

# Website Terms and Conditions

Last updated: August 15, 2023

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using our website at <https://spidya.com/en/home-page/> operated by SPIDYA Software Marketing Team (“SPIDYA Software”, “us”, “we”, or “our”).

By accessing or using the Site you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Site.

## Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Site. We may experience delays in updating information on the Site. The information found on the Site may contain errors or inaccuracies and may not be complete or current. Products or services may be described inaccurately and we cannot guarantee the accuracy or completeness of any information found on the Site.

## Intellectual Property

The Site and its original content features and functionality are and will remain the exclusive property of SPIDYA Software. The Site is protected by copyright, trademark, and other laws of both the Turkey and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SPIDYA Software.

## Links to Other Web Sites

Our Site may contain links to third-party websites or services that are not owned or controlled by SPIDYA Software.

SPIDYA Software has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that SPIDYA Software shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any thirdparty websites or services that you visit.

## **Indemnification**

You agree to defend, indemnify and hold harmless SPIDYA Software and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Site, b) a breach of these Terms, or c) Content posted on the Site.

## **Disclaimer**

Your use of the Site is at your sole risk. The Site is provided on an "AS IS" and "AS AVAILABLE" basis. The Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

SPIDYA Software does not warrant that a) the Site will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Site is free of viruses or other harmful components; or d) the results of using the Site will meet your requirements.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Turkey, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Site.

## **Your Privacy**

Our Privacy Policy details how your information is used when you use our Site. By using our Site, we process the information you provide us in the ways set out in our Privacy Policy.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide new terms taking effect by posting the changes through the Site. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Site after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Site.

## **Privacy Policy**

### **Overview**

This privacy policy describes the personal data collected or processed when you interact with SPIDYA Software, including through our websites, digital experiences, online or offline events, or one of our other products or services. It also explains how your personal data is used, shared and protected, what choices you have relating to your personal data, and how you can contact us.

### **Definitions**

For the purposes of this Privacy Policy: “Controller” means a person or organization which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“Client” means any entity that purchases the Service.

“Client Data” means the electronic data uploaded into the Service by or for a Client or its Users.

“EU” means the European Union and Iceland, Liechtenstein and Norway

“Personal Data” means any information, including Sensitive Data, that is (i) about an identified or identifiable individual and (ii) received by SPIDYA Software in the U.S. from the EU in connection with the Service.

“Processor” means any natural or legal person, public authority, agency or other body that processes Personal Data on behalf of a Controller.

“Sensitive Data” means Personal Data specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, the commission or alleged commission of any offense, any proceedings for any offense committed or alleged to have been committed by the individual or the disposal of such proceedings, or the sentence of any court in such proceedings.

“User” means an individual authorized by the Client to access and use the Service.

### **III. Types of Personal Data Collected and Purpose**

SPIDYA Software hosts and processes Personal Data to carry out functions and activities at the direction of and pursuant to the instructions of SPIDYA Software Clients or Users when they purchase our services or products, log-in to their account, request information from us, or otherwise communicate with us. The types of Personal Data from Clients or Users SPIDYA Software may collect or have access to in connection with include:

- Name
- Email address
- Business address
- Business phone number
- Username
- Password
- Job title

In addition, data collection also occurs, for example, when a Client visits SPIDYA Software's website.

- Contact information, such as name, company, email address, and telephone number;
- Personal Data in content Clients provide on SPIDYA Software's website and other data collected automatically through the website (such as IP addresses, browser characteristics, device characteristics, operating system, language preferences, referring URLs, information on actions taken on our website, and dates and times of website visits).

SPIDYA Software may also obtain Personal Data, such as contact information, such as name, and financial account information, of its Client's representatives. SPIDYA Software uses this information to manage relationships with its Clients, process payments, expenses, and reimbursements, and carry out SPIDYA Software's obligations under its contracts with Clients.

Under the EU General Data Protection Regulation, we need your approval for our use of personal information (e.g. your name and email address) you may provide as we communicate through website chat or other channels:

- (1) We'll store your personal information so that we can pick up the conversation if we talk later.
- (2) We'll send you emails to follow up on our discussions.
- (3) We'll send you emails about our upcoming services and promotions.

- **Notice**

SPIDYA Software notifies Clients and Users about its privacy practices, including the purposes for which it collects and uses Personal Data, the types of Personal Data SPIDYA Software collects, the types of third parties to which SPIDYA Software discloses the Personal Data and the purposes for doing so, the rights and choices Clients and Users have for limiting the use and disclosure of their Personal Data, and how to contact SPIDYA Software about its practices concerning Personal Data.

