

## **DISTANCE SALES AGREEMENT**

### **1. PARTIES**

An Accommodation Sales Agreement regarding the reservation and accommodation service has been concluded by and between Aspera Hotel Golden Horn ("TITLE") (hereinafter referred to as "Aspera") residing at "Evliya Celebi Mah. Sadi Konuralp Cad. No:7 34200 Beyoglu Istanbul" on the one hand and the person(s) (hereinafter referred to as "Consumer") who purchase(s) accommodation service by using the Online Reservation Module or by coming to the Hotel or the agencies on the other hand within the framework of the following conditions.

### **2. SUBJECT OF THE AGREEMENT AND SCOPE OF THE SERVICE**

The subject of this Agreement covers the mutual rights and liabilities of the parties in accordance with the provisions of the Law No. 6502 on the Protection of Consumers and the Distance Agreements Regulation in relation to the Hotel Accommodation Sales service the qualifications, sales price, and conditions of which are specified below, which Aspera sells to the Consumer electronically on the website "www.asperahotel.com".

### **3. RIGHTS AND LIABILITIES OF THE PARTIES**

3.1. The Consumer shall pay the Agreement price by credit card through Aspera's website or by EFT/transfer to the bank accounts specified by Aspera.

3.2. All services included in the price are specified in detail on the internet promotion page and in the reservation document regarding the accommodation, and the services other than these are subject to extra charges. In particular, the purchased service does not include the cost of extra food and beverage, personal expenses, transportation, all out-of-scope goods and services that the Consumer will receive other than the services included in the accommodation.

3.3. The Consumer is obliged to pay for all services written in the reservation document at the time of purchase.

3.4. In case of payments by credit card, the Consumer agrees and undertakes to pay, in addition to the Agreement price, the exchange rate difference that may arise from foreign exchange rates and will be calculated and notified by Aspera.

3.5. For cancellations and changes in the reservations made, it is necessary to contact the support hotline (+90 212 912 6340) or send a valid reason to info@asperahotel.com or notify in writing and/or by permanent data storage by complying with the periods specified below.

3.6. The following rules apply to cancellations and changes:

- a) The **Consumer** does not have the right of withdrawal pursuant to paragraph g of Article 15 of the Distance Agreements Regulation, but in order to ensure customer satisfaction, **Aspera** grants the **Consumer** the following rights of cancellation and change:
- b) No refund shall be made for any cancellation or change within 24 hours of the hotel check-in and any cancellation or change after the check-in day, made for any reason other than illnesses and deaths of the Consumer or their first-degree relatives, documented with an official report, which prevent them from 10 days of habitual occupation.
- c) **Aspera** may cancel the Agreement partially or completely in case of force majeure or the circumstances caused by service providers, hotels to stay at, or third parties, which prevent the continuation of the announced or registered services, although **Aspera** has taken all necessary care. It is required to notify the **Consumer** of this situation as soon as possible. If the **Consumer** notifies in writing that s/he does not accept these changes and cancellations, s/he is entitled to cancel the reservation and receive a refund for all services s/he has not used within 10 days from the written notification.
- d) **Aspera** may charge different prices for customers between the ages of 0 - 12. The **Consumer** agrees that the hotel may check the identity card/passport on the day of hotel check-in. **Aspera** is entitled to charge the **Consumer** for the difference in the fee if age difference is detected in the information given during the reservation in relation to the child guests. If the fee difference is not paid by the **Consumer**, **Aspera** has the right to cancel the Agreement.
- e) The **Consumer** is obliged to notify the hotel in writing at least 24 hours before the check-in day that s/he will not be able to go to/arrive at the hotel where s/he will stay. Otherwise, **Aspera** is entitled to cancel the **Consumer's** reservation. In such cancellations, no refund is made to the **Consumer**.
- f) In the event that the **Consumer** leaves the hotel before the end date of the service, no refund shall be made for the days s/he did not stay.
- g) Without prejudice to Article 3.6.a of the Agreement, if **Aspera** grants the right to make changes on its own initiative, the date and hotel changes, the Customer removal requests shall be deemed as cancellation, and the terms and conditions of cancellation shall apply. The new reservation is made as per the campaign and payment conditions of the day of the change.
- h) Without prejudice to Article 3.6.a of the Agreement, if **Aspera** grants the right to make changes on its own initiative, in case of Room Type Changes and Customer addition requests, the campaign and payment conditions of the reservation shall be updated according to the conditions of the day of the change.
- i) Without prejudice to article 3.6.a of the Agreement, if **Aspera** grants the right to make changes on its own initiative, in case of a name change in the accommodation reservations for two or more persons, the campaign and payment conditions of the reservation shall be updated according to the conditions of the day of the change. For single stays, a name change is considered a cancellation. However, **Aspera** may, on its own initiative, update the campaign and payment conditions of the reservation according to the conditions of the day of the change without canceling the reservation.

