

CORPUS LEGAL FRAMEWORK

Version: 1.0

Effective Date: [YYYY-MM-DD]

Provider: [Company Legal Name], a company organized under the laws of Türkiye, with its principal place of business at [Address] ("Provider", "we", "us").

Contact: [legal@yourdomain.com]

PART I: MASTER TERMS OF SERVICE

1. Introduction & Definitions

 **In a Nutshell:** This agreement governs your subscription to the Corpus platform. By using the service, you agree to these rules. "You" means the customer signing up; "We" means the company providing Corpus.

1.1 Agreement. These Master Terms of Service ("Agreement") govern the access to and use of the "Corpus" software-as-a-service platform ("Service") provided by Provider to the entity or person identified in the applicable Order Form ("Customer", "you").

1.2 Definitions.

- **"Authorized Users":** Employees, agents, or contractors authorized by Customer to access the Service.
- **"Customer Data":** All data, content, and information submitted by Customer to the Service.
- **"Order Form":** The online or written ordering document specifying the Subscription Term, fees, and features.
- **"Confidential Information":** Non-public information disclosed by one party to the other, specifically including Customer Data (Customer's confidential info) and the Service's architecture/pricing (Provider's confidential info).

2. Access, Use & Restrictions

 **In a Nutshell:** You have the right to use Corpus for your business. Please don't try to hack us, copy our code, or share your passwords with people who haven't paid.

2.1 Right to Use. Subject to payment of applicable fees, Provider grants Customer a limited, non-exclusive, non-transferable right to access and use the Service during the Subscription Term solely for internal business operations.

2.2 Accounts. Customer is responsible for maintaining the confidentiality of login credentials and for all activities that occur under its accounts.

2.3 Restrictions. Customer shall not: (a) reverse engineer, decompile, or attempt to discover the source code of the Service; (b) use the Service to build a competitive product; (c) transfer account credentials to unauthorized third parties; (d) use the Service to store Sensitive Data (e.g., government IDs, financial account numbers) unless expressly agreed in writing; or (e) violate the Acceptable Use Policy (Annex A).

3. Data Protection & Security

 **In a Nutshell:** You own your data. We process it only to run the app. We follow GDPR and KVKK rules and use strong security (encryption, backups).

3.1 Ownership. As between the parties, Customer retains all right, title, and interest in and to Customer Data. Provider acquires no rights in Customer Data other than the right to process it for the purpose of providing the Service.

3.2 Data Processing. The parties agree that Provider acts as a "Processor" (under GDPR) or "Data Processor" (under KVKK) regarding personal data within Customer Data. The processing of such data is governed by the Data Processing Addendum (Annex B).

3.3 Security. Provider shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, as described in the Security Overview (Annex D).

4. Intellectual Property

 **In a Nutshell:** We own the Corpus platform. You own the content you put into it. If you give us ideas to improve Corpus, we can use them freely.

4.1 Provider IP. Provider retains all ownership and intellectual property rights in the Service, Documentation, and any modifications or improvements thereto.

4.2 Feedback. Customer hereby grants Provider a perpetual, irrevocable, royalty-free license to use any suggestions, enhancement requests, or feedback provided regarding the Service.

5. Fees & Payment

 **In a Nutshell:** Please pay invoices within 30 days. Late payments may incur interest. Taxes are extra.

5.1 Fees. Customer shall pay all fees specified in Order Forms. Fees are non-refundable except as otherwise specifically provided herein.

5.2 Payment Terms. Unless otherwise stated in an Order Form, invoices are due within thirty (30) days of the invoice date. Unpaid amounts are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower.

5.3 Taxes. Fees are exclusive of taxes. Customer is responsible for paying all applicable taxes (VAT, withholding tax, etc.) associated with its purchases.

6. Term & Termination

 **In a Nutshell:** Subscriptions auto-renew. If you want to leave, you can export your data first. We delete your old data 60 days after you leave to protect your privacy.

6.1 Term. This Agreement commences on the Effective Date and continues until all Order Forms have expired or been terminated.

6.2 Renewal. Subscriptions automatically renew for additional periods equal to the expiring Subscription Term unless either party gives notice of non-renewal at least thirty (30) days before the end of the relevant term.

6.3 Termination for Cause. Either party may terminate this Agreement for material breach if such breach remains uncured thirty (30) days after written notice.

6.4 Data Return. Upon termination, Provider shall allow Customer to export Customer Data for a period of thirty (30) days. Thereafter, Provider shall delete Customer Data in accordance with its data retention policy.

7. Warranties & Disclaimers

 **In a Nutshell:** We promise the software works as described. However, we provide it "as is" and don't guarantee it will fit every specific niche purpose perfectly.

7.1 **Warranty.** Provider warrants that the Service will perform materially in accordance with the applicable Documentation.

7.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS." PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

 **In a Nutshell:** Our liability is limited to the amount you paid us in the last 12 months. We aren't liable for indirect losses like lost profits.

TO THE EXTENT PERMITTED BY LAW: (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR DATA; AND (B) EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT.