- **Third Party Disclosures**

SPIDYA Software discloses Personal Data only to Third Parties that include web hosting, payment processors, data analytics, document collaboration services, communication, and survey who reasonably need to know such data. Such recipients must agree to abide by confidentiality obligations. All Third Parties receiving personal information must have a written confidentiality agreement in place between the Client and Third Party and SPIDYA Software and Third Party.

SPIDYA Software may disclose Personal Data that our Clients and Users provide to our Service:

- To contractors, business partners, and service providers we use to support our Service;
- In the event SPIDYA Software sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation), in which case Personal Data held by us about our Clients will be among the assets transferred to the buyer or acquirer;
- If required to do so by law or legal process;
- In response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements.

- **Access**

If such Personal Data is inaccurate a Client or User may also request that the Personal Data be corrected, amended, or deleted.

All individuals have the right to obtain our confirmation of whether we maintain personal information relating to you in the Turkey. Upon request, we will provide you with access to the personal information that we hold about you. You may also correct, amend, or delete the personal information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the other countries should direct their query to [info@spidya.com](mailto:info@spidya.com) If requested to remove data, we will respond within a reasonable timeframe.

## **VII. Choice**

SPIDYA Software offers Clients and Users the opportunity to choose whether their Personal Data may be (a) disclosed to third-party Controllers or (b) used for a purpose that is materially different from the purposes for which the information was originally collected or subsequently authorized by the relevant Clients or Users. SPIDYA Software obtains opt-in consent for certain uses and disclosures of Sensitive Data. Unless SPIDYA Software offers Clients or Users an appropriate choice, the company uses Personal Data only for purposes that are materially the same as those indicated in this Policy. To exercise their choices, Clients and Users may contact SPIDYA Software as indicated in this Policy or the other Privacy Policies.

SPIDYA Software may disclose Employee Personal Data and Consumer Personal Data without offering an opportunity to opt-out, and may be required to disclose the Personal Data, (c) to third-party Processors the company has retained to perform services on its behalf and pursuant to its instructions, (d) if it is required to do so by law or legal process, or (e) in response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements. SPIDYA Software also reserves the right to transfer Personal Data in the event of an audit or if the company sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation).

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To

request to limit the use and disclosure of your personal information, please submit a written request to [info@spidya.com](mailto:info@spidya.com)

## **Recourse**

SPIDYA Software commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the Turkey.

## **Changes to this Policy**

This Policy may be amended from time to time, consistent with the recommended requirements. Appropriate public notice will be given concerning such amendments.

Effective Date: August 15, 2023

## **Cookie & Similar Technology Policy**

Effective: August 15, 2023

This policy describes how SPIDYA Software uses cookies and similar technologies to make your experience better, faster, and safer, for advertising purposes and to allow us to continuously improve our Service.

In this policy, we'll refer to SPIDYA Software as ("SPIDYA Software"), <https://spidya.com/en/home-page/> ("Site") and the different ways to use our features, and services (together, or individually, the ("Services")), and cookies and similar technologies collectively as ("Cookie Technologies").

## **Cookie Technologies**

### **Cookies**

Cookies are small data files sent from a server to your web browser. They are stored in your browser's cache and allow a website or a third-party to recognize your browser. There are four primary types of cookies:

- **Session cookies**

Are specific to a visit and carry information as you view different pages, so you don't have to re-enter information every time you change pages or attempt to checkout. Session cookies expire and delete themselves automatically in a short period of time after you leave the Site or when you close your web browser.

- **Persistent cookies**

Remember certain information about your preferences for viewing the Site and allow SPIDYA Software to recognize you each time you return. Persistent cookies are stored on your browser cache or mobile device until you choose to delete them, and otherwise typically delete themselves at expiration.

- **First-party cookies**

Are those set by a website that is being visited by the user at the time to preserve your settings (e.g., while on our Site).

- **Third-party cookies**

Are placed by someone other than SPIDYA Software and may gather browsing activity across multiple websites and across multiple sessions. They are usually a type of persistent cookie and are stored until you delete them, or they expire based on the time period set in each third-party cookie.

## **Other Similar Technologies**

In addition to cookies, there may be other similar technologies used by SPIDYA Software.

- **Web beacons**

Are tiny graphics (sometimes called “clear GIFs” or “web pixels”) with a unique identifier that are used to understand browsing activity. In contrast to cookies, which are stored on a user’s computer hard drive, web beacons are rendered invisibly on web pages when you open a page.

