In these terms of use and sale,

BOOKLOGİC INFORMATION TECHNOLOGIES AND TUR. LTD. STI. and the website named <u>https://reservehotel.net/tr</u>

SITE, the website located in the domain named <u>https://reservehotel.net/tr</u> The USER is the real person who is a member of the SITE and benefits from the services or products provided/offered/to be performed by the ENTERPRISE through the SITE,

The ENTERPRISE, the real and legal persons who agree and undertake to provide the services or products that will be announced on the SITE and offered for sale by the ENTERPRISE through the Site, to the USER in return for a price, on the terms and conditions to be announced on the SITE,

SERVICE/S means the services or products that will be announced on the SITE and offered for sale by the ENTERPRISE through the Site and provided/offered/performed by the ENTERPRISE.

ENTERPRISE and MAXI BOOKING are independent and separate legal/real persons. MAXI BOOKING is a platform that brings the USER and the BUSINESS together; BOCKLOGIC in no way acts as the provider/server/performer of the SERVICES and/or the ENTERPRISE's agent, dealer, agent, representative etc. cannot be considered as.

The ENTERPRISE is the sole taxpayer to provide the SERVICE to the USER and is the seller and provider of the SERVICE. On the other hand, MAXİ BOOKİNG only acts as an intermediary for the USER and the ENTERPRISE or does the marketing/promotion of the services offered by the ENTERPRISE and is not a party to the basic service or product sales relationship between the USER and the ENTERPRISE. SERVICES to be provided/offered/performed by the seller of the SERVICES are not under the commitment and guarantee of MAXİ BOOKİNG. As stated above, MAXİ BOOKİNG's role should be interpreted as the platform that brings the BUSINESS and USER together.

By visiting or using the SITE or becoming a member, the USER clearly accepts that he has read, understood and is bound by these conditions regarding the use of the SITE, and that he will comply with both these conditions and all laws, regulations and other legislation in force regarding the SITE, and has committed.

MAXİ BOOKİNG reserves the right to make changes to these conditions at any time, to be effective as soon as they are announced on the SITE. If the USER continues to use the SITE as a member after MAXİ BOOKİNG makes changes to these conditions and/or participates in the sales announced and offered by the ENTERPRISE via the SITE, it will mean that he has accepted the changes in these conditions

MAXİ BOOKİNG may cancel the USER's account without giving any reason or proof, in cases where it detects that these Terms of Use have been violated. In this case, all rights acquired by the USER through the SITE will be deemed to have been revoked. The USER accepts, declares and undertakes that he/she has no right to demand any compensation or reimbursement from MAXİ BOOKİNG regarding his rights revoked in this way.

USER accepts and undertakes that he/she has the right and authority to visit and view this SITE for personal use only and to copy the pages of this SITE for personal use only.

MAXİ BOOKİNG may use personal data such as USER identity and personal information regarding the membership in the SITE, in any way it wishes, during the USER's security and fulfillment of its own obligations or for some statistical evaluations. The USER consents to the use of this information by MAXİ BOOKİNG for the aforementioned purposes. They can be classified and stored on an established database in the country or abroad.

The USER accepts that the security, storage, keeping away from the information of third parties and unauthorized use of the means of accessing the system (username, password, etc.) he uses in order to benefit from the services offered, to be performed and provided by the ENTERPRISE through MAXİ BOOKİNG are entirely his own responsibility. . MAXİ BOOKİNG does not have any direct or indirect responsibility for any damages incurred or to be incurred by the USER and/or third parties due to all negligence and faults in matters such as the security, storage, keeping away from third parties' information, use of the USER's means of accessing the system.

MAXİ BOOKİNG does not give any guarantee about the results that can be expected from using the SITE or using the MAXİ BOOKİNG service.

MAXİ BOOKİNG; Acts, omissions and acts of third party USERS, MAXİ BOOKİNG USERS, advertisers and/or sponsors of the SITE regarding the MAXİ BOOKİNG service and the SERVICES used through MAXİ BOOKİNG or the USER's use of the SITE and/or MAXİ BOOKİNG service. disclaims all responsibility for its behavior. MAXİ BOOKİNG cannot be held responsible for the products, services, acts or omissions of the persons, performers, institutions or other third parties who organize any event, in connection with or referring to the SITE.

MAXİ BOOKİNG may 'link' to other websites and/or portals, files or content on the SITE owned and operated by the third party ENTERPRISE which is not under MAXİ BOOKİNG's own control. These 'links' may have been provided by MAXİ BOOKİNG, with the permission of the owner, for ease of reference and do not constitute any kind of representation or guarantee for the purpose of supporting the website or the person who operates the website, or for the website or the information it contains. MAXİ BOOKİNG has no responsibility for the portals, websites, files and content accessed through the 'links' on the SITE, the services or products offered from the portals or websites accessed through these 'links' or their content.

