

TERMS OF SERVICE

Version 2.0 · Effective Date: 29 September 2026

This English version is provided for information purposes. In the event of any discrepancy between the Turkish and English versions, the Turkish version shall prevail.

1. Parties

1.1 This Service Agreement (the "Agreement") is entered into, subject to the terms and conditions set out below, by and between Berke FİNCANCI – AnkSOFT Bilişim ve Telekomünikasyon Hizmetleri, residing at Büyükesat Mah. Çiçekdağ Sk. Cam Apt. No:12 İç Kapı No:4 Çankaya/Ankara, with tax identification number 3880464628 at Cumhuriyet Tax Office (hereinafter referred to as "AnkSOFT"), on the one part, and the natural or legal person who creates a customer account and/or purchases a service via www.anksoft.net (hereinafter referred to as the "Customer"), on the other part. AnkSOFT and the Customer shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

1.2 AnkSOFT contact details: telephone +90 850 885 10 17, e-mail info@anksoft.net, and hukuk@anksoft.net for legal notices.

2. Definitions

2.1 In this Agreement, the following terms:

- "Service": web hosting, reseller hosting, virtual dedicated server (VDS), dedicated server, game server, server co-location, domain name, DDoS protection and all related products and services provided by AnkSOFT;
- "Customer Panel": the online management area accessed by the Customer via www.anksoft.net, through which the Customer carries out order, invoice, support ticket and service management operations;
- "Service Period": the monthly, quarterly, semi-annual, annual or multi-year term selected by the Customer at the time of ordering and paid for in advance;
- "Due Date": the date stated on the invoice on which the Service Period expires;
- "Credit": any amount deposited into the Customer's account or allocated to it by way of refund or under the affiliate programme, which may be used solely towards the fees for AnkSOFT services;
- "Consumer": a Customer who is a natural person acting for purposes other than commercial or professional purposes within the scope of Law No. 6502 on Consumer Protection;
- "Product Annex": the annexes forming an integral part of this Agreement and containing provisions specific to particular types of service,

shall have the meanings set out above.

3. Subject Matter, Formation and Scope of the Agreement

3.1 The subject matter of this Agreement is to set out the terms governing the provision by AnkSOFT of the Service purchased by the Customer, and the mutual rights and obligations of the Parties.

3.2 The Agreement is concluded upon the Customer's electronic confirmation, at the ordering stage, that the Customer has read and accepted this Agreement. The Agreement shall remain in force for as long as there is an active Service on the Customer's account or any unpaid debt remains outstanding between the Parties.

3.3 The Agreement consists of these general terms, the Product Annexes, and the package features displayed on the relevant product page and order screen on the date on which the order is placed. In the event of any conflict between the general terms and the Product Annexes, the provisions of the Product Annex shall prevail with respect to the relevant service.

3.4 Matters relating to the processing of personal data are governed by the KVKK Personal Data Protection Notice and the Privacy Policy published at www.anksoft.net. The Customer acknowledges that it has been informed, by means of the KVKK Personal Data Protection Notice, of the processing of its personal data by artificial intelligence-assisted systems and of the hosting and processing of its personal data on servers located in Türkiye or abroad and its transfer abroad.

4. Delivery of the Service

4.1 The Service is delivered to the Customer, following receipt of payment in AnkSOFT's accounts, either automatically or by manual set-up by AnkSOFT. The Service access details are made available in the Customer Panel and/or sent to the Customer's registered e-mail address.

4.2 AnkSOFT has the right to request that the Customer verify its identity, address and payment details before or after completion of the order. Orders that cannot be verified within a reasonable time, or that give rise to suspicion of abuse, may be cancelled.

4.3 AnkSOFT reserves the right to refuse new paid orders without stating any reason. In such case, the full amount collected shall be refunded to the payment method used.

5. Fees and Payment

5.1 Service fees are the prices published on www.anksoft.net on the date of the order. Invoices are issued in accordance with the tax legislation in force.

5.2 Service fees are collected in advance at the start of the Service Period. Renewal invoices are issued and notified to the Customer 7 (seven) days before the Due Date.