- j) Typographical errors (typographical and spelling mistakes) in names and surnames made during reservation shall be corrected without deduction or penalty.
- k) The Consumer agrees and undertakes to pay the full accommodation price to Aspera if s/he wishes to cancel or change, for any reason, the promotional and non-cancellable product purchased during the early reservation period.
- l) If the Consumer wishes to change, for any reason, the date of the discounted early reservation product purchased during the discounted sales period, the Consumer agrees that the reservation change shall be made without discount at the list prices valid on the date of the request.
- m) Unless the Consumer specifies the desired change regarding the prepaid reservation in writing at the latest 1 day before the hotel check-in, the accommodation types and conditions written in this Agreement and the reservation shall be valid.
- n) Aspera is obliged to fulfill its obligation within the period it has undertaken from the date of receipt of the Consumer's reservation. If Aspera fails to fulfill its obligation, the Consumer may terminate the Agreement. In case of termination of the Agreement, Aspera is obliged to repay all payments collected to the Consumer with legal interest within fourteen days from the date of receipt of the termination notice, and to return all negotiable instruments and similar documents, if any, which put the Consumer under debt.
- o) In the event that Aspera terminates the Agreement unfairly, Aspera is obliged to refund to the Consumer all payments made by the Consumer until that day.
- p) Refunds shall be made to the credit card or bank account used at the time of reservation.
- q) In the event that the Consumer is a minor, since it may result that s/he cannot benefit from the service without their parent or legal guardian, depending on the rules of the accommodation hotel, when such a situation occurs, the cancellation conditions written herein shall come into effect.
- r) If the Consumer behaves in a manner that disrupts the order of the hotel, Aspera is entitled to ask the guest to leave the hotel without refund.

#### **4. OTHER PROVISIONS**

4.1. The information regarding the accommodation subject to this Agreement has been reviewed and evaluated by the Consumer on Aspera's website. The accommodation price and payment method are seen by the Consumer before the reservation is completed on the website, and the Consumer chooses one of the payment options at their own discretion. The Consumer completes the payment by entering their credit card information into the system. The system where the credit card information will be entered is protected by international security software, and it is not possible to see or copy the information in any way. However, Aspera has no obligation to pay any penal clause or compensation for the damage that may be incurred by the Consumer due to virus, etc. software to be found on the Consumer's computer, or due to making transactions in the system by using the passwords and information that may be obtained by third parties due to reasons arising from the Consumer's

negligence, and Aspera has the right to take recourse against the Consumer for the damage that may occur due to these reasons.

4.2. It is the duty of care of the bona fide Consumer to notify the authorized person in writing of their complaints during the performance of the service. The fact that the Consumer uses the service to the end without notifying Aspera officials, even if s/he has a complaint, eliminates their rights to compensation such as substitute service and refund of the price in relation to the issues of complaint.

4.3. Even if the Consumer has not been able to sign this Hotel Reservation Agreement for any reason after receiving it by mail order, virtual pos, money order, or EFT, s/he has learned the terms of this Agreement to be valid between the parties from the catalogs, website, or advertisements, and has undertaken to receive this Hotel Reservation Agreement on the terms written herein.

4.4. The Consumer undertakes that s/he has read and signed this Agreement after receiving all kinds of information about the hotel named in the Agreement, which is signed with this hotel reservation, from Aspera's web addresses, and after making all the necessary examinations.

4.5. In case of no-show without cancellation, the accommodation fee is non-refundable. In cases such as death, illness, accident, etc., if the force majeure is documented, the fees of the periods not stayed shall be refunded. In case of late check-in or early check-out for any reason other than these reasons, the fees of the remaining periods shall not be refunded.

4.6. Identity and age checks are made during the hotel check-in. If there is a price difference due to incorrect or incomplete declarations, it shall be charged at the time of check-in.

4.7. The dates of accommodation, the names of the persons to be accommodated, the type of hotel-room where the accommodation will be made, the accommodation system are described clearly in the promotion page published on Aspera's website and in the records of the reservation made by the Consumer, which are annexes and integral parts of this Agreement.

