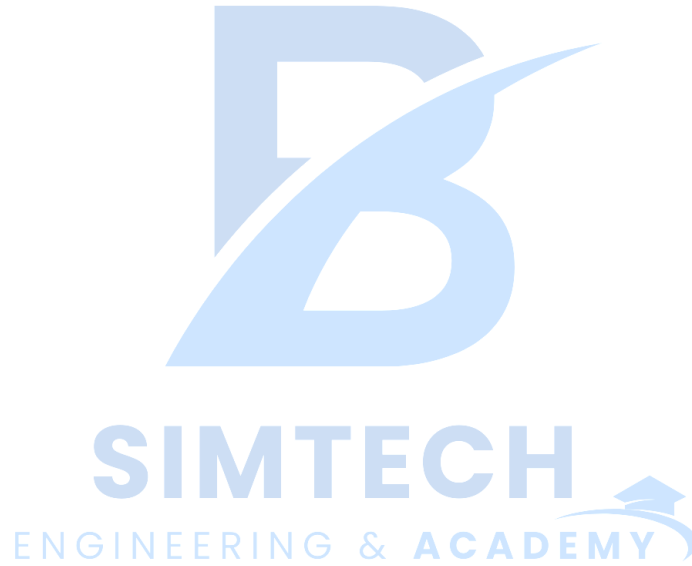


BB SIMTECH ENGINEERING & ACADEMY

TERMS OF USE / MEMBERSHIP AGREEMENT

- Privacy Policy • Personal Data Protection (KVKK) Notice • Copyright and Intellectual Property Rights Policy

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TERMS OF USE AND MEMBERSHIP AGREEMENT

BB SIMTECH ENGINEERING & ACADEMY

These Terms of Use and Membership Agreement (“Agreement”) set out the conditions for the use of the services provided through **the website available at the domain name www.bbsimtech.com, the subdomain academy.bbsimtech.com, and the other subdomains linked to them** (collectively, the “Platform” or the “Site”), operated by **BB Simtech Engineering & Academy** (“Company”, “we”).

Natural persons who become a member of the Platform or use the Platform (“**Member**” or “**User**”) hereby declare that, by approving this Agreement electronically, they have read, understood and accepted all of the terms set out herein.

ARTICLE 1 – Definitions

1.1. Service Provider / Company

Title: **BB SIMTECH ENGINEERING & ACADEMY**

Address: Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir

Phone: 0538 036 05 96

E-mail: info@bbsimtech.com

A User is a natural person who has reached the age of 18 and who becomes a member of the Platform or uses the Platform in any way. The name and surname, e-mail address and other information declared during membership are taken as basis.

In this Agreement:

- **Platform / Site:** The website available at the domain name www.bbsimtech.com, the subdomain academy.bbsimtech.com, and the other subdomains linked to them (collectively referred to as the “Platform” or the “Site”).
- **Member / User:** A natural person who creates a membership on the Platform and/or uses the Platform in any way.
- **Training / Course:** Any training program, lesson, module, webinar, live class, seminar and similar online training services that the Member may access via the Platform, either free of charge or for a fee.

- **Digital Content / Training Material:** Any and all digital content made available to the Member electronically within the scope of the Training/Course, including video lessons (live or recorded), audio recordings, PDFs, presentations, documents, quizzes/exams, assignments, interactive content, live broadcasts, downloadable files and all similar digital content.
- **Account:** The membership account allocated to the Member, which is accessed by means of a username/e-mail, password and/or other authentication methods, and which contains the Member's profile information and the settings relating to the use of the Platform.
- **Instructor:** A natural person who creates, prepares, uploads and publishes training/course content on the Platform, conducts live classes and provides digital training materials. Instructors are independent service providers that supply content to the Platform, and they are individually and solely responsible for all content, training materials, explanations, announcements and communications they provide. The Platform assumes no responsibility for the accuracy or completeness of the content and materials provided by the Instructor.

ARTICLE 2 – SUBJECT MATTER AND SCOPE OF THE AGREEMENT

2.1. This Agreement regulates the terms and conditions for the use of the online training, digital content, membership system, free/paid content, communication and all other services provided to the Member via the Platform, and sets out the rights and obligations of the parties.

2.2. With respect to paid trainings offered on the Platform, unless otherwise explicitly stated on the relevant training page and/or on the order screen, the Member's access right to each training is limited to **6 (six) months** as of the date on which the relevant training is purchased. Upon expiry of this period, the Member's access right to the said training and the related digital content shall automatically terminate. This shall not be construed as a complete closure of the Member's account, but only as the expiry of the access period relating to the relevant training.

2.3. The Privacy Policy, the Privacy Notice on the Protection of Personal Data (KVKK), the Cookie Policy, the Copyright and Intellectual Property Rights Policy published on the Platform and/or accessible via link, as well as the Preliminary Information Form and the Distance Sales Agreement presented to the Member during purchase transactions (collectively, the "**Platform Texts**"), constitute an integral part of this Agreement.



2.4. By accessing the Platform and/or creating a membership and using the Platform, the Member acknowledges that he/she has read and understood these Terms of Use / Membership Agreement and the Privacy Policy and the Copyright and Intellectual Property Rights Policy available on the Platform, and agrees to act in compliance with them.

2.5. The Member confirms that the information regarding the processing of personal data has been presented to him/her within the scope of the Privacy Notice on the Protection of Personal Data (KVKK) and that he/she has read the relevant text.

2.6. Cookies are used in accordance with the principles explained in the Cookie Policy. With regard to non-essential cookies, the Member's cookie preferences/consents (e.g. via cookie banner or preference panel) are taken as basis; to the extent required by applicable legislation, the explicit consent of the Member is obtained separately.

2.7. In the event that the Member purchases a product/service via the Platform, the Preliminary Information Form and the Distance Sales Agreement are presented to the Member during the purchase flow before payment is made, and the Member's approval/confirmation regarding these texts is obtained separately.

2.8. In cases where separate consent is required under the applicable legislation, such as for the sending of commercial electronic messages and similar, the necessary consents are obtained separately from the Member; such consents are not deemed to have been automatically granted by acceptance of this Agreement.

