretion, change the settings of their browsers at any time to ensure that the technical communication file is not received or an alert is raised when a technical communication file is sent.

The Company is entitled to associate the behaviors of the Users on the Website to a "cookie" on the browser for the purpose of online behavioral advertising and marketing, and to define such re-marketing lists that are based on such metrics as the number of pages viewed, the duration of visit and the number of targets completed. Subsequently, the User may be displayed target-specific advertisement contents with respect to the fields of interest thereof on the Website or other websites within the display advertisement network.

Purpose of Use of the Data

The Company may process the personal data collected in order to enable that the User benefits the Website, in order for the conduct of the subscriber registration process if subscription to the Website is available, in order for the improvement of the services offered, in order for the development of the service, in order for the promotion of and provision of information about new services, and the provision of the User with necessary information, in order to contact the User and in order to fulfill the obligations that arise out of the nature of the services offered thereby.

The said personal data may be processed as a part of the reporting and business development activities of the Company, and may also be used without the disclosure of the identity of the User for the purposes of the conduct of various statistical evaluations, the creation of databases and the conduct of market researches. The said data may, subject to the User's granting consent, be processed, stored and transferred to third parties by the Company and the parties, with whom the Company cooperates, for the purposes of direct marketing activities, and the User may be contacted, using such data, in order for the communication of notifications and messages pertaining the promotion of various applications, products and services as well as maintenance and support activities.

Furthermore, the Company may, in accordance with Articles 5 and 8 of the Personal Data Protection Law and/or, where there are certain cases of exception provided within the applicable acts, codes and regulations, process the personal data and share the same with third parties without the explicit consent of the User. Such cases of exception mainly include the following:

Explicit contemplation by applicable acts, codes and laws;

If the processing of the personal data of a person, who is physically unable or incapable to express her/his consent or whose consent is legally not considered valid, is strictly obligatory in order for the protection of the life or physical integrity of such person or any other individual, if the processing of the personal data, provided that such processing is directly connected to the execution or the performance of a contract between the User and the Company, the processing of personal data representing a strict requirement for the fulfillment of legal obligations, if the personal data have been made public by the User, if the processing of personal data represents a strict requirement for creation, exercise or protection of a right, and if the processing of personal data is strictly required to preserve and maintain the legitimate interests of the Company, provided that the fundamental rights and freedoms of the User are not prejudiced.

Sharing of Personal Data

The Company may transfer the personal data of the Users and the new data, which it derives from such personal data, to the third parties, from whom it procures services for the performance of the services that are offered to the User through the Website, in such extent that is limited to the procurement of such services. Accordingly; the Company may share such personal data of the Users for the purpose of the improvement of the User experience (including improvement and customization), the ensuring of the security of the User, the detection of fraudulent or unauthorized uses, the conduct of researches for operational assessment, the remediation of the errors related to the Website or the Company's services, and the accomplishment of any of the purposes, which are set forth herein or within any other privacy form or document that is delivered to the User with such third parties as the outsourcers, the hosting service providers, the law firms, the research firms and call centers.

The User hereby agrees that the said third parties may store the personal data of the User on their servers that are located on anywhere in the world to such extent that is limited to the purposes mentioned above, and that s/he grants her/his consent in advance for such storage.

User's Right to Access the Data and Requests for Correction

By filing an application with the Company, the User shall have the right, in respect of herself/himself, to:

Learn whether or not the respective personal data thereof have been processed;

Request information as to the processing if her/his personal data have been processed;

Learn the purpose of processing of her/his personal data and whether such data are used in accordance with their purpose;

Know the third parties based at home or in abroad, to whom the respective personal data thereof have been transferred;

Request rectification in case the personal data thereof have been processed incompletely or inaccurately;

Request deletion or destruction of personal data in accordance with the applicable laws and regulations;

Request for the third parties, to whom personal data have been transferred, to be notified of the operations performed under the applicable regulations as a consequence of such requests for rectification, deletion and destruction;

Object to occurrence of any result that is to her/his detriment by means of analysis of the respective personal data of the relevant personal data subject exclusively through automated systems;

Request compensation for the damages in case s/he incurs damages due to unlawful processing of personal data;

The User may file her/his requests for the foregoing through the methods that are specified within the Data Subject Application Form. The Company may respond to the requests for the foregoing matters, which may be affirmative or negative, in writing or digitally. In principle, any fee shall not be charged for the actions to be taken in respect of the requests. However; where such actions require the incurring of certain costs, fees may be changes on the basis of the tariff that is determined by the Personal Data Protection Board in accordance with Article 13 of the Personal Data Protection Law.

The User hereby warrants that the data and information provided thereby to the Company, which are subject to this Privacy Policy, are complete, accurate and up-to-date, and that s/he shall immediately update the same in the event of any change in such information and data. The Company shall not be held liable to any extent in the cases, where the User has not provided up-to-date information.

The User hereby agrees and represents that, in the event s/he files a request that could lead to the consequence of the Company's becoming unable to use any personal data thereof, s/he may not be able to fully benefit the services warranted by the Company to be offered thereto, and that any and all liabilities that could arise thereof shall be assumed and borne thereby.

Periods of Retention of Personal Data

The Company shall retain and store the personal data that are offered by the User for the purpose of the fulfillment of the obligations that arise out of the nature of the services offered thereby for such period, throughout which such services are provided.

In addition; in the event any dispute arises between the Company and the User, the Company may retain and store the personal data to such extent that is necessary for the conduct of defense in respect of such dispute and for such periods of prescription that are set fort under the applicable acts, codes and regulations.

Measures, Warranties and Liability for Data Security

The Company hereby warrants under the circumstances that are set forth within the relevant applicable acts, codes and regulations or this Privacy Policy to:

prevent the unlawful processing of the personal data,

prevent unlawful access to the personal data, and

take necessary administrative and technical measures to ensure appropriate level of security for the security of the personal data, and have necessary audits conducted.

In the cases, where links to other applications are provided on the Website; the Company shall not be held liable for the privacy policies and the contents of such other applications.

The Company disclaims liability for any loss or damage that could occur as a consequence of the use of the personal data within the framework of the aforementioned terms and conditions.

Amendments to the Privacy Policy

Any person, who uses the services that are offered on the Website, shall be deemed to have read and agreed to the foregoing terms and conditions. The Company hereby reserves the right to amend the Privacy Policy without prior notice. Any amended version of the Privacy Policy shall become effective on the date it is delivered to the User by any means.