4.8. The Consumer shall stay between the dates specified in the reservation. Except for these dates, if the hotel is available and after making the request and payment for the extension of stay to Aspera, the date can be extended.

4.9. Aspera is not responsible for any loss and/or damage as well as theft of valuables incurred by the Consumer at the accommodation hotel.

4.10. Consumer(s) accept(s), declare(s), and undertake(s) in advance that it is possible to settle in the rooms at 14:00 o'clock at the earliest regardless of the time of arrival at the hotel, that the rooms must be vacated at 12:00 o'clock at the latest on the day of departure regardless of the time of departure from the hotel, and that the extra food and beverage and the non-system services they will receive at the hotel shall be paid by them.

4.11. The Consumer(s) who do(does) not have a signature in the Agreement but participate(s) in the service covered by this Agreement are deemed to have accepted and undertaken the provisions of the Agreement upon the reading and signing of this Agreement by the persons authorized by them to make reservation on their behalf. Aspera reserves the right of recourse to other consumers for the collection of the excess amount or service fee paid to the persons who signed the Agreement.

4.12. The Consumer accepts and declares that s/he has received, read, and been informed of the qualities of the product/service covered by this Agreement, the sales price, the payment method, the performance, and all the other preliminary information, and that s/he has given the necessary confirmation electronically.

4.13. The invoices are sent to the address specified by the Consumer in the invoice address section during the reservation. If the invoice address section is left blank, the invoice is sent to the contact information address. Aspera is not responsible for non-delivery of any invoice due to incorrect address, or not specifying the recipient, or absence of the recipient at the specified address.

4.14. The discounts for children are valid when they stay in the same room with their parents. In case of reservations of families with children, the age of the child declared by the Consumer is taken into consideration. However, if there is a difference between the age of the child in the child's ID card requested by the hotel staff during check-in and the declared age, the price difference is paid by the Consumer to Aspera, and the necessary changes are made.

4.15. Adverse weather conditions, road blockage, terrorism, strike-lockout, possibility of war, flood, fire, unforeseen technical issues, etc. are considered force majeure. Due to such reasons and circumstances that prevent the start or continuation of the accommodation, Aspera may cancel the accommodation or replace it with another accommodation hotel of the same category and quality in the same region or in another region. In such cases, the Consumer has no right to compensation.

4.16. The Hotel Reservation/Registration document is an annex and integral part of this Agreement and binds the parties.

4.17. In the resolution of disputes arising from the implementation of this Accommodation Agreement, primarily the provisions of this Agreement and the provisions of the Law No. 6502 on the Protection of Consumers and the relevant Regulation shall be applied; and the parties may apply to the Consumer Courts and/or the Arbitration Committee for Consumer Problems within the legal limits. The competent court for the resolution of disputes is Istanbul (Caglayan) Courts and Execution Offices.

4.18. The Consumer gives their consent to be informed about the services, advertisements, announcements, campaigns, and activities of Aspera, and to share commercial electronic messages/SMS, etc. with them in accordance with the Law No. 6563. If the Consumer wishes to cancel their consent, s/he shall notify this situation to the communication channels on Aspera's website, and the HOTEL shall terminate the information.

4.19. The personal data of the Consumer provided within the framework of this Agreement are processed, protected, and destroyed in accordance with the provisions of the Law No. 6698 on the Protection of Personal Data in order to ensure the legal, technical, and commercial-business security of the relevant persons, to ensure that the relevant persons benefit from the services offered by Aspera, to carry out the necessary works by the business units during the accommodation, and to carry out the relevant business processes.

4.20. The term of this Agreement starts with the date of signature and ends with the performance of the service. The Agreement becomes effective upon signing.

4.21. Under all circumstances, it is agreed between the parties that the electronic and system records, commercial records, book records, microfilm, microfiche, and computer records kept by Aspera in its own database shall constitute binding, conclusive, and exclusive evidence in accordance with Article 193 of the CCP.

4.22. From the moment of the signature of this Agreement, none of the parties may request the amendment or modification of any provision of this Agreement, provided that it is not separately authorized in this Agreement. Any amendment of the Agreement shall be made in writing upon the agreement of the parties, and the parties shall not claim that some of the provisions of the Agreement have been tacitly amended due to the lack of objection to the practices actually occurring.

4.23. The addresses of the parties specified in Article 1 of this Agreement are accepted as the addresses for all kinds of notifications to be made due to the Agreement. The party whose address has changed is obliged to notify the other party in writing of its new address within 3 days; otherwise, the notification made to the old address shall be valid. Any notification to be made due to this Agreement shall not be effective unless made in writing.