MAXİ BOOKİNG does not give any guarantee about the results that can be expected from using the SITE or using the MAXİ BOOKİNG service.

MAXİ BOOKİNG; Acts, omissions and acts of third party USERS, MAXİ BOOKİNG USERS, advertisers and/or sponsors of the SITE regarding the MAXİ BOOKİNG service and the SERVICES used through MAXİ BOOKİNG or the USER's use of the SITE and/or MAXİ BOOKİNG service. disclaims all responsibility for its behavior. MAXİ BOOKİNG cannot be held responsible for the products, services, acts or omissions of the persons, performers, institutions or other third parties who organize any event, in connection with or referring to the SITE.

Except for the countries where these limitations of liability are not allowed, MAXİ BOOKİNG cannot be held liable to the USER for indirect, incidental and special damages, including loss of profit, or for consequential damages or punitive damages, even if it has been notified beforehand that such damages may occur.

If one of the provisions of these conditions limiting MAXİ BOOKİNG's liability is found by the relevant court to be in violation of the relevant legislation, the said provision will be deemed valid as it is in compliance with the legislation and limits the liability to the maximum, and MAXİ BOOKİNG's responsibility will be determined accordingly. By using the SITE, if a conflict arises about the SITE or about the SITE, this conflict will be governed by the laws of the Republic of Turkey regardless of the conflict of laws rules and will be resolved in accordance with these laws, and that the Istanbul Central courts will be authorized as their duty and place, in case of disputes MAXİ BOOKİNG's own database, electronic and system records, commercial records, ledger records, microfilm, microfiche and computer records will constitute valid binding, definitive and exclusive evidence, that he has made

MAXİ BOOKİNG since the offer of oath, and that this article is in the nature of an evidential contract within the meaning of Article 193 of the HMK.

II. CONDITIONS OF SALE

In order to purchase the SERVICES announced and offered by the ENTERPRISE through the SITE, it is necessary to become a member of the SITE.

The service provided by MAXİ BOOKİNG to its USERS is limited to the purchase of the SERVICES offered for sale by the BUSINESS through the SITE by the USERS and their use under the terms and conditions announced on the SITE.

The USER accepts and undertakes to purchase the SERVICE announced and offered by the ENTERPRISE through the SITE, limited to the terms and conditions of sale announced on the SITE, from the ENTERPRISE. Requests for changes in the announced terms and conditions of the SERVICE purchased by the USER cannot be accepted.

The USER shall use the SERVICE purchased from the ENTERPRISE through MAXİ BOOKİNG at once, unless otherwise agreed. The invoice or receipt regarding the price paid by the USER shall be issued by the ENTERPRISE during the performance of the SERVICE or within 7 (seven) days at the latest and given to the USER. MAXİ BOOKİNG does not accept any responsibility as it is not the provider/server or performer of the SERVICE.

The SERVICE or code purchased by the USER through MAXİ BOOKİNG cannot be combined with other campaigns organized by the BUSINESS or by third parties.

The USER accepts that MAXİ BOOKİNG or the ENTERPRISE will not be responsible if the code given for the use of the SERVICE or the password given to him for the use of the SITE is stolen or used by third parties.

The dates and periods during which the code given for the use of the SERVICE will be valid will be announced on the SITE together with the terms and conditions of sale; Opportunity Codes or Opportunity Checks not used within this period will lose their validity. The USER agrees and undertakes that he/she will not make any claims due to Opportunity Codes or Opportunity Checks not used in due time.

MAXİ BOOKİNG does not carry out promotional, encouraging marketing and advertising activities regarding alcoholic beverages and/or tobacco products on the SITE. In cases where the products and services provided by the ENTERPRISE may include the consumption of alcoholic beverages, the USER is at the age (18 years and above) to consume and buy the alcoholic beverage included in the product and service in question, in accordance with the laws of the Republic of Turkey, and that the images of the products and services in question cannot be used in any way by the USER. It accepts, declares and undertakes that it does not encourage alcohol consumption.

The USER, individually and solely responsible for the SERVICES, applies to all Regulations issued pursuant to these laws, including the provisions of the Law No. 6502 on the Protection of the Consumer, the relevant legislation within the scope of this Law, and the Distance Contracts Regulation for the SERVICEs within its scope, It is obliged to comply with the Communiqués and other relevant legislation, as well as all kinds of laws and related legislation within the scope of the SERVICES; MAXI BOOKING has no responsibility, accepts, declares and undertakes that the ENTERPRISE has no guarantee or commitment that the ENTERPRISE will provide the SERVICES in accordance with the legislation and/or as promised, and that it will not make any demands from MAXI BOOKING for these

reasons, and that it will address its related requests only to the ENTERPRISE. However, MAXİ BOOKİNG, at its sole discretion, may, as an intermediary, fulfill the USER applications within this scope communicated to it due to the SERVICES, and may recourse to the ENTERPRISE. However, MAXİ BOOKİNG may, at its sole discretion, fulfill these applications as an intermediary; The SERVICES cannot be held responsible for the performance of any debts imposed on the seller or the provider by the Consumer Law legislation.