ARTICLE 3 – MEMBERSHIP CONDITIONS

3.1. Membership is completed upon the full and accurate completion of the membership form available on the Platform and the electronic approval of this Agreement. Without prejudice to the provisions of the applicable legislation, the Platform reserves the right to reject membership applications and/or to request additional verification information/documents where it deems necessary.

3.2. The Member accepts that all information declared in the membership form is accurate, complete and up to date, and that he/she shall be solely responsible for any and all legal and administrative liability arising from statements that are untrue, misleading or infringe the rights of third parties. In this context, the Member shall be liable to compensate any damages suffered by the Platform or third parties due to incorrect/incomplete statements.



3.3. The Member is obliged to promptly update his/her information, including contact details, in case of any change, both during registration and thereafter via the account settings.

3.4. In order to become a member of the Platform, one must be at least 18 years of age. Persons under the age of 18 may benefit from the Platform only through and under the supervision and responsibility of their parent/legal guardian; for membership/account creation and purchase transactions to be carried out on behalf of persons under the age of 18, the consent of the parent/legal guardian and, where necessary, the permissions/confirmations required by the applicable legislation shall be sought. The Platform reserves the right to suspend or terminate the relevant account if it is determined that the user is under 18 years of age.

ARTICLE 4 – ACCOUNT AND PASSWORD SECURITY

4.1. The account information belonging to the Member (username/e-mail, password and/or other authentication methods) is personal to the Member. The Member is obliged not to share his/her account information with third parties and to exercise due care to ensure the security of the account.

4.2. If the Member becomes aware that his/her account has been used without authorization, that his/her password has been obtained by third parties, or of any circumstance that may affect the security of the account, the Member is obliged to notify the Platform without delay. Until such notification is made, the Member shall be responsible for all transactions carried out through his/her account.

4.3. The Member shall be responsible for any damages arising from his/her failure to protect account information, sharing account information with third parties, transferring/selling/allowing third parties to use the account, using a weak password, leaving his/her device/session open, or failing to take reasonable security measures. The Platform cannot be held liable for such damages arising from the Member's own fault. However, the Platform's liability for damages arising from its own fault/negligence is reserved. For security reasons, the Platform may implement appropriate security measures where it deems necessary, including password reset, additional verification (e.g. two-factor authentication/2FA), termination of sessions, temporary suspension of the account or restriction of access.

ARTICLE 5 – USE OF THE PLATFORM AND PROHIBITED CONDUCT

5.1. The Member may use the Platform solely for personal use and educational purposes. The Member may not use the Platform and the services/content offered through the Platform for purposes that are contrary to law, morality or public order.

5.2. The Member agrees not to engage in the following acts:

- Uploading or disseminating harmful software, viruses, trojans, etc. to the Platform; engaging in actions that would weaken or threaten system security,
- Attempting to take over other members' accounts; attempting unauthorized access, attacks (including DDoS) or security breaches,
- Sharing or transmitting content via the Platform that includes insult, threat, harassment, hate speech/discrimination or that is contrary to general morals,
- Misusing the Platform for purposes such as spam, chain messages, bulk messaging or unsolicited advertising/promotion,
- Making degrading, misleading or untrue statements about Instructors, other members or third parties,
- Engaging in conduct aimed at disrupting the integrity, performance or operation of the Platform; overloading the Platform; extracting data through automated tools (bots, scrapers, etc.),
- Copying, reproducing, downloading, sharing, selling, transmitting to third parties, communicating to the public or using for commercial purposes the digital content on the Platform without authorization; attempting to circumvent access restrictions,
- Performing reverse engineering, decompiling/disassembling the source code/infrastructure of the Platform or attempting to bypass security mechanisms,
- Using another person's personal data, account or payment information without authorization, or processing/transferring such data in an unlawful manner.

5.3. In the event that any of the acts listed above, or similar violations, are detected, the Platform may, depending on the nature of the violation, temporarily restrict the Member's access, suspend the Member's account or terminate the membership. In



cases involving system security, legal obligations or urgent risk, the Platform may implement such measures immediately; in other cases, it is essential that the Member be given reasonable notice and, where possible, time to remedy the violation. The Platform's rights to take administrative/technical measures and to pursue legal remedies, where it deems necessary depending on the nature of the violation, are reserved.

5.4. Infringement Notice and Content Removal Process

If the Member encounters any unlawful content, copyright/intellectual property infringement, violation of personality rights, unauthorized use or any situation that he/she believes constitutes a breach of this Agreement on the Platform, the Member may report this to the Platform via the communication channels indicated on the Platform (preferably together with a screenshot, link/address, date and time information and an explanation). The Platform will assess the notice within a reasonable time and, where it deems necessary, may temporarily restrict access to the relevant content, remove the content, suspend the relevant account and/or contact the relevant persons/institutions to request additional information. In the case of bad-faith, unfounded or misleading notices, the Platform reserves the right to apply the necessary administrative/technical measures to the Member's account, depending on the nature of the violation.

ARTICLE 6 – USE OF TRAININGS AND DIGITAL CONTENT – COPYRIGHTS

6.1. All trainings, videos, recordings, presentations, PDFs, documents, quizzes, assignments, written materials and all similar digital content (“**Content**”) provided via the Platform are protected by the intellectual and industrial property rights owned by the Platform and/or the relevant instructors/right holders. The Member accepts that the rights over the Content are protected under the Law No. 5846 on Intellectual and Artistic Works and the relevant legislation.

6.2. The Member is granted a non-exclusive, non-transferable, non-sublicensable right of access/use over the Content, limited solely to personal educational use via the Platform. The Member may not, outside the scope of this permission, with respect to the Content:

- reproduce or copy,
- transfer outside the Platform without authorization,
- share with or allow use by third parties,

- publish or communicate to the public on the internet or on other platforms,
- use for commercial purposes, whether for a fee or free of charge,
- use in any manner not explicitly permitted in this Agreement or in the applicable license terms.

6.3. The Member accepts that it is also prohibited to reproduce or unlawfully disseminate the Content by means of technical methods such as screen recording, downloading videos, circumventing DRM/access restrictions, copying the Content in bulk to external media, or extracting it via automated tools (bots/scrapers, etc.).

