iMobile

Pier

Country Annex — Türkiye

Vendor statement of facts relevant to local requirements

Document ID	IM.PIER.TR.A1
Document version	1.0
Date of issue	2026-10-06
Applies to	Pier 0.3.1
Language	English
Publisher	iMobile

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About this document

This annex supplements the documentation of Pier version 0.3.1 for customers in Türkiye. It sets out the facts about the product that matter under the local rules named below and shows which obligations stay with the customer.

The annex is a statement by the vendor about its product. It is not legal advice, not a certificate of conformity and not a substitute for the customer's own assessment.

1. Purpose and status

No certification or registration by Turkish authorities is claimed for the product or for the vendor in this document.

2. Product facts

Item	Fact
Product and version	Pier 0.3.1
Deployment	Desktop software installed on the customer's computers
Customer content on vendor servers	No
Interface languages	English, Russian, German, French, Spanish, Italian, Portuguese (Brazil), Polish, Turkish, Arabic, Persian, Chinese (Simplified), Japanese, Korean, Vietnamese and Indonesian, 16 in total. The language follows the Windows settings or is chosen on the Settings tab. Error messages of the service, command-line output and log records are in English.

2.1. Personal data the product can process

- The e-mail address of the person who registers the product (sent to the vendor's account server)
- A computer identifier computed as a hash of the Windows MachineGuid, and the computer's network address as seen by the vendor's server when it is contacted
- Credentials for the customer's storage servers: logins, passwords, SSH private keys, S3 access keys (stored on the customer's computer only)
- The content and names of files on mounted drives and in backups, which is whatever the customer keeps there, personal data included (processed on the customer's computer and sent only to the storage servers the customer configures)
- Server names, logins and file paths in the product's local logs

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2.2. Where data is stored

The product's data is kept on the customer's computer. In `%ProgramData%\Pier`: the file `config.json` with the settings and drives (passwords and keys under DPAPI protection), the folder `cache` with the block cache of files and the queue of unsent changes (the cache location is configurable), the folder `backup` with the backup jobs, the state of the last run and the job logs (accessible to SYSTEM and administrators only), the files `install.json` (date of the first start) and `license.json` (signed edition terms), the folder `update` with downloaded update files, and the logs `service.log`, `update.log` and `setup.log`. In the user's `%LOCALAPPDATA%\Pier`: the file `account.json` (e-mail address, account token under DPAPI protection, edition terms), the folder `ads` (ad pictures) and the log `tray.log`. Files of mounted drives and backups are kept on the servers the customer configures. File content and names, storage addresses, logins, passwords and keys are not sent to the vendor. The product has no telemetry and no crash reporting.

2.3. Data sent to the vendor

- Request for a registration code: e-mail address, product identifier, interface language
- Activation: e-mail address, the code from the e-mail, product identifier, computer identifier
- Fetching the edition terms when the product's icon starts, once an hour while it runs and on the Refresh license button: account token, product identifier, product version, interface language, computer identifier
- Update check by the service 90 seconds after it starts, every 6 hours and on command: product identifier and product version, followed by the download of the new version's file when there is one
- In the Free edition when ads are shown: download of the ad pictures, and reports that an ad was shown or clicked (token, product identifier, event type, ad identifier)
- Download of the Dokany driver installer from the vendor's website when the driver is missing and the user agreed to install it, or when an update being installed needs it

3. Data protection — KVKK

Law No. 6698 on the Protection of Personal Data (KVKK) applies to the personal data the customer processes with the product. The supervisory authority is the Personal Data Protection Board (Kişisel Verileri Koruma Kurulu).

3.1. Roles

For personal data processed in the product on the customer's own equipment, the customer is the data controller (veri sorumlusu). The vendor has no access to that data and is not a data processor (veri işleyen) for it.

For the data listed under "Data sent to the vendor", which the vendor receives in order to perform the licence agreement, the vendor is itself a data controller (veri sorumlusu).

