EGUVEN

QUALIFIED ELECTRONIC CERTIFICATE COMMITMENT LETTER APPLICATION FORM

INFORMATION ON QUALIFIED ELECTRONIC	ADDRESS
CERTIFICATE "QEC" HOLDER	
(This section must be completed fully by the "Certificate Holder".)	
(These details shall be available in "QEC" and they shall be used by "E-GÜVEN Call Centre Officer" for identification purposes when you apply for cancelattion or renewal.)	
a. IDENTIFICATION DETAILS	WHICH OFFICIAL CERTIFICATE DID YOU USE TO COMPLETE COMPULSORY
NAME	INFORMATION REQUIRED FOR "NES"?
	IDENTIFICATION CARD PASSPORT DRIVING LICENSE
SURNAME	QUALIFIED ELECTRONIC CERTIFICATE SHALL BE VALID FOR
	1 YEARS 2 YEARS 3 YEARS
T.R. IDENTIFICATION NUMBER	EQUIPMENT AND SERVICES
(Non-T.R. Citizens shall specify passport number)	"QUALIFIED ELECTRONIC CERTIFICATE CREATED BASED ON "GKNESI" SECURE ELECTRONIC SIGNATURE CREATION TOOL (SMART CARD AND
	CARD READER) •INSTALLATION FEE (INSTALLATION FEE IS SUBJECT TO SEPARATE FEES
IDENTIFICATION CARD SERIAL NO	FOR ON-SITE INSTALLATION FEE AND CENTRAL INSTALLATION)
(Non-TR. Citizens shall specify passport serial number)	That my personal data can be processed by E-GÜVEN (Elektronik Bilgi
	Güvenliği A.Ş.) for creating campaigns and marketing activities customized to me and that electronic commercial communications can be sent to my
SECURITY WORD (Write any word that you will use in your verification transactions.)	communication addresses provided by me in the form above.
(vince any word that you will use in your verification transactions.)	I AGREE I DON'T AGREE
PLACE OF BIRTH	STATEMENT OF CERTIFICATION HOLDER
	I, irrevocably declare, agree and guarantee that all details provided in this "Application Form" is true and they belong to me; I have read, understood and
DATE OF BIRTH	agreed the letter of undertaking existing on the back of the application form;
	information to be specified in "QEC" is based on official documents in "GKNES" of "E-GÜVEN" and consistent with the information in this official document; I have
NATIONALITY	been delivered "Certificate Holder" copy of the agreement and all products and services in "E- GÜVEN e-Signature Package" I have selected in this request form,
	in full, accurately and free of defects.
	CERTIFICATE HOLDER
b. DELIVERY DETAILS (It is Important to provide your address and mobile phone number in full and	CERTIFICATE HOLDER
accurately as your "OEC" shall be sent to your address and "QEC" password	Name - Surname
shall be sent to your mobile phone.)	
ELECTRONIC MAIL ADDRESS	Date
	Signature
MOBILE PHONE	Cignata C
TELEPHONE	

QUALIFIED ELECTRONIC CERTIFICATE COMMITMENT LETTER



A-DEFINITIONS

"E-SIGNATURE PACKAGE" means package of services and equipment provided to "QEC Holder" by "ESHS" that consists of "secure electronic signature creation tool" regulated by "QEC" and Electronic Signature Law No. 5070. **"ACCESS DATA"** means PIN and PUK information that controls access to signature creation data owned by "QEC Holder".

PRINCIPLES OF QUALIFIED ELECTRONIC CERTIFICATE ON GENERAL USE (Hereinafter "GKNESI".) means a document establishing the compulsory requirements observed by the relevant parties for carrying out "ESHS" operations, and the relevant practices and procedures that is published at www.e-guven.com address by "ESHS", updated within certain intervals and used for public declaration by "ESHS".

"QEC HOLDER" means a person that is party to this application form and for whom "ESHS" issues a "QEC".