- **Social widgets**

Are buttons or icons provided by third-party social media providers that allow you to interact with those social media services when you view a webpage. These social widgets may collect browsing data, which may be received by the third party that provided the widget and are controlled by the third parties.

- **Similar technologies**

Are technologies that store information in your browser or device utilizing local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers, and in some instances may not be fully managed by your browser and



may require management directly through your installed applications or device. We do not use these technologies for storing information to target advertising to you on or off our Site.

## **Purpose**

Our cookies, web beacons and similar technologies serve various purposes, but are generally either necessary or essential to the functioning of our Service, help us improve the performance of or provide you extra functionality of the same, or help us to serve relevant and targeted advertisements. More generally, SPIDYA Software uses Cookie Technologies for the following reasons:

### **Strictly Necessary or Essential:**

'Strictly necessary' or 'essential' cookies, web beacons and similar technologies let you move around the Site and use essential features like secure areas and shopping baskets. Without these technologies, the Service you have asked for cannot be provided. Please note that these technologies do not gather any information about you that could be used for marketing or remembering where you've been on the internet. Accepting these technologies is a condition of using our Service, so if you prevent these from loading we can't guarantee your use or how the security, authentication and logging will perform during your visit.

### **Performance:**

'Performance' cookies, web beacons and similar technologies collect information about how you use our Site e.g. which pages you visit, and if you experience any errors. These cookies do not collect any information that could identify you and is only used to help us improve how our Site works, understand the interests of our users and measure how effective our content is by providing anonymous statistics and data regarding how our website is used. Accepting these technologies is a condition of using our Site, so if you prevent these from loading we can't guarantee your use or how the security therein will perform during your visit.

### **Functionality:**

These cookies, web beacons or similar technologies are used to provide services or to remember settings to improve your visit.

## **Advertising:**

First or third-party cookies and web beacons may be placed on our Site in order to deliver content, including product related advertisements, relevant to your specific interests on our sites or third-party sites. These technologies allow us to understand how useful our advertisements are and improve the relevancy of the content delivered to our users.

We also utilize 3rd party service providers to assist us in delivering on the same functions, which means that our authorized service providers may also place cookies, web beacons and similar technologies on your device via our services (third party cookies). They may also collect information that helps them identify your device, such as IP-address, or other unique or device identifiers.

You have a variety of tools to control cookies, web beacons and similar technologies, including browser controls to block and delete cookies and controls from some third-party analytics service providers to opt-out of data collection through web beacons and similar technologies. Your browser and other choices may impact your experiences with our Service.

## **Consent, Contract, and Legitimate Interests in Processing**

Certain Cookie Technologies are employed to make the Site function for its intended purpose and are provided based on contractual necessity based on your agreement with SPIDYA Software to perform the Service you have requested. These include the functions strictly necessary to the Service noted above.

By choosing to use our Service after having been notified of our use of Cookie Technologies in the ways described in this Policy, and, in applicable jurisdictions, through notice and acknowledgement of your consent, you agree to such use.

## **Managing Cookie Technologies**

You have the ability to control the use of certain Cookie Technologies.

## **Opt-in and Opt-out on Browsers**

When you use SPIDYA Software via a browser, you can change your web browser's settings to reflect your cookie preferences for cookies directly from the site you are on or for third-party cookies. Each browser is a little different, but usually these settings are under the "options" or "preferences" menu. The links below provide information about cookie settings for the browsers supported by SPIDYA Software:

- Microsoft Edge
- Internet Explorer
- Firefox
- Chrome
- Safari

## **Opt-out of Third-Party Networks**

If you do not wish to have this information used for the purpose of serving you interestbased advertisements, you may decline to receive interest-based ads through Network Advertising Initiative (NAI), [click here](#), (or if you are located in the European Union [click here](#)). Please note this does not stop you from being served advertisements. You will continue to receive generic advertisements. Please note that if you reject or block all cookies in your browser settings, you will not be able to take advantage of SPIDYA Software's Service as some cookies are necessary for the Site to function properly.

## **Google Analytics Opt-out**

For Google Analytics Advertising Features, you can opt-out through Google Ads Settings, Ad Settings for mobile apps, or any other available means (for example, the NAI's consumer opt-out listed above). Google also provides a Google Analytics opt-out plug-in for the web.

## **Third-Party Tools**

Various third parties provide browser plug-ins and apps that can help provide you information on, and limit or block, third-party cookies, web beacons, and some JavaScriptbased technologies.

## **Contact Us**

If you have questions about the use of Cookie Technologies at SPIDYA Software, please see the "Contact" section of SPIDYA Software's Privacy Policy.