5.3 Any Service not paid for by the Due Date shall be suspended within 1 (one) day following the Due Date. If the fee for the suspended Service is not paid within 4 (four) days from the Due Date, the Service shall be terminated and all data relating to the Service shall be permanently deleted. The Customer acknowledges that AnkSOFT shall not be held liable for any data loss resulting from such termination.

5.4 A late payment fee equal to 5% (five per cent) of the invoice amount shall be added to invoices paid after the Due Date.

5.5 AnkSOFT has the right to change product prices and package contents. However, the fee for an ongoing Service Period may not be changed; existing Services shall continue to be renewed at the price and on the package terms applicable on the date of their purchase. Should the Customer wish to benefit from new package terms, the Customer must cancel the existing Service and place a new order.

5.6 For payments made by bank transfer/EFT, the Customer is obliged to make payment only to the AnkSOFT bank accounts announced on www.anksoft.net, stating the invoice or customer number in the description field. AnkSOFT shall not be held liable for payments made in error to accounts belonging to third parties.

6. Credit

6.1 Credit may be used solely to pay the fees for services belonging to the Customer's own account; it may not be converted into cash, transferred to a bank account or assigned to another customer account.

6.2 Any difference arising from a package downgrade shall be allocated to the Customer's account as Credit.

7. Right of Withdrawal and Refund Terms

7.1 Pursuant to paragraph 1 of Article 15 of the Distance Contracts Regulation, the right of withdrawal cannot be exercised in respect of contracts listed in sub-paragraph (ğ), namely "contracts for services performed instantly in electronic form or for intangible goods delivered instantly to the consumer", and in sub-paragraph (h), namely "contracts for services the performance of which has commenced with the consumer's approval before the expiry of the withdrawal period". A Customer who is a Consumer acknowledges that AnkSOFT's services are performed instantly in electronic form and that their performance commences with the Customer's own approval, and that there is therefore no right of withdrawal. The Customer declares that, at the ordering stage, it requested that performance of the Service commence immediately and that it is aware that it thereby loses its right of withdrawal.

7.2 For web hosting and reseller hosting services, the Customer may request a refund by way of a support ticket within 3 (three) days from the date of the initial order. Upon a request made within this period, the Service fee shall be refunded to the Customer's account as Credit. Renewal invoices and requests made after the expiry of the 3 (three) day period are not eligible for a refund.

7.3 For virtual dedicated server (VDS), dedicated server, game server, server co-location, domain name and software licence services, the right to a refund ends upon delivery of the Service; fees paid for these services shall not be refunded under any circumstances.

7.4 Where the Customer requests cancellation during the Service Period, cancellation shall take effect either on the requested date or at the end of the Service Period. The fee attributable to the unused portion of the Service Period shall not be refunded.

7.5 Where the Service cannot be delivered at all for a reason attributable to AnkSOFT, or is terminated by AnkSOFT without any breach of contract by the Customer, the fee corresponding to the unused portion of the Service Period shall be refunded to the payment method used.

8. Acceptable Use Rules

8.1 The Customer is obliged to use the Service in compliance with the legislation of the Republic of Türkiye, the legislation of the country in which the service is located, public morality and the provisions of this Agreement. The following acts are strictly prohibited where carried out through the Service or with reference to the Service:

- sending bulk and/or commercial electronic messages (spam) without the prior consent of the recipients, or setting up "Sender" information in a misleading or false manner;
- phishing, fraud, the sale of counterfeit products or services, and the publication of misleading or unlawful content;
- hosting or distributing content that infringes intellectual and industrial property rights, unlicensed software and pirated material;
- hosting or publishing illegal obscene content, child abuse content and gambling content;
- running cryptocurrency mining software;
- hosting or running stresser, booter or similar attack tools;
- attempting unauthorised access to, or attacks against, the systems of third parties, including port scanning, vulnerability scanning, brute force and denial-of-service attacks;
- operating an open proxy, open e-mail relay (open relay) or open DNS resolver;
- using or impersonating (spoofing) IP or MAC addresses not allocated by AnkSOFT;
- any use of such a nature as to disrupt the normal operation of AnkSOFT's infrastructure or of other customers' services.