B-LIABILITIES OF QEC HOLDER

- 1. As "QEC Holder", declare, agree and guarantee that I hereby apply for the issuance of a "QEC" in my name and delivery of an "e-Signature Package"; I shall comply with all liabilities described in "GKNESI" and "NESUE" that can be accessed from the internet site of the Electronic Certificate Service Provider ("ESHS"); all details I provided in this application form for including in "QEC" are true; these details are based on documents specified in "GKNESI"; I delivered valid official documents to "ESHS" or the Registration Authority that is authorized by "ESHS" ("Registration Authority") for the verification of information I provided in this application form and "ESHS" or Registration Authority made identification based on such information and documents;
- 2. Registration Authority and "ESHS"shall not accept my application in case any suspicion arises during identification process and any other process about the application; suspicious information is established by "ESHS" at its own discretion in accordance with security policies thereof; acceptance or rejection of my application may be notified during the delivery of "e-Signature Package" or using contact details I have provided to the Registration Authority and "ESHS"; I shall comply with the rules and conditions on value added services including installation of "e-Signature Package" in case I demand such services from "ESHS" and I shall pay fees specified by "ESHS";
- 3. Delivery date of "e-Signature Package" shall be notified by "ESHS"; the date notified may be changed for security purposes subject to prior notification; delivery and installation costs shall be charged when I am not present at my address on the date of delivery; "ESHS" may reject my application and I shall be charged delivery and installation costs when I am not present at my address on the date of second delivery; the sum of the fee shall be refunded to my bank account within 10 (ten) business days following the deduction of the fees specified in this commitment letter in case my "QEC" application is rejected
- **4.** I shall immediately check proper functioning of the equipment in the package upon taking delivery of "e-Signature Package" and I shall call Registration Authority and/or "ESHS" call centre to report, if any, incomplete and defected components within 7 (seven) business days; "ESHS" shall not be held responsible in case the defects arise from my omission and in this case "ESHS" reserves right to charge extra service fee for the solution of the problems in question
- **5.** This application may be rejected by "ESHS" in case any erasure, falsified information or any other suspicious inconsistency is detected about information I declared in this application form for using in "QEC" or if information in question was previously classified as suspicious information by the Registration Authority or "ESHS"; I shall not claim indemnification by "ESHS" due to the aforementioned rejection; "ESHS" shall process this application again upon delivery of additional information and/or documents in full and accuratel
- **6.** I shall create "secure electronic signature" having the same legal consequences as a manual signature, "signature creation data" and "signature verification data" using "secure electronic signature creation tool" provided by "ESHS"; I shall use "signature creation data and "signature verification data" only for the purpose of creating and verifying "secure electronic signature"
- 7. I shall be the exclusive user of "secure electronic signature creation tool"; I shall keep "signature creation data" in "secure electronic signature creation tool" and "access information" activating such data confidential and secure; I shall not permit any other person to use such data or disclose access information to any third persons:
- 8. I shall immediately call "ESHS Call Centre" to notify "ESHS" in case I suspect loss, theft of "secure electronic signature creation tool", "QEC", "access information", "signature creation data" and "signature verification information" or any other problem with the security thereof or in case such suspected breaches occur; "ESHS" shall not be held responsible for any loss or damage that may arise until notification; I shall check the information information provided in "QEC" issued in my name; I shall immediately call and notify "ESHS Call Centre" in case I discover any error and/or inaccurate information and I shall notify all changes that may arise about the information specified in "QEC; "ESHS and Registration Authority" shall not be held responsible for any loss or damage that may arise until notification; in such cases, I shall not use "QEC" for any process by any reason whatsoeve

- **9.** I shall use "QEC" issued in my name exclusively and only for the purpose of creating "secure electronic signature" in accordance with applicable legislation; my password (Pin Code) activating "Access Information" shall be blocked if I enter smart bar (Pin Code) wrong for 3 times consecutively; Puk code shall be blocked if I enter Access information Smart bar Puk code wrong for 3 times consecutively and my Qualified Electronic Certificate shall be blocked for use if Puk code is blocked; Qualified Electronic Certificate fee must be paid, transfer or new certificate issuance shall be required in order to use Qualified Electronic Certificate; in this case I shall be required to submit a new application for "QEC" and pay "QEC" fee; If Smart Bar becomes dysfunctional because of an omission of the User, I shall be required to pay fee for the new Smart Bar;
- **10.** I shall not have any claims against "ESHS" and Registration Authority in case services cannot be provided at all or as required, whether temporarily or permanently, because of force majeure events, maintenance-repair works of "ESHS" or third persons and restrictions or interruptions caused by official authorities; "ESHS" is the sole owner of industrial and intellectual property rights related with "QEC" issued in my name
- **11.** I shall not use "QEC" for any purpose whatsoever upon expiry of the validity term or in case of cancellation or suspension; "ESHS" shall be entitled to cancel "QEC" without serving any notification if I do not fulfil my obligations specified in this application form or "ESHS" has reasonable doubt in connection with non-performance of my obligations; in this case, I shall not have any claims against "ESHS"; and I shall compensate any loss or damage hat may be suffered by "ESHS" and/or 3rd persons
- **12.** Istanbul (Centre) Courts and Enforcement Offices shall have jurisdiction of settlement of disputes that may arise from this application form.
- 13. I authorized Corporate Applicant in connection with the qualified electronic certificate application submitted through Corporate Applicant; Corporate Applicant is authorized to apply for QEC renewal, cancellation or suspension of QEC on my behalf; I delivered information and documents required for QEC application to the Corporate Applicant; identity verification procedures have been completed by Corporate Applicant in accordance with applicable legislation

I have read and understood the aforementioned conditions and I shall comply with the obligations I am required to fulfil.