MAXI BOOKING's obtaining the Travel Agency Operating Certificate and similar permits, licenses and other documents regulated in the Travel Agencies Regulation and similar special law or relevant legislation, within the scope of the relevant SERVICE; Under no circumstances can it be interpreted as a Travel Agency or similar agency, seller or provider. The fact that MAXI BOOKING provides these documents does not remove the ENTERPRISE's legal obligations, which are regulated in the relevant special law and other legislation, especially the obligation to make compulsory insurance regarding package tours sold in Turkey. The USER is solely responsible for these and similar rights and claims regulated in special laws, and MAXİ BOOKİNG is not the seller, provider, agency, dealer of the SERVICE, travel agency and is not legally responsible under similar special laws, It accepts, declares and undertakes that it is not responsible for the fulfillment of any legal obligations related to them only because it has the quality of intermediary, that it is not the addressee or liability of the USER's legal rights and demands, including compulsory insurance, and that it will direct the relevant requests only to the ENTERPRISE. However, MAXİ BOOKİNG, at its sole discretion, may, as an intermediary, fulfill the USER applications within this scope communicated to it due to the SERVICES, and may recourse to the ENTERPRISE. However, MAXİ BOOKİNG may, at its sole discretion, fulfill these applications as an intermediary; The SERVICES cannot be held responsible for the performance of any debt that this legislation imposes on the seller or the provider. It accepts, declares and undertakes that it is not responsible for the fulfillment of any legal obligations related to them, that it is not the addressee or liability of the USER's legal rights and demands, including compulsory insurance, and that it will direct the relevant requests only to the ENTERPRISE. However, MAXI BOOKING, at its sole discretion, may, as an intermediary, fulfill the USER applications within this scope communicated to it due to the SERVICES, and may recourse to the ENTERPRISE. However, MAXI BOOKING may, at its sole discretion, fulfill these applications as an intermediary; The SERVICES cannot be held responsible for the performance of any debt that this legislation imposes on the seller or the provider. It accepts, declares and undertakes that it is not responsible for the fulfillment of any legal obligations related to them, that it is not the addressee or liability of the USER's legal rights and demands, including compulsory insurance, and that it will direct the relevant requests only to the ENTERPRISE., The SERVICES cannot be held responsible for the performance of any debt that this legislation imposes on the seller or the provider. However, MAXI BOOKING may, at its sole discretion, fulfill these applications as an intermediary; The SERVICES cannot be held responsible for the performance of any debt that this legislation imposes on the seller or the provider. . However, MAXI BOOKING, at its sole discretion, may, as an intermediary, fulfill the USER applications within this scope communicated to it due to the SERVICES, and may recourse to the ENTERPRISE. However, MAXI BOOKING may, at its sole discretion, fulfill these applications as an intermediary;

The USER accepts that MAXİ BOOKİNG is not the person who provides the SERVICE, but only acts as an intermediary between the ENTERPRISE and the USER. MAXİ BOOKİNG is not responsible for the fact that the SERVICE provided and/or provided to the USER by the ENTERPRISE is defective or defective and/or not (can) be provided/provided (not provided) within the specified time. The USER agrees and undertakes that it will only raise such claims against the ENTERPRISE, MAXİ BOOKİNG has no guarantee or commitment in this regard, and that it will not make any claims against MAXİ BOOKİNG. However, MAXİ BOOKİNG, at its sole discretion, may fulfill the USER applications as an intermediary within the

scope of the defective products or services communicated to it due to the SERVICES, and may recourse to the ENTERPRISE. With this, MAXİ BOOKİNG may, at its sole discretion, fulfill these applications as an intermediary; The SERVICES cannot be held responsible for the performance of any debts imposed on the seller or the provider by the Consumer Law legislation.

Return Requests: Pursuant to Law No. 6502, the USER who has the qualification of a consumer can benefit from the right of withdrawal defined in the law and can return the opportunity code for the SERVICES within 14 days from the date of delivery of the product to the USER in contracts for product sales, and within 14 days from the day of conclusion of the contract in other contracts.

The return request can be forwarded to MAXİ BOOKİNG as an intermediary or directly to the ENTERPRISE, by e-mail or in writing. Refund requests sent to the MAXİ BOOKİNG call center cannot be considered valid and processed in accordance with the relevant law.

Valid refund requests sent to MAXİ BOOKİNG are made to the relevant credit card by MAXİ BOOKİNG within the scope of intermediary activity, within 14 days at the latest from the date of receipt of the refund request by MAXİ BOOKİNG.