8.2 Network monitoring and diagnostic operations carried out by the Customer on its own server and directed solely at its own systems do not fall within the scope of this Clause.

8.3 Where AnkSOFT determines that the provisions of this Clause have been breached, AnkSOFT has the right, taking into account the severity of the breach, to warn the Customer, restrict or suspend the Service, or terminate the Agreement. In cases that threaten AnkSOFT's infrastructure, other customers or third parties, or that are manifestly unlawful, the Service may be suspended without prior notice to the Customer.

8.4 AnkSOFT is obliged to take the necessary actions and to share records with the relevant authorities in response to requests from competent authorities and within the framework of its obligations under Law No. 5651 and related legislation.

9. Cyber Attacks and DDoS Protection

9.1 AnkSOFT operates protection systems against denial-of-service (DDoS) attacks on its network infrastructure. The scope and capacity of the protection are as specified on the relevant product page. AnkSOFT does not undertake that attacks will be fully prevented under all circumstances.

9.2 In the event of attacks that exceed the protection capacity or that affect AnkSOFT's infrastructure and other customers, AnkSOFT has the right, in order to protect the integrity of the infrastructure, to temporarily reroute the traffic of the targeted IP address or to disconnect it from the network (null-route). The Service shall be made accessible again once the attack has ended.

9.3 Temporary measures applied under this Clause do not constitute a breach of the Agreement and may not give rise to any claim for a refund or compensation.

10. Resource Usage

10.1 The Customer shall use the Service within the processor, memory, disk, traffic and connection speed limits specified in the package purchased.

10.2 In shared services (web hosting and reseller hosting), where resource usage is detected at a level that affects the quality of service of other customers, AnkSOFT has the right to inform the Customer and propose an upgrade to a higher package. Should the Customer not accept this proposal, AnkSOFT may apply technical restrictions in order to bring resource usage within the package limits; and where the usage threatens the infrastructure, AnkSOFT may suspend the Service.

10.3 AnkSOFT has the right to charge additional fees, in accordance with its published tariff, for network traffic and connection speed usage exceeding the scope of the package.

11. Backups and Data Protection

11.1 The backing up of all data located on the Service is the responsibility of the Customer. The Customer is obliged to keep up-to-date backups of its data outside AnkSOFT's infrastructure.

11.2 Backups taken by AnkSOFT in respect of the services specified in the Product Annexes are intended to ensure the security of AnkSOFT's infrastructure and do not constitute an undertaking to the Customer to retain backups or to perform restorations.

11.3 AnkSOFT shall not be held liable for data loss, service interruption and any damage arising therefrom resulting from disk failures, server failures and other hardware failures, software errors, cyber attacks or the Customer's own actions. The Customer acknowledges that it may not bring any claim for a refund, compensation or otherwise against AnkSOFT on such grounds.

12. Account Security

12.1 Maintaining the confidentiality of the Customer Panel and Service access details is the responsibility of the Customer. The Customer acknowledges that it shall itself be liable for any damage arising from such details being obtained or used by third parties.

12.2 The Customer is obliged to notify AnkSOFT immediately upon becoming aware of any unauthorised access to its account. Upon such notification, AnkSOFT shall carry out the necessary actions to reset the access details.

12.3 The Customer must keep its account information (first name, surname, address, e-mail, telephone, Turkish identity number or tax number) accurate and up to date. The provision of false information constitutes grounds for termination of the Agreement.

13. Service Continuity and Limitation of Liability

13.1 AnkSOFT takes reasonable technical and administrative measures to provide the Service in an uninterrupted and secure manner. Planned maintenance work shall, where possible, be notified to the Customer in advance.

13.2 AnkSOFT's total liability arising from this Agreement is limited to the fee paid by the Customer in the most recent Service Period for the Service giving rise to the damage. AnkSOFT shall not be held liable for indirect damages such as loss of profit, loss of business, loss of reputation and loss of data.

13.3 The limitations of liability set out in this Clause shall not apply to damage arising from AnkSOFT's wilful misconduct or gross negligence, or to liabilities that cannot be limited under mandatory rules of law.