9. General Provisions

9.1 **Governing Law.** This Agreement is governed by the laws of the Republic of Türkiye. The courts and enforcement offices of İstanbul shall have exclusive jurisdiction.

9.2 **Publicity.** Provider may use Customer's name and logo to identify Customer as a user of the Service on its website and marketing materials.

9.3 **Force Majeure.** Neither party is liable for failure to perform due to causes beyond reasonable control (e.g., natural disasters, internet backbone outages).

PART II: PRIVACY POLICY

Last Updated: [Date]

This Privacy Policy explains how [Company Legal Name] collects, uses, and discloses information about *you*(the Account Holder/Visitor) when you use our website and the Corpus platform.

Note: This policy applies to your account data. Data you upload into the platform for processing ("Service Data") is governed by the Terms of Service and DPA (Annex B).

1. Information We Collect

- **Account Information:** Name, email, company name, billing address.
- **Usage Data:** IP addresses, browser type, interaction logs.
- **Communications:** Support tickets, demo requests.

2. How We Use Information

We process data under the legal bases of **Contractual Necessity** and **Legitimate Interests** to:

- Provide and maintain the Service.
- Process billing and send invoices.
- Send security alerts and technical updates.
- Comply with legal obligations (e.g., tax laws).

3. Sharing of Information

We do not sell your personal data. We share data only with:

- **Service Providers:** Hosting, payment processors, and email delivery services (see Annex B for list).
- **Legal Authorities:** If required by law or valid court order.

4. Your Rights (GDPR & KVKK)

Subject to applicable law, you have the right to:

- Access, correct, or delete your personal data.
- Object to processing for marketing purposes.
- Withdraw consent.

To exercise these rights, contact us at: [\[legal@yourdomain.com\]](mailto:[legal@yourdomain.com]).

PART III: COOKIE POLICY

1. What are Cookies?

Cookies are small text files placed on your device to make websites work efficiently.

2. How We Use Cookies

- **Strictly Necessary:** Essential for login and security. Cannot be disabled.
- **Performance/Analytics:** Help us understand site traffic (e.g., Google Analytics). Aggregated and anonymous.
- **Functional:** Remember your settings (e.g., language).

3. Managing Cookies

You can manage your preferences via our Cookie Banner or your browser settings. Blocking essential cookies may prevent the Service from functioning.

ANNEX A: ACCEPTABLE USE POLICY (AUP)

Customer agrees **not** to use the Service to:

1. Store or transmit infringing, libelous, or otherwise unlawful or tortious material.
2. Store or transmit malicious code (viruses, worms, malware).
3. Violate the privacy rights of any third party.
4. Send unsolicited bulk email (spam) in violation of applicable laws (e.g., CAN-SPAM, KVKK).
5. Attempt to bypass or break any security mechanism on any of the Service's systems.

ANNEX B: DATA PROCESSING ADDENDUM (DPA)

1. Roles: Customer is the Controller; Provider is the Processor.
2. Instructions: Provider processes Personal Data only per Customer's instructions (the Agreement) and applicable laws (GDPR/KVKK).
3. Subprocessors: Customer generally authorizes Provider to engage Subprocessors. Provider shall maintain a list of Subprocessors (below) and notify Customer of changes.
4. Data Transfers: If data is transferred out of the EEA/Türkiye to a country without adequate protection, Provider will rely on Standard Contractual Clauses (SCCs).
5. Breach Notification: Provider will notify Customer without undue delay (max 48 hours) upon confirming a Personal Data Breach.
6. Deletion: Upon termination, Provider will delete or return Personal Data.

Appendix 1 to DPA: Authorized Subprocessors

- **[Hosting Provider Name]** (e.g., DigitalOcean) – Hosting & Storage – [Location]
- **[Email Service Name]** (e.g., Gmail) – Email Delivery – [Location]
- **[Payment Provider Name]** (e.g., Iyzico) – Payment Processing – [Location]
- **[Analytics Provider Name]** (e.g., Google) – Analytics – [Location]

ANNEX C: SERVICE LEVEL AGREEMENT (SLA)

1. Uptime Commitment: Provider will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.5%.
2. Maintenance: Planned maintenance generally occurs Sundays 02:00–04:00 (Europe/Istanbul).
3. Service Credits: If Uptime falls below 99.5%, Customer is eligible for the following credits against future invoices:
 - 99.0% – 99.49%: **5% Credit**
 - 98.0% – 98.99%: **10% Credit**
 - Below 98.0%: **20% Credit**
4. Support: Standard support hours are Mon-Fri, 09:00–18:00 (Europe/Istanbul).

ANNEX D: SECURITY OVERVIEW

Provider implements the following Technical and Organizational Measures (TOMs):

1. **Encryption:** Data is encrypted in transit (TLS 1.2+) and at rest (AES-256).
2. **Access Control:** Role-Based Access Control (RBAC), Multi-Factor Authentication (MFA) for admin access.
3. **Backups:** Daily encrypted backups stored in a separate region.
4. **Testing:** Annual third-party penetration testing and regular vulnerability scanning.
5. **Physical:** Use of top-tier cloud providers (e.g., AWS/Azure) with ISO 27001 certification.