

TERMS OF USE

These “**TERMS OF USE**” apply to the website www.ataermadencilik.com.tr and apply to all information and content on this SITE.

Before using the SITE, please carefully read the provisions of these TERMS OF USE, THE DISCLOSURE AND SECURITY AND PRIVACY POLICY UNDER THE LAW ON THE PROTECTION OF PERSONAL DATA. By entering the SITE and continuing to use the SITE, you are deemed to have been informed of and agree to these terms and conditions. If you do not agree to these terms and conditions, please refrain from using OUR SITE.

The following definitions shall have the following meanings:

“**OYAK**”: shall refer to OYAK Group.

“**ATAER MADENCİLİK**” : shall refer to Ataer Madencilik San. Ve Tic. A.Ş.

“**SECURITY AND CONFIDENTIALITY**” : The provisions posted within the SITE that contain the regulations on the security and confidentiality of the SITE.

“**PDPL INFORMATION**” : shall refer to the information and approval text pertaining to the storage and/or processing of User data under the Law No. 6698 on the Protection of Personal Data.

“**USER**” : USER shall refer to the natural or legal person (s) who access the SITE and benefit from the SITE under the conditions and provisions of the LAW ON THE PROTECTION OF PERSONAL DATA by reading and accepting the provisions of THE INFORMATIONAL AND SECURITY AND PRIVACY POLICY.

“**SITE**” : shall refer to www.ataermadencilik.com.tr

ATAER MADENCİLİK strives to keep the SITE up-to-date but does not guarantee that the information on the SITE will be up-to-date at any time. ATAER MADENCİLİK reserves the right to unilaterally change the information and contents of the SITE at any time without prior notification. These changes will become effective immediately upon publication to the SITE. The information and content provided on the SITE are provided on an “as is” basis. ATAER MADENCİLİK does not accept any responsibility for any loss that has arisen or may arise as a result of any operations carried out by the USER, visitor or any natural or legal person familiar with the contents of the SITE based on their interpretation of the information contained in the SITE.

You take full responsibility for your use of the SITE. For this purpose, we recommend that you use the SITE only by providing accurate information to those authorized to do so.

We assume no responsibility for any direct, indirect, pecuniary and non-pecuniary damages, including loss of profits, arising from the use of the SITE.

Despite the best security systems being implemented for the protection of our SITE, we do not guarantee uninterrupted service. We will not be liable for any loss or damage caused by or resulting from connection failures, telephone disruptions, overloading of the network, technical failures, government measures, attacks on the SITE or the portal by any third party or any other action which prevents the use of the SITE, or any temporary interruptions, malfunctions or other adverse consequences beyond our control which we are unable to prevent in any way, even though we have taken the necessary care.

ATAER MADENCİLİK shall not be held responsible for any losses or damages arising from the acts or omissions of the USER.

You must refrain from any unauthorized access attempts to our SITE, the service provider of OUR SITE, or any computer or database linked to OUR SITE.

You must not carry out an attack on OUR SITE that renders system resources unusable or restricts or inhibits the use of system resources. If you violate this rule, you will be charged with a criminal offense under the laws. We will seek legal sanction of any such breach if it occurs, and will cooperate with such authorities by revealing your identity. In the event of such a breach your right to use OUR SITE will immediately cease.

We will not be liable for any loss or damage caused by viruses, Trojan horses, worms, logic bombs or other harmful technological materials or elements, to your computer hardware, computer programs or data or other related material arising from the use of our SITE or any website associated with our SITE or the downloading of content and materials.

We would like to inform you that by including viruses, Trojans, worms, logic bombs and other harmful technological materials and elements on OUR SITE, you will be solely responsible for any loss or damage to us or any third parties caused by unavailability of our SITE or your actions that limit or prevent the use of our SITE, irrespective of the extent of your fault. Please only use genuine and secure software and do not contain any viruses of your computer or system prior to entering the SITE and make sure your system is free from malware, viruses, etc.

ATAER MADENCİLİK reserves the right to change the conditions of use at any time. You are expected to check the TERMS OF USE from time to time and review any relevant changes, as they are binding on you. Some of the TERMS OF USE rules may be canceled by publication on another section of OUR SITE. Laws of the Republic of Turkey shall apply in the interpretation and implementation of the TERMS OF USE. Istanbul Courts and Execution Offices shall be authorized to settle any disputes that may arise or be related to the TERMS OF USE and the visit to our SITE.

We would like to remind you that we will keep your information in our system within the scope of the provisions contained herein and the Law No. 6698 on the Protection of Personal Data, and that you use our SITE to record the provisions contained herein and to allow such records to be kept. In this context, please read the "Information on the PDPL" text on the SITE.

For further information and any questions, please contact us at iletisim@ataermadencilik.com.tr