6.4. In the event that the Member acts in violation of copyrights and intellectual property rights, the Member shall be liable, in accordance with the applicable legislation, for the claims that may arise, including but not limited to the direct damages suffered by the Platform and/or the relevant right holders, loss of profit and reasonable legal enforcement costs, depending on the nature of the infringement.

6.5. With respect to any questions, comments, reviews and similar content uploaded or shared by the Member on the Platform (“**Member Content**”), the Member accepts that he/she grants the Platform a non-exclusive, non-transferable, royalty-free license to use such Member Content for the purposes of providing the Platform’s services, improving the services, moderating and displaying such content within the Platform. The Member undertakes that the Member Content is lawful and does not infringe the copyrights, trademarks, personality rights or similar rights of third parties. The Platform reserves the right to restrict access to/remove any Member Content that it deems to be in breach of this Agreement or the applicable legislation, and, where necessary, to suspend the relevant account.

ARTICLE 7 – SCOPE OF SERVICE, FEES AND DISTANCE SALES ASPECT OF THE AGREEMENT

7.1. Membership may allow the Member to register on the Platform free of charge and to access certain free content; however, not all trainings and digital content offered via the Platform are free of charge. The terms regarding the sale, delivery/performance, exceptions to the right of withdrawal and other conditions relating to paid trainings and digital content are regulated separately in the Preliminary Information Form and the Distance Sales Agreement presented to the Member at the purchasing stage.

7.2. The training fees and campaign/discount conditions available on the Platform may be updated by the Platform, provided that such updates comply with the applicable legislation and the principle of good faith. The Member carries out the purchase transaction based on the current prices and conditions announced on the Platform at the time of purchase. As a rule, price/discount changes apply prospectively and do not affect the rights already acquired by the Member with respect to trainings/digital content previously purchased.

7.3. Purchase transactions relating to online trainings and digital content may qualify as distance contracts within the scope of the Law No. 6502 on the Protection of Consumers and the relevant secondary legislation. During the purchase process, the Member views the Preliminary Information Form and the Distance Sales Agreement before payment, and gives his/her approvals/confirmations regarding these texts separately during the purchase flow.

7.4. Unless explicitly stated otherwise, the prices announced on the Platform are inclusive of taxes (VAT); in cases where tax is not included, this is clearly notified to the Member before the purchase. Fees are charged in the currency indicated on the Platform, and the Member may make payment by credit/debit card, bank transfer/EFT and/or other payment methods offered on the Platform; the payment infrastructure may be provided through banks and/or payment institutions. In the event that collection is not realized, including cases where the payment transaction is not completed, is declined by the bank/payment institution or where there is an objection/chargeback relating to the transaction, the Platform may temporarily suspend access to the relevant content/service. The Member is responsible for ensuring that the billing/contact information declared at the time of purchase is accurate and up to date, and the invoice or legally required fiscal document relating to the transaction may be issued in accordance with the legislation and delivered to the Member via his/her account and/or through the communication channels provided. Campaigns and discounts may be limited by time, quota or conditions; the campaign conditions valid at the time of purchase shall apply, and unless otherwise specified, discounts may not be combined. Access to trainings and digital content is subject to the Member's provision of the necessary technical conditions (internet connection, suitable device/software); the Platform may perform maintenance/updates for the security and continuity of the service, and temporary interruptions in access may occur within this scope.



ARTICLE 8 – PERSONAL DATA AND PRIVACY

8.1. The personal data of the Member are processed by the Platform, in its capacity as data controller, in accordance with the Law No. 6698 on the Protection of Personal Data (“KVKK”) and the relevant legislation.

8.2. Detailed explanations regarding the scope, purposes, legal grounds, transfer, retention periods of the processing of personal data and the Member’s rights under KVKK are provided in the “Privacy Notice on the Protection of Personal Data (KVKK)” and the “Privacy Policy” available on the Platform. By approving this Agreement, the Member confirms that he/she has accessed and read the aforementioned texts and has been informed within the scope of KVKK.

8.3. If the Member wishes to receive commercial electronic messages (e-mail, SMS, calls, etc.) for marketing and promotional purposes, he/she may give separate and explicit consent within the scope of the Commercial Electronic Message Consent Text. The Member may withdraw such consent at any time. Failure to give, or subsequent withdrawal of, consent for commercial electronic messages does not affect the Member’s Platform membership and/or the Member’s rights to purchase trainings and benefit from the services.

ARTICLE 9 – DISCLAIMER AND LIMITATION OF LIABILITY

9.1. The Platform does not undertake that the services will be provided without interruption, delay or error. Temporary interruptions in the services or access problems may occur due to technical maintenance, updates, infrastructure failures, internet/communication interruptions, force majeure events, cyber-attacks and similar reasons. The Platform aims to minimize interruptions, provided that it makes reasonable efforts.

9.2. The Platform shall not be liable for any damages that may arise due to the Member’s use of the Platform in breach of this Agreement or in an incorrect manner, access via devices that do not meet the system requirements, problems arising from the Member’s own internet connection, or disruptions caused by third-party service providers outside the control of the Platform (such as hosting/infrastructure providers, internet service providers, payment institutions, etc.). However, cases arising from the Platform’s own fault are reserved.

9.3. The trainings and content on the Platform are for general information and educational purposes and do not contain any guarantee/undertaking regarding legal, financial, medical, engineering design or similar matters; they do not constitute a binding consultancy service guaranteeing employment/income or the achievement of a specific result. The Member accepts that the manner in which he/she benefits from the content and the results he/she will obtain are at his/her own discretion and responsibility.

9.4. Without prejudice to the mandatory provisions of the applicable legislation and cases of intent and gross negligence, the Platform cannot be held liable for indirect damages (such as loss of profit, loss of data, loss of reputation, business interruption, etc.) or indirect/consequential damages arising from the Member's relations with third parties. In the event that the Platform incurs liability within the scope of this Agreement, such liability shall in any case be applied only to the extent and within the limits permitted by the applicable legislation.