14. Force Majeure

14.1 Events beyond the control of the Parties and not foreseeable in advance, such as natural disasters, fire, flood, earthquake, epidemic, war, acts of terrorism, strikes, power outages, outages originating from upstream connectivity providers, cyber attacks exceeding capacity, and decisions of official authorities, shall be deemed force majeure.

14.2 For the duration of a force majeure event, the obligations of the Parties affected thereby shall be suspended, and the Parties shall not be held liable for obligations that cannot be performed due to force majeure. Should the force majeure event continue for more than 30 (thirty) days, either Party may terminate the Agreement.

15. Termination of the Agreement

15.1 The Customer may terminate the Agreement at any time by submitting a cancellation request via the Customer Panel. Upon termination, the provisions of Clause 7 shall apply.

15.2 AnkSOFT has the right to terminate the Agreement immediately and unilaterally where the Customer acts in breach of this Agreement, fails to fulfil its payment obligations, provides false information, engages in conduct involving insult, threats or harassment directed at AnkSOFT personnel, or engages in acts that would damage the commercial reputation of AnkSOFT or of other customers.

15.3 In the event of termination pursuant to Clause 15.2, the Customer may not claim a refund of the fee attributable to the unused portion of the Service Period. AnkSOFT's right to claim compensation for damage suffered as a result of the termination is reserved.

15.4 AnkSOFT may terminate the Agreement for reasons falling outside the scope of Clause 15.2, subject to giving at least 15 (fifteen) days' prior written notice. In such case, the provision of Clause 7.5 shall apply.

16. Affiliate Programme

16.1 Commissions earned under the affiliate programme shall be allocated to the Customer's account as Credit and are subject to the provisions of Clause 6. As AnkSOFT is not a payment institution, commissions are not paid to bank accounts.

16.2 AnkSOFT has the right to change affiliate commission rates with prospective effect. Such changes shall not affect commissions earned before their effective date.

16.3 In the event of abuse of the affiliate programme (obtaining commission on one's own orders, creating fake accounts and similar acts), the relevant commissions shall be cancelled.

17. Amendments to the Agreement

17.1 AnkSOFT has the right to amend this Agreement. Amendments are published at www.anksoft.net and notified to Customers with an active service via their registered e-mail address.

17.2 Amendments shall enter into force 15 (fifteen) days after the date of notification. Should the Customer not accept the amendments, the Customer's right to terminate the Agreement until the effective date is reserved. Continued use of the Service after the effective date shall constitute acceptance of the amendments.

17.3 Mandatory amendments arising from changes in legislation or decisions of competent authorities shall enter into force on the date of their publication.

18. Notices and Evidence Agreement

18.1 Notices between the Parties shall be given via the Customer's registered e-mail address, support tickets in the Customer Panel, and AnkSOFT's contact addresses specified in Clause 1. Notices sent to the Customer's registered e-mail address shall be deemed served on the date of dispatch.

18.2 In any disputes that may arise from this Agreement, AnkSOFT's electronic records, system and access logs, Customer Panel records and e-mail correspondence shall constitute evidence pursuant to Article 193 of the Code of Civil Procedure No. 6100.

19. Governing Law and Competent Authority

19.1 This Agreement is governed by the laws of the Republic of Türkiye.

19.2 A Customer who is a Consumer may, in disputes, apply to the Consumer Arbitration Committee at its place of residence or at the place where the transaction was carried out, within the monetary limits announced annually by the Ministry of Trade, and to the Consumer Courts for disputes exceeding those limits.

19.3 The Ankara Central (Courthouse) Courts and Enforcement Offices shall have jurisdiction over disputes arising with a Customer who is not a Consumer.

20. Entry into Force

20.1 This Agreement consists of 20 (twenty) main clauses and 6 (six) Product Annexes and enters into force upon the Customer's electronic confirmation at the ordering stage. This version of the Agreement applies to orders placed after its date of publication; for existing Customers, it enters into force within the framework of the provisions of Clause 17.

ANNEX-1 Game Server Services

E1.1 A game server may be used solely for the game purchased. Running any game, application or service other than the purchased game on the server is prohibited.

E1.2 A game server is set up automatically and delivered instantly following completion of the order. Pursuant to the provisions of Clauses 7.1 and 7.3, there is no right to a refund for game server services.