Refund requests that are not duly made (made after the legal application period or outside the specified forms) can be refunded, at MAXİ BOOKİNG's discretion, during the validity period of the opportunity, but MAXİ BOOKİNG cannot be held liable for this. In any case, refund requests that have exceeded the opportunity validity period will not be processed.

In case the SERVICE sold by the ENTERPRISE through the SITE is to be used by making an appointment with the ENTERPRISE or making a reservation, the appointment and reservation hours and days will be determined between the USER and the ENTERPRISE. The periods granted to the USER for reservation cancellations and changes are specified in the opportunity details. If these periods are exceeded, the opportunity codes for reservations and appointments will be deemed to have been converted into services by the USER. In this case, MAXİ BOOKİNG has no obligation to pay back the USER.

From time to time, the organizers of the events, sports, dance and music groups, food and beverage venues, sports centers, personal care centers, holiday places, personal development courses may cancel or postpone these events for various reasons. In such cases, if the price for the related SERVICE has been paid to the ENTERPRISE by MAXİ BOOKİNG, the ENTERPRISE will refund the amount collected from the USER to the ENTERPRISE. If there is a difference between the amount transferred to the ENTERPRISE and the amount collected by MAXİ BOOKİNG, MAXİ BOOKİNG's liability is limited to this difference. MAXİ BOOKİNG does not have any reimbursement responsibility for the amount transferred to the ENTERPRISE.

(i) The right of withdrawal cannot be used in cases where the service regarding the USER's coupon code has been started or completed.

(ii) (ii) The right of withdrawal does not apply to advertisements and offers for goods or services that are not under the control of the ENTERPRISE and whose prices change depending on the fluctuations in the financial markets.

(iii) The right of withdrawal cannot be used in contracts that are prepared in line with the demands of the USER or in line with the personal needs of the USER and that are not suitable for return due to their nature, are in danger of spoiling quickly or are likely to expire, or for the delivery of disposable goods.

(iv) The right of withdrawal cannot be used in contracts for the delivery of goods whose protective elements such as packaging, tape, seal, package have been opened after delivery, and those whose return is not suitable in terms of health and hygiene.

(v) The right of withdrawal cannot be used in contracts related to goods that are mixed with other products after delivery and cannot be separated due to their nature.

(vi) The right of withdrawal cannot be used in contracts related to services that have been started with the consent of the USER before the expiry of the right of withdrawal.

(vii) The right of withdrawal is not valid in cases where the SERVICE offered by the ENTERPRISE is instantaneously performed in electronic environment or in cases where intangible goods are delivered to the USER immediately.

(viii) Regarding the delivery of products such as cosmetics and personal care products, underwear products, books, DVDs, VCDs, CDs and cassettes and stationery consumables (toner, cartridge, tape, etc.) and/or audio or video recordings, software programs and computer consumables. For contracts, the right of withdrawal is valid only if the package conveyed to the USER by the ENTERPRISE is unopened, untested, intact and unused.

(ix) The right of withdrawal cannot be exercised in contracts for the delivery of periodicals such as newspapers and magazines.

(x) The right of withdrawal cannot be exercised in contracts regarding the performance of betting and lottery services.

(xi) Related to banking and insurance; related to sales made through automatic machines; concluded with telecommunication service providers through the use of public telephone; related to real estate sale, rental and other rights related to real estate; The right of withdrawal cannot be exercised in contracts concluded by way of increasing or decreasing.

(xii) The right of withdrawal cannot be exercised in contracts regarding the delivery of foodstuffs, beverages or other daily consumption items to the consumer's residence or workplace within the framework of the seller's regular deliveries.

(xiii) It is in question that the services sold by the BUSINESSES operating in the fields of travel, accommodation, restaurant, entertainment sector to the USER through the SITE are performed on a certain date or time period (accommodation, transportation of goods, car rental, food and beverage supply, show). The right of withdrawal cannot be exercised in cases (e.g., concerts, tours, flights, etc.)

Determining the date or dates on which the ENTERPRISE can perform the relevant SERVICE in cases where the SERVICES sold by the BUSINESSES operating in the fields of travel, accommodation, restaurant and entertainment to the USER through the SITE cannot be performed by the ENTERPRISE due to various conditions. It is based on the communication to be carried out between the USER and the BUSINESS. The USER accepts, declares and undertakes that MAXİ BOOKİNG does not have any responsibility for the additional expenses that may be incurred in cases where the performance of such services is not possible by the ENTERPRISE.

Once the checkbox for these Terms of Use and Sale is marked by the USER, the terms of the Agreement are deemed to have been read and accepted by the USER and entered into force. The invalidity, illegality or non-applicability of any provision of the Terms of Use and Sale shall not affect the validity of the remaining provisions of the contract.