ARTICLE 10 – FORCE MAJEURE

10.1. Definition and scope.

Natural disasters, epidemics/pandemics, war, mobilization, riots, acts of terrorism, general strikes/lockouts, fire, general/widespread internet or power outages, country- or city-wide infrastructure and telecommunication failures, widespread and verified cyber-attacks (including DDoS), legislative changes or decisions of official authorities that enter into force, and similar events which occur beyond the reasonable control of the parties, are unforeseeable and unavoidable, and which prevent the partial or total performance of the obligations under this Agreement, shall be deemed “force majeure” events. Ordinary technical malfunctions that are foreseeable/preventable in nature arising from the fault of either party, as well as interruptions originating from the Platform's own systems that could be prevented by reasonable measures, shall not be considered force majeure.

10.2. Notification and documentation.

The party affected by force majeure shall, without delay, notify the other party via a durable medium (e.g. e-mail), specifying the nature of the force majeure event, the obligations affected and its anticipated duration, and shall, to the extent possible, seek to document it. The course of the force majeure event shall be reported at reasonable intervals.

10.3. Mitigation of effects, suspension and liability.

The party affected by force majeure is obliged to make reasonable efforts to mitigate the effects of the force majeure event and to continue performance/provision of the services. For the duration of the force majeure event, only those obligations directly affected by the force majeure shall be suspended; obligations not affected by the force majeure shall remain in force. During the force majeure period and limited to the force majeure event, the parties shall not be held liable for non-performance or delay in performance of their obligations; once the impediment is removed, performance shall resume from where it left off.

10.4. Remedy (prior to termination) and right of termination.

If, due to force majeure, the essential services of the Platform (such as access, viewing/playing of content) cannot be substantially provided for an uninterrupted period of 30 (thirty) days, or if there is a total of 45 (forty-five) days of substantial service interruption based on the same force majeure event, the Platform may, before resorting to termination, first offer options such as extension of the access period and/or compensation, subject to the Member's explicit approval and provided that this does not conflict with the applicable legislation.

If compensation is not possible, cannot be offered within a reasonable time or is not accepted by the Member, either party may terminate this Agreement by notifying the other party via a durable medium.

10.5. Refund/set-off of purchases and consumer rights.

In the event of termination and/or service interruption, the provisions of the Preliminary Information Form and the Distance Sales Agreement, as well as the mandatory consumer legislation in force, shall apply to all matters concerning refunds/set-offs, compensation, extension of access periods and similar issues relating to the Member's purchase transactions. This article may not be interpreted in a manner that narrows the rights the Member has as a consumer.



ARTICLE 11 – TERM OF THE AGREEMENT, TERMINATION AND CLOSURE OF ACCOUNT

11.1. This Agreement enters into force upon the Member's electronic approval and remains in effect until terminated by either party in accordance with the provisions of this Agreement.

11.2. The Member may, at any time, request to close his/her account/terminate his/her membership on the Platform by using the methods indicated on the Platform. Closure of the account does not affect the Member's previous purchases or the provisions of the Preliminary Information Form and the Distance Sales Agreement relating to such purchases (access, refunds/set-offs, exceptions to the right of withdrawal, etc.). Even if the Member closes his/her account, the rights of the parties with respect to completed transactions and accrued receivables/debts are reserved.

11.3. In the event that the Member acts in breach of this Agreement, the Platform rules, copyright/personality rights or the applicable legislation, the Platform shall have the right, depending on the nature of the violation, to temporarily restrict the Member's access, suspend the account or terminate the membership. In cases involving system security, legal obligations or urgent risk, the Platform may implement such measures immediately; in other cases, it is essential, to the extent possible, to notify the Member and grant a reasonable period to remedy the violation.

ARTICLE 12 – AMENDMENTS TO THE AGREEMENT

12.1. The Platform may amend this Agreement for justified reasons such as compliance with legislation, service security, prevention of abuse, technical/operational necessities and similar legitimate grounds. Amendments shall be published on the Platform and also notified to the Member via the e-mail address provided during membership and/or via in-Platform notifications.

12.2. Material amendments (including matters that significantly affect the Member's rights and obligations, such as pricing, conditions of access/use, termination of membership, authorization to use content, liability and dispute resolution) shall be notified to the Member within a reasonable time prior to their entry into force.

12.3. If the Member does not accept the amendments, he/she may terminate this Agreement without any penalty by closing his/her account/terminating his/her membership by the effective date of the amendments. The Member's continued use of

the Platform after the effective date of the amendments shall be deemed acceptance of the amendments. For Members who qualify as consumers, amendments that result in a material change to the detriment of the consumer in the contractual provisions shall not apply unless separately accepted by the Member; in such case, the Member's right to terminate without penalty is reserved.

12.4. As a rule, amendments apply prospectively. The rights already acquired by the Member with respect to trainings/digital content purchased before the amendments, as well as the provisions of the Preliminary Information Form and the Distance Sales Agreement in force at the time of purchase, are reserved; the Platform may not retroactively change, to the detriment of the Member, the access/price conditions relating to such purchases.

ARTICLE 13 – APPLICABLE LAW AND JURISDICTION

13.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Türkiye.

13.2. For Members who qualify as consumers, within the monetary limits set forth under the Law No. 6502 on the Protection of Consumers and the relevant legislation, the Consumer Arbitration Boards and Consumer Courts located at the Member's place of residence or where the transaction was carried out shall have jurisdiction.

13.3. For users who do not qualify as consumers and who act for commercial/professional purposes, the İzmir Courts and İzmir Enforcement Offices shall have jurisdiction over any disputes arising from this Agreement.

ARTICLE 14 – ENTRY INTO FORCE

The Member declares that, by ticking the "I accept" checkbox and/or giving electronic approval while creating a membership on the Platform, he/she has read this Agreement in its entirety, understood its content and accepted its provisions. This Agreement enters into force on the date it is electronically approved by the Member.