E1.3 No backup service is provided for game server services. The backing up of all data on the server, including world, map, player and configuration data, is the sole responsibility of the Customer.

E1.4 The installation, compatibility, security and licensing of mods, plugins, maps and similar third-party content are the responsibility of the Customer. Performance issues and failures arising from such content are not the responsibility of AnkSOFT.

E1.5 The Customer is obliged to comply with the terms of use (EULA and the like) set by the game's developer or publisher. AnkSOFT shall not be held liable for decisions taken by the publisher (licence revocation, removal from the server list, banning and the like).

E1.6 The IP address and port numbers allocated to a game server are determined by AnkSOFT. AnkSOFT has the right, on grounds of maintenance, capacity management or security, and subject to giving prior notice to the Customer, to migrate the server to another physical server and to change the IP/port details.

E1.7 Game server services are provided at the domestic or foreign location specified in the package. A Customer who selects a service at a foreign location has itself requested that the data it uploads to the server be hosted abroad and, as the data controller in respect of such data, bears the obligations arising under the KVKK.

ANNEX-2 Web Hosting and Reseller Hosting Services

E2.1 Web hosting and reseller hosting services are provided on shared infrastructure. The Customer is obliged to comply with the disk, file count (inode), processor, memory and e-mail sending limits specified in the package.

E2.2 AnkSOFT may periodically take infrastructure backups for these services. Such backups fall within the scope of Clause 11.2; the Customer is obliged to take its own backups separately.

E2.3 Where commercial software (forum, portal, content management system and the like) for which the licence fee has not been paid is used, the relevant account may be suspended.

E2.4 A reseller hosting Customer is personally liable to AnkSOFT for the services it provides to its own customers and for any acts of those customers in breach of this Agreement. The obligation to provide support to the Reseller Customer's own customers rests with the Reseller Customer.

E2.5 The refund terms for these services are set out in Clause 7.2.

ANNEX-3 Virtual Dedicated Server (VDS) Services

E3.1 Under the VDS service, the Customer is granted administrator (root/administrator) privileges. The management of the operating system, software and security configuration is the sole responsibility of the Customer.

E3.2 AnkSOFT does not perform backups for VDS services. The Customer is solely responsible for backing up its data.

E3.3 The processor, memory and disk resources specified in the package are allocated to the Customer.

E3.4 IP addresses allocated to the Customer belong to AnkSOFT and revert to AnkSOFT upon expiry of the Service. The use of IP addresses that have not been allocated is prohibited under Clause 8.1.

E3.5 The Customer is responsible for any consequences that may arise from installation, configuration and similar operations carried out by AnkSOFT at the Customer's request.

ANNEX-4 Dedicated Server Services

E4.1 Under the dedicated server service, the hardware belongs to AnkSOFT or to AnkSOFT's partner data centre, and the Customer is granted only a right of use for the duration of the Service Period.

E4.2 In the event of a hardware failure, AnkSOFT shall replace the faulty component within a reasonable time. AnkSOFT shall not be held liable for data loss and service interruptions caused by disk, server and other hardware failures or by component replacement; the provision of Clause 11.3 is reserved.

E4.3 AnkSOFT does not perform backups for dedicated server services; the management of the operating system, software and security is the responsibility of the Customer.

E4.4 Services provided at locations abroad are performed through data centres and server rental service providers located abroad and are additionally subject to the legislation and usage rules applicable to the relevant data centre and service provider. A Customer who selects a service at a foreign location has itself requested that the data it uploads to the server be hosted abroad and, as the data controller in respect of such data, bears the obligations arising under the KVKK.

E4.5 For dedicated server services located in Turkey, the provisions of Clauses E5.10, E5.11 and E5.12 shall apply to the measurement and commitment of connection speed and to the charging of any excess.

ANNEX-5 Server Co-Location Services

E5.1 The server co-location service covers the housing of hardware belonging to the Customer in AnkSOFT's Istanbul data centre and the provision of power and internet connectivity to the hardware. The management of the hardware and the software on it is the sole responsibility of the Customer.