ELEKTRONİK BİLGİ GÜVENLİĞİ A.Ş. CLARIFICATION TEXT ON PROCESSING THE PERSONAL DATA

The Clarification Text has been prepared for the purpose of clarifying of the personal data of the customers of Elektronik Bilgi Güvenliği Anonim Şirketi (the "Company") by the Company within the scope of the Law of Protection of Personal Data numbered 6698 (the "Law").

a) To Whom and for Which Purposes the Personal Data Could Be Transferred

Your personal data collected are collected and processed for the following purposes and legal reasons in conformity with the relationship that you will establish with our Company.

- A. Based on the legal reason that it is compulsory to fulfill the legal obligation of the Company in the capacity of data controller:
 - •Fulfillment of our legal obligations (for example, responding the requests of authorized persons and institutions for information and document or executing the processes of identity verification)
- B. Based on the legal reason that it is necessary to process the personal data of the parties of the contract provided to be directly related to formation or performance of a contract;
 - •Performing the works required for having the concerned persons benefit from the products and services offered by our Company and executing the relevant work processes;
 - •Offering you the products and services that you have requested from our Company;
 - •Performing your payment transactions.
- C. Based on the legal reason that it is compulsory to process the data for the legitimate interests of the data controller provided not to damage the fundamental rights and freedoms of the concerned persons;
 - •Responding the requests and complaints that you have forwarded to us and performing the transactions for your requests;
 - •Performing the works required for realizing the commercial activities executed by our Company and executing of the relevant work processes;
 - •Administration of the technical infrastructure with respect to the products that we offer and provision of its security;
 - •Planning and performing the commercial and/or business strategies of our Company;
 - •Realizing the processes with respect to provision of the customer satisfaction; managing the processes of request and complaint;
 - •Development of our products and services, planning the in-home business strategies within this scope;
 - •Performing the activities with respect to legal and economic security of our products and services and our Company;
 - •Performing the activities of marketing, promotion and advertisement with respect to our institutional products and services and sending commercial electronic message within this scope in the case that the message receivers are the employers or representatives of the institutions having the status of merchant and craftsman;

D. Based on the legal reason that it is compulsory to process the data for formation, exercise or protection of a right;

•Settlement of consumer disputes, suits or similar disputes and protection of the rights and interests of our Company;

E. In the case that you have clear consent,

- •Performing the activities of marketing, promotion and advertisement with respect to the products and services offered by our Company and sending commercial electronic message within this scope;
- •Customizing the products and services offered by our Company according to the tastes, using habits and needs of the concerned persons and planning and performing the activities necessary for proposing and promoting the same to the concerned persons;
- •Processing your biometric personal data as required by our legal obligations in the case your identity verification processes are performed using the remote identity verification methods.

b) Method of Collection of Your Personal Data and its Legal Reason

Your personal data are collected electronically through the products and software that we offer, web sites of our company and the electronic forms on those web sites, call centers and e-mail as well as physically through printed forms, official identities and contracts.

c) To Whom and for Which Purposes the Processed Personal Data Could Be Transferred

Your personal data collected could be transferred within the scope of data processing set out in articles 5 and 6 of the Law; on the basis of realization of the abovementioned purposes by the Company; to lawfully authorized public institutions as well as lawfully authorized private legal entities within the scope of fulfillment of our legal obligations; to the institutions to which we offer technical infrastructure support to fulfill our contractual obligations and third party service providers offering technical support; to legal and financial consultants to whom we supply service and to other technical service providers within the scope of our legitimate interest and if you give clear consent, to the business partners with whom we work for the purpose of performing the relevant communication and promotion activities with your clear consent, particularly including the activities of marketing and promotion in conformity with the conditions of data transfer specified in Article 8 of the Law.

d) Rights of the Concerned Persons and Exercise of those Rights

We hereby notify that you have the following rights in accordance with article 11 of the Law:

- •To be informed whether your personal data are processed or not,
- •If your personal data are processed, to request for information in this regard,
- •To be informed about the purpose of processing your personal data and whether they are used for the intended purpose,
- •To know the third parties to whom your personal data are transferred within the homeland or abroad,
- •In the case that your personal data are processed incompletely or falsely, to request for correction of the same and to request for notification of the transaction performed within this scope to the third parties to whom the personal data are transferred,
- •In the case that the reasons for processing the data are no more valid despite the fact that they are processed in accordance with the provisions of the Law and other laws, to request for deletion or eradication of your personal data and to request for notification of the transaction performed within this scope to the third parties to whom the personal data are transferred,
- •To object any consequence against the person by analyzing your data processed exclusively by means of automatic systems,
- •In the case that your personal data are processed contrary to the law, to request for remedy of the damage.

You can forward your applications for your rights listed above to our Company. Your applications shall be concluded as soon as possible and within no later than thirty days depending on the nature of your request.