Platform

Member (User) – by electronic approval

PRIVACY POLICY

BB SIMTECH ENGINEERING & ACADEMY

BB Simtech Engineering & Academy (“Company”, “we”) attaches great importance to the privacy of our users and the protection of their personal data. This Privacy Policy explains how the personal data of individuals (“User” or “you”) who visit, register on, or purchase online training via all online interfaces accessible through the website available at www.bbsimtech.com, the subdomain **academy.bbsimtech.com**, and the other subdomains linked to them (collectively, the “Platform” or the “Site”) is collected, used, stored, and protected.

This Policy has been prepared in accordance with the Law No. 6698 on the Protection of Personal Data (“KVKK”) and the relevant secondary legislation, and should be read together with the Privacy Notice prepared under KVKK.

1. WHO ARE WE?

1.1. This Platform is an educational platform operated by **BB SIMTECH ENGINEERING & ACADEMY**, providing online training, digital content and consultancy primarily in engineering and simulation, as well as in various technical, professional and personal development fields.

Trade Name: **BB SIMTECH ENGINEERING & ACADEMY**

Address: Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir

Phone: 0538 036 05 96

E-mail: info@bbsimtech.com

2. WHAT INFORMATION DO WE COLLECT?

During your use of the Platform, the following categories of personal data may be processed:

2.1. Membership and Contact Information

- Name, surname
- E-mail address
- Username



- (If provided) phone number
- (If provided) billing/address information

2.2. Account and Usage Information

- Membership/registration date
- Courses you have purchased
- Your access and progress information relating to the trainings
- Your questions, comments and support requests

2.3. Payment and Billing Information

- Order number
- Amount paid, date and payment method
- Billing information

Note: Data such as credit card number, expiry date and CVC are processed by banks/payment institutions and are not directly stored in our systems.

2.4. Technical and Log Information

- IP address
- Browser type and version
- Device type, operating system
- Session time, login/logout information
- Error records, security logs

2.5. Cookie Data

Your use of the Site may be tracked through cookies and similar technologies. Detailed information regarding cookies is provided in the Cookie Policy.

3. FOR WHAT PURPOSES DO WE USE YOUR PERSONAL DATA?

Your personal data are processed for the following purposes:

3.1. Provision of Services and Performance of the Contract



- Creating and managing your membership account on the Platform
- Providing access to the trainings you have purchased
- Recording and displaying your training progress information
- Carrying out payment and invoicing processes
- Establishing and performing contracts such as the Distance Sales Agreement and the Membership Agreement

3.2. Communication and Support

- Sending information e-mails regarding the services
- Handling technical support and customer satisfaction processes
- Evaluating and responding to your requests and complaints

3.3. Security, Maintenance and Improvement

- Ensuring the security of the Platform
- Detecting and preventing unauthorized access and misuse
- Performing performance and usage analyses of the systems
- Improving training content and the user experience

3.4. Marketing and Campaign Activities (With Your Explicit Consent)

- Sending commercial electronic messages via e-mail or other channels regarding new trainings, campaigns and announcements
- Offering customized content and offers in line with your preferences
- For marketing-related data processing and commercial electronic messages, your separate and explicit consent is obtained; where you do not give such consent or withdraw it later, these activities are stopped.

4. LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA

Your personal data are processed on the basis of the following legal grounds:

- Establishment and performance of a contract (membership, sale and performance of trainings)

- Compliance with our legal obligations (accounting, taxation, requests from official authorities)
- Our legitimate interests (platform security, improvement, statistical analyses)
- And, where necessary, your explicit consent.

Detailed information is provided in the “**Privacy Notice on the Processing of Personal Data (KVKK Privacy Notice)**”.

5. WITH WHOM DO WE SHARE YOUR PERSONAL DATA?

Your personal data may be shared with the following parties, limited to the purposes of processing:

- **IT/Infrastructure Service Providers:** Companies providing hosting, server, backup and security services
- **Payment Institutions and Banks:** For collection of training fees and processing of refunds
- **Certified Public Accountants, Lawyers and Consultants:** For the conduct of tax, accounting and legal processes
- **Authorized Public Authorities and Institutions:** In cases where information is requested in accordance with the applicable legislation by courts, public prosecutors’ offices and regulatory authorities
- **Message Management System (iYS) and Message Service Providers:** For carrying out legal processes relating to commercial electronic messages (only if you have given explicit consent)

Your personal data shall **not** be sold to third parties under any circumstances and shall not be arbitrarily shared for purposes outside the Platform.

Transfer of Data Abroad:

If e-mail services, cloud infrastructure or similar services are located abroad, data transfers shall be carried out in compliance with KVKK and, where necessary, based on your explicit consent.

6. USE OF COOKIES

On our Platform, the following types of cookies may be used:



- **Strictly necessary cookies** for session management and security,
- **Statistical cookies** to measure use of the Site,
- **Marketing cookies** for promotional purposes, where you have given your explicit consent.

When you first visit the Site, you can manage your cookie preferences via the Cookie Notice/Banner that appears; you may allow or refuse statistical and marketing cookies.

For details, please review our Cookie Policy page.

7. HOW LONG ARE YOUR DATA RETAINED?

Your personal data are retained for:

- The mandatory retention periods stipulated in the applicable legislation (tax, commercial, accounting, etc.),
- The duration of the contractual relationship,
- The statutory limitation periods.

After the expiry of these periods, your data are deleted, destroyed or anonymized in accordance with KVKK and the relevant legislation.

By way of example:

- Invoices and financial records are retained for at least 5 years,
- Records relating to your membership account may be retained for as long as your account is active and thereafter for the duration of the applicable limitation period.

8. YOUR RIGHTS REGARDING YOUR PERSONAL DATA

Pursuant to Article 11 of KVKK, you have the following rights in relation to your personal data:

- To learn whether your data are being processed,
- If they are processed, to request information regarding such processing,
- To learn the purpose of processing and whether they are used in accordance with that purpose,

- To know the third parties to whom your data are transferred, whether at home or abroad,
- If your data are processed incompletely or inaccurately, to request their correction,
- To request the deletion or destruction of your data where the reasons requiring their processing no longer exist,
- To request that the transactions carried out in accordance with your requests for correction, deletion or destruction be notified to third parties to whom your data have been transferred,
- To object to any result arising to your detriment through the analysis of your data exclusively by means of automated systems,
- To request compensation for damages in case you suffer damage due to unlawful processing of your data.