3.2. What the product provides (Article 12)

- **Access control.** The product has no user accounts or sign-in of its own. It accesses a storage server as the server account set in the drive's configuration (login and password, SSH key, uid and gid values for NFS, S3 access keys); the product performs no multi-factor authentication. A mounted drive is available to every user of the computer with full rights at the Windows level, while the rights on the server are those of the account configured for the drive. Any user signed in on the computer can add, change, mount and remove drives: the service's local control channel is open to authenticated users, and connections to it from other computers are rejected. The service performs backup operations only for members of the local Administrators group; a restore writes files with the rights of the user who requested it. Installation and removal require administrator rights. The account with the vendor is confirmed by a one-time code sent by e-mail.
- **Logging.** The service keeps a text log, `%ProgramData%\Pier\service.log`: start and stop, results of server checks, mounts, errors, file uploads with their paths, update checks and edition terms. At 4 MB the file is renamed to `service.log.1` and the previous `service.log.1` is deleted. Separate logs: `update.log` and `setup.log` in the same folder, `tray.log` in `%LOCALAPPDATA%\Pier`, and a `log.txt` for each backup job under `%ProgramData%\Pier\backup` (up to 1 MB, after which the older half is dropped). There is no record of user actions that says who performed an operation. The product does not write to the Windows event log and does not forward logs to external systems.
- **Export and deletion.** Files on mounted drives remain ordinary files on the customer's servers and can be reached with any client of the same protocol, without Pier. Backups are kept in the product's own format and can be read only by Pier with the backup password; data is taken out of them by restoring the required version to a folder. Settings are kept in JSON files. Removing a drive in the settings window deletes its cache together with any unsent changes. Backup versions are deleted in the restore window or with the commands `Pier.exe backup forget` and `Pier.exe backup prune`, and a whole backup by deleting its folder on the server. After the product is uninstalled, the folders `%ProgramData%\Pier` and `%LOCALAPPDATA%\Pier` are deleted by hand. The product has no function for deleting the registration data held by the vendor's account server.
- **Encryption.** See the section on cryptography below.

3.3. What remains with the customer

- the conditions for processing (Articles 5 and 6) and the obligation to inform data subjects (Article 10);
- registration in the data controllers' registry VERBİS where the customer is subject to it (Article 16);
- answering data-subject applications (Articles 11 and 13) with the export and deletion functions above;
- notifying a data breach to the Board within 72 hours;
- for installations on the customer's equipment, the choice of where that equipment is located.

4. Accessibility

Public bodies in Türkiye refer to WCAG when buying web-based systems.

Status of the product: No accessibility conformance assessment has been carried out. The interface is built from standard Windows controls: controls can be reached from the keyboard and are exposed through UI Automation (the automated interface tests rely on this), windows scale with the display settings (Per-Monitor DPI v2), and right-to-left layout is used for Arabic and Persian.

No accessibility conformance report is provided for this version.

5. Language

This package is supplied in English. Public tenders under Law No. 4734 are conducted in Turkish, and goods offered to consumers are accompanied by Turkish-language instructions (Law No. 6502). Turkish-language documentation is not part of this package.

Interface languages of the product: English, Russian, German, French, Spanish, Italian, Portuguese (Brazil), Polish, Turkish, Arabic, Persian, Chinese (Simplified), Japanese, Korean, Vietnamese and Indonesian, 16 in total. The language follows the Windows settings or is chosen on the Settings tab. Error messages of the service, command-line output and log records are in English.

6. Documents usually requested and where to find them

Usually requested	Where it is
Product description, functional specification	Product Description and Functional Specification
Installation and operating instructions	Installation and Administration Guide
User manual	User Guide
Maintenance and support description	Software Lifecycle, Maintenance and Support. Service levels: contract
List of third-party and open-source components	Delivery Specification and Third-Party Components
Security and data-protection description	Security and Data Protection Statement
Data processing terms, standard contract for transfers abroad (KVKK)	Contract; needed only where the vendor processes customer data
Documentation in Turkish	Not part of this package
Licence agreement, warranties, prices	Contract

Document history

Document version	Date	Product version	Change
1.0	2026-10-06	0.3.1	First issue

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