E5.2 The provisions of Clause 5 shall apply to matters of payment, suspension and termination relating to the server co-location service.

E5.3 Should the Customer wish to terminate the service, the Customer is obliged to give written notice of this request by way of a support ticket via the Customer Panel at least 7 (seven) days before the end of the Service Period. The fee attributable to the unused portion of the Service Period paid in advance shall not be refunded.

E5.4 In the event that the power consumption limit specified in the package is exceeded, AnkSOFT has the right to charge additional fees in accordance with its published tariff or to require a change of package. The provisions of Clauses E5.10, E5.11 and E5.12 shall apply to the commitment of connection speed and to the charging of any excess.

E5.5 The Customer is obliged to insure its hardware in its own name and for its own account. AnkSOFT shall not be held liable for damage to hardware resulting from fire, earthquake, flooding and similar natural disasters or from force majeure.

E5.6 Physical operations carried out on the hardware at the Customer's request, such as installation, maintenance, component replacement and relocation, are carried out under the Customer's responsibility. Unless AnkSOFT has acted with wilful misconduct or gross negligence, AnkSOFT shall not be held liable for any damage or loss that may occur during such operations.

E5.7 Hardware shall be shipped to the data centre carriage prepaid by the sender and suitably packaged. Shipments sent carriage forward (payable by the recipient) are not accepted. The carrier is liable for any damage or loss occurring during shipment.

E5.8 Following expiry of the Service, the hardware shall be collected by the Customer within 15 (fifteen) days or, at the Customer's request, handed over to a carrier for shipment carriage forward (payable by the recipient). For hardware not collected within this period, AnkSOFT has the right to charge a daily storage fee in accordance with its published tariff. The Customer is obliged to inspect the hardware upon handover; no subsequent claims may be made for damage or deficiencies not reported at the time of handover.

E5.9 Until the Customer's debts to AnkSOFT have been paid in full, AnkSOFT has the right to exercise its right of retention over the hardware pursuant to Article 950 of the Turkish Civil Code No. 4721 and to withhold delivery of the hardware.

E5.10 Connection speed is measured against the commitment (Mbit/s) specified in the package using the 95th percentile (p95) method. The sum of incoming and outgoing traffic measured at 5 (five) minute intervals throughout the Service Period is sorted in bits per second; the highest 5% of samples is disregarded and the highest remaining value is the p95 value of the period. The measurement is made on the total traffic of all IP addresses allocated to the Customer, from the start date of the Service, on the basis of AnkSOFT's network measurement records, and can be followed in the Customer Panel. AnkSOFT's network measurement records constitute evidence pursuant to Clause 18.2.

E5.11 Where the p95 value exceeds the commitment, the excess is rounded up to a multiple of the block size published by AnkSOFT and an additional invoice is issued at the published unit price per Mbit/s. The excess may be invoiced within the Service Period on the basis of 24 (twenty-four) hours of usage from its detection; additional bandwidth invoiced in this way is added to the commitment until the end of the Service Period. Should any excess remain uninvoiced according to the p95 value finalised at the end of the Service Period, the difference is invoiced separately. The fee for additional bandwidth invoiced within the Service Period is not refunded irrespective of the p95 value finalised at the end of the period; additional bandwidth does not carry over to the next Service Period.

E5.12 When the p95 value reaches 90% of the commitment, an informational e-mail is sent to the Customer; the failure of this notice to reach the Customer for any reason shall not prevent the excess fee from arising. The Customer may upgrade its commitment to a higher published package via the Customer Panel.

ANNEX-6 Domain Name Services

E6.1 Domain name registration, renewal and transfer operations are carried out within the framework of the rules of international domain name authorities, the relevant domain name registries and, for domain names with the ".tr" extension, TRABİS. The Customer is obliged to comply with these rules.

E6.2 Once a domain name registration has been completed, cancellation and refund are not possible.

E6.3 The recovery of domain names not renewed in time is subject to an additional fee set by the registry. AnkSOFT shall not be held liable for the registration by third parties of domain names that have expired and not been recovered.

E6.4 The Customer is responsible for keeping domain name ownership details accurate and up to date.

This Agreement is read and accepted electronically by the Customer at the time of order.