You may exercise these rights by contacting us through the communication channels set out below.

9. HOW CAN YOU CONTACT US?

You may submit your requests regarding your personal data by:

- Sending a written and wet-signed petition to the address:
Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir,
- Using a secure electronic signature or mobile signature,
- Sending an e-mail from your registered e-mail address to **info@bbsimtech.com** in accordance with KVKK.

Your applications will be evaluated and concluded within **30 days** at the latest, in accordance with KVKK and the relevant legislation, and you will be informed of the outcome.

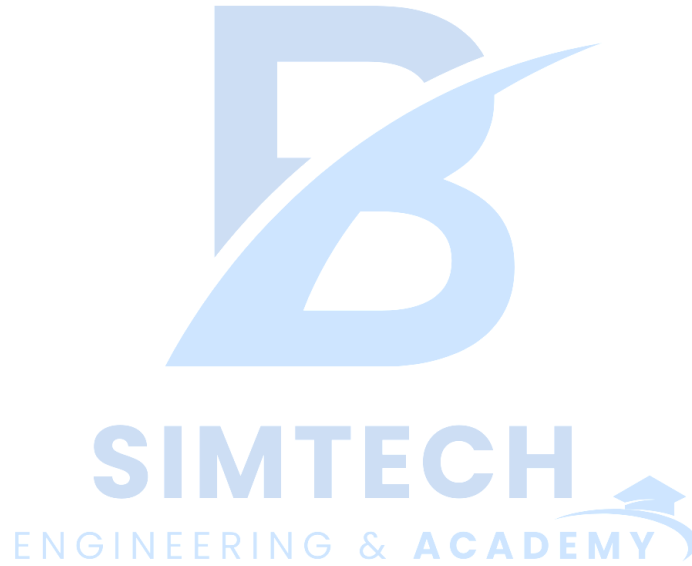


10. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy may be revised from time to time due to changes in legislation, technical requirements, or updates in our business processes. Updated versions shall become effective as of the date they are published on the website available at www.bbsimtech.com, the subdomain academy.bbsimtech.com, any other subdomains linked to them, and the related online interfaces.

We recommend that you review this Policy at regular intervals.

This Privacy Policy is deemed to be accepted upon your use of our Platform, creation of a membership or purchase of a training.



KVKK INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA

BB SIMTECH ENGINEERING & ACADEMY

(Within the scope of Membership and Online Training Sales)

Data Controller:

Trade Name: **BB SIMTECH ENGINEERING & ACADEMY**

Address: Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir

Phone: 0538 036 05 96

E-mail: info@bbsimtech.com

This Information Notice has been prepared, in our capacity as data controller, in order to inform and enlighten you, our members/participants, about the processing of your personal data pursuant to the Law on the Protection of Personal Data No. 6698 (“**KVKK**” or the “**Law**”). In accordance with Article 10 of KVKK and the “Communiqué on the Procedures and Principles to be Followed in Fulfilling the Obligation to Inform”, the following matters must, at a minimum, be notified.

1. PERSONAL DATA PROCESSED AND DATA CATEGORIES

Within the scope of creating a membership, using the Platform and purchasing online trainings, the following personal data of yours may be processed:

- **Identity Information:**
Name, surname
- **Contact Information:**
E-mail address, phone number (if provided), billing address (if provided)
- **Customer / Membership Transaction Information:**
Username, password (stored using hash/masking methods), membership/registration date, login-logout records, trainings purchased, training viewing/progress information, support requests
- **Payment and Billing Information:**

Payment amount, date, payment method used, order number, billing information

(Data such as credit card number, CVC, etc. are processed directly by the bank/payment institution and are not directly stored by us.)İşlem Güvenliği /

- **Transaction Security / Log Information:**

IP address, browser information, device information, transaction time, session records

- **Cookie Data:**

Cookie records relating to your use of the Site (for detailed information, please refer to the Cookie Policy).

2. PURPOSES OF PROCESSING PERSONAL DATA

Your personal data are processed in accordance with the principles set out in Article 4 of KVKK for the following purposes:

2.1. Purposes of Membership and Performance of the Contract

- Creating and managing your membership account on the Platform
- Providing access to the online trainings you have purchased
- Recording your training progress information and displaying it in your profile
- Carrying out payment and invoicing processes
- Responding to your user support requests (technical support, complaint handling, etc.)
- Establishing and performing contracts (Membership Agreement, Distance Sales Agreement)

2.2. Fulfilment of Our Legal Obligations

- Keeping tax, financial and accounting records
- Fulfilling retention obligations arising from legislation
- Responding to requests for information and documents from authorized institutions and organizations

2.3. Improvement of Service Quality and Legitimate Interests

- Ensuring the security of the Platform and detecting misuse

- Improving the system infrastructure, performing error and performance analyses
- Improving training content and the user experience
- User segmentation and statistical reporting (using anonymized/de-identified data)

2.4. Marketing Activities (Where Your Explicit Consent Is Present)

- Sending commercial electronic messages regarding new trainings, campaigns and announcements
- Offering personalized content, campaigns and offers

Such marketing activities are subject to your separate and explicit consent; where you do not give such consent or later withdraw it, processing for these purposes is stopped.

3. METHODS OF COLLECTING PERSONAL DATA AND LEGAL GROUNDS

Your personal data are collected through channels such as:

- Membership form (website / mobile interface)
- Training purchase (order) screens
- Contact / support forms, e-mail correspondence
- Cookies and similar tracking technologies
- Log records and system infrastructure

by partially or fully automated means, or by non-automated means provided that they are part of a data recording system.

Your data are processed on the basis of the following legal grounds under Articles 5 and 6 of KVKK:

- **KVKK Art. 5/2(c):** It is directly related to the establishment or performance of a contract (membership, distance sales agreement, access to trainings, etc.)
- **KVKK Art. 5/2(ç):** It is necessary for the data controller to fulfil its legal obligation (accounting, tax, requests from official authorities, etc.)

- **KVKK Art. 5/2(f):** It is necessary for the legitimate interests of the data controller, provided that it does not harm the fundamental rights and freedoms of the data subject (platform security, improvement, statistical analyses, etc.)

In addition, for the following activities, your explicit consent is relied upon pursuant to Article 5/1 of KVKK:

- Sending commercial electronic messages for marketing and campaign purposes
- Use of non-essential cookies and similar tracking technologies
- Transfers of data abroad that are not stipulated by legislation and are not mandatory for the performance of the contract (if any)

4. PARTIES TO WHOM PERSONAL DATA ARE TRANSFERRED AND PURPOSES OF TRANSFER

Your personal data may be transferred, within the framework of Article 8 (domestic transfer) and Article 9 (transfer abroad) of KVKK, to the recipient groups listed below, limited to the purposes of processing, based on lawful grounds in compliance with the legislation and by taking the necessary technical and administrative measures:

- **IT and Infrastructure Service Providers (Data Processors):**

To hosting, server/data center, e-mail service, cloud service, logging, backup, cyber security and maintenance/support service providers, for the purposes of operating the Platform, ensuring information security, managing errors/performance and ensuring continuity.

- **Payment Institutions and Banks:**

For the purposes of collecting training fees, carrying out payment transactions, managing refund processes, creating financial and accounting records and verifying transactions.

- **Legal, Financial and Consultancy Service Providers:**

To lawyers, certified public accountants and consultants, for the purposes of conducting legal processes, resolving disputes, carrying out audit/financial consultancy activities and fulfilling legal obligations.

- **Authorized Public Authorities and Institutions:**

To public authorities that are legally authorized to request information, including courts, public prosecutors' offices, tax offices, relevant ministries and regulatory/supervisory authorities, for the purposes of fulfilling legal obligations and responding to official requests.

- **Message Management System (İYS) and Message Service Providers:**

For the purposes of carrying out processes relating to the sending and management of commercial electronic messages, and fulfilling İYS obligations, within the scope of sending e-bulletins/campaign messages where the Member has separately given consent.

- **Possibility of Transfer Abroad:**

In cases where the IT infrastructure, e-mail/cloud services or similar service providers we use have servers located abroad or the service is provided from abroad, your personal data may be transferred abroad. In such cases, the transfer is carried out within the scope of Article 9 of KVKK, on the basis of an adequacy decision, the provision of appropriate safeguards (e.g. standard contractual clauses announced by the Board, binding corporate rules, etc.) or the exceptional circumstances stipulated in Article 9; in the relevant case, additional information shall be provided and/or your explicit consent shall be obtained where necessary.

5. RETENTION PERIODS FOR PERSONAL DATA

Your personal data are retained for as long as necessary for the purposes for which they are processed, as well as for the mandatory retention periods stipulated in the applicable legislation or required for the fulfilment of our legal obligations, and for the duration of the limitation periods applicable to the resolution of disputes and the establishment/exercise/protection of rights. Upon expiry of these periods and where the conditions requiring the processing of personal data no longer exist, your personal data are deleted, destroyed or anonymized by the data controller, either ex officio or upon your request, in accordance with KVKK and the relevant legislation.

By way of example:

- **Accounting and invoice records:** At least 5 years, as required by tax legislation

- **Your membership account:** Retained for as long as your account remains active and, following closure of your account, for the duration of the relevant limitation period.

6. YOUR RIGHTS UNDER KVKK (ART. 11)

Pursuant to Article 11 of KVKK, as a data subject you have the right to apply to the data controller and:

1. Learn whether your personal data are being processed,
2. Request information if your personal data have been processed,
3. Learn the purpose of the processing of your personal data and whether they are used in accordance with their purpose,
4. Know the third parties to whom your personal data are transferred, whether domestically or abroad,
5. Request the correction of your personal data if they have been processed incompletely or inaccurately,
6. Request the deletion or destruction of your personal data in accordance with KVKK and the relevant legislation,
7. Request that the transactions carried out pursuant to subparagraphs (5) and (6) be notified to third parties to whom your personal data have been transferred,
8. Object to any result arising to your detriment through the analysis of your processed data exclusively by means of automated systems,
9. Request compensation for damages in case you suffer damage due to unlawful processing of your personal data.

7. HOW CAN YOU EXERCISE YOUR RIGHTS?

You may submit your requests under KVKK to our Company, acting as data controller, through any of the following channels:

- By sending a written and wet-signed petition to the address:
Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir,
- By using a secure electronic signature or mobile signature,



- By sending an e-mail from your registered e-mail address to **info@bbsimtech.com**, in accordance with KVKK and the relevant Communiqué.

As a rule, your application must include your name and surname, (in written applications) signature, Turkish ID number (for foreigners, nationality/passport number), address for notification, and, if any, your e-mail address/telephone number and the subject of your request; you may also attach any information and documents relating to your request to your application.

Your applications will be evaluated and finalized as soon as possible and in any case within **30 (thirty) days**, in accordance with KVKK and the relevant legislation. As a rule, your applications will be concluded free of charge; however, if the handling of your request requires an additional cost, a fee may be charged in accordance with the tariff determined by the Personal Data Protection Board.

8. RIGHT TO UPDATE

This Clarification Text may be updated in line with changes in our business processes, as well as technical and legal requirements. Updates shall become effective as of the date they are published on the website available at www.bbsimtech.com, the subdomain academy.bbsimtech.com, any other subdomains linked to them, and the related online interfaces.

COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

BB SIMTECH ENGINEERING & ACADEMY

This Copyright and Intellectual Property Policy (“Policy”) sets out the principles regarding the protection of intellectual and industrial property rights in relation to all training and digital content provided through the **website available at www.bbsimtech.com, the subdomain academy.bbsimtech.com, any other subdomains linked to them, and the related online interfaces** (collectively, the “Platform”) operated by BB Simtech Engineering & Academy.

All visitors and members using the Platform (“**User**”) are deemed to have read and accepted this Policy, as well as the Terms of Use / Membership Agreement, the Distance Sales Agreement and similar texts.

1. GENERAL PRINCIPLES AND SCOPE

1.1. The following, provided via the Platform:

- Video lessons, live broadcasts, class recordings,
- PDF documents, presentations, notes, technical documents, assignments/question sets, quizzes and exams,
- Texts, graphics, images, logos, designs, interface, software code, databases,
- All kinds of written, visual, audio and digital content

constitute “works” within the meaning of the applicable legislation, in particular the Law No. 5846 on Intellectual and Artistic Works, and all economic rights and other intellectual and industrial property rights therein belong to the Platform or to third parties (such as instructors, business partners, etc.) from whom the Platform has obtained licenses.

1.2. The User accepts that ownership of any content accessed via the Platform does **not** pass to the User, and that only a limited right of access, restricted to personal use, is granted within the framework of this Policy and the relevant agreements.

2. LICENSE / RIGHT OF USE GRANTED TO THE USER

2.1. The User may use the trainings and digital content purchased or accessed via the Platform solely for his/her own personal and individual educational purposes, within the



limits of the access period, under a non-exclusive, non-transferable and non-sublicensable license.

2.2. The right of use granted to the User does **not** include any right of resale, distribution, reproduction, rental, communication to the public/public transmission, commercial use or enabling use by third parties. For corporate/multi-user usage, a separate written license agreement must be concluded with the Platform.

3. PROHIBITED ACTS

The User accepts and undertakes not to engage in any act that infringes intellectual property rights, including but not limited to those listed below:

3.1. Prohibition of Reproduction and Distribution

- Copying, reproducing or transferring to digital or physical media any video lessons, recordings, PDFs, presentations or other materials without authorization,
- Sending, sharing or publishing such content to/with third parties via e-mail, file sharing platforms, social media or similar means.

3.2. Prohibition of Screen Recording / Audio Recording

- Taking screen recordings of lesson videos,
- Recording audio or recording and storing the content with other devices,
- Transmitting such recordings to third parties or sharing them on the internet.

3.3. Prohibition of Unauthorized Publication and Transmission

- Publishing Platform content without authorization on YouTube, Vimeo, social media, forums, websites or other training platforms,
- Creating any kind of “sharing group” for the purpose of distributing content in any medium.

3.4. Prohibition of Corporate Use / In-Class Display

- Using Platform content for corporate training, group/class display or in-company training purposes, or showing it to third parties, without a separate written license agreement with the Platform.

3.5. Prohibition of Account Sharing and Multi-User Use

- Sharing the User account, username and password with third parties,
- Allowing a single User account to be used simultaneously or de facto by more than one person,
- Renting out, selling or otherwise allowing third parties to use the account.

3.6. Prohibition of Reverse Engineering and Modification

- Engaging in reverse engineering attempts aimed at extracting the source code of the Platform,
- Engaging in any conduct aimed at breaking or disabling any protection mechanism,
- Making unauthorized modifications to the content or creating derivative works.

4. USER-GENERATED CONTENT

4.1. The User undertakes that any questions, comments, assignments, files and similar content (“**User Content**”) shared on the Platform are lawful and do not infringe the copyrights or personality rights of third parties.

4.2. With respect to any User Content uploaded or submitted to the Platform, the User accepts that he/she grants the Platform a non-exclusive, royalty-free, worldwide license limited to the purposes of providing, operating and improving the Platform’s services, carrying out moderation, ensuring security and fulfilling legal obligations. As a rule, if the Platform wishes to use User Content for marketing/promotional purposes, it will obtain separate permission; without such permission, it may use such content only in anonymized form for example/statistical purposes.

4.3. The Platform shall have the right to remove or restrict access to any User Content that it considers to be unlawful or in breach of this Policy, without prior notice.

5. CONSEQUENCES IN CASE OF INFRINGEMENT

5.1. In the event that the User acts in breach of this Policy or infringes the copyrights and intellectual property rights of the Platform and/or the instructors, the Platform shall have the right to take the following measures:

- Immediately suspend or permanently close the User’s account,

- Partially or completely block the User's access to the Platform,
- Remove access to the relevant content,
- Where deemed necessary, initiate legal and criminal proceedings.

5.2. The User accepts that, due to copyright infringement, he/she shall be obliged, under the general provisions, to compensate all direct and indirect damages, loss of profit, and all litigation expenses and attorney fees that may be incurred by the Platform, the relevant instructors and right holders.

5.3. Copyright and intellectual property infringements may give rise not only to legal liability towards the Platform, but also to sanctions under criminal law. The User acknowledges and accepts that all responsibility in this regard rests with him/her.

6. TRADEMARKS, LOGOS AND OTHER SIGNS

6.1. All trademarks, trade names and signs on the Platform, including the name of the Platform, logos, domain name, designs and similar elements, belong to the Platform or are used by the Platform under license agreements.

6.2. The User may not use, reproduce or make subject to any commercial activity the Platform's trademarks and logos in any way without obtaining prior written permission.

7. REQUESTS FOR PERMISSION AND QUOTATIONS

7.1. Without prejudice to the statutory free use/exceptions provided under the Law on Intellectual and Artistic Works (FSEK) and the relevant legislation (e.g. quotations made in compliance with citation conditions), if the User wishes to make extensive quotations from the content belonging to the Platform, reproduce, republish, use such content in corporate presentations/trainings or make it the subject of a commercial work, the User must contact the Platform in advance to obtain written permission.

7.2. The Platform is free to decide whether or not to grant such permission, depending on the scope of the intended use, and may, where it deems necessary, request the conclusion of a separate license agreement.

8. AMENDMENTS TO THE POLICY

8.1. The Platform reserves the right to unilaterally update this Policy at any time. Updated versions shall enter into force as of the moment they are published on the Platform.

8.2. As a rule, amendments apply prospectively. If the User does not accept the amendments, the User has the right to close his/her account/terminate his/her membership until the effective date of the Policy. The User's continued use of the Platform after the effective date shall be deemed acceptance of the provisions of the updated Policy.

9. CONTACT

For any questions, requests or infringement notices related to this Policy, you can contact us using the details below:

Trade Name: **BB SIMTECH ENGINEERING & ACADEMY**

Address: Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir

Phone: 0538 036 05 96

E-mail: info@bbsimtech.com

