

Remote Sales Agreement

1. Parties

This Agreement has been entered into between the following parties in accordance with the terms and conditions set forth below.

- A. 'SELLER'; **Company Address and Name** (hereinafter referred to as "SELLER" in the contract)
- B. 'BUYER' ; (hereinafter referred to as "BUYER" in the contract)

By accepting this contract, the BUYER accepts in advance that if he approves the order subject to the contract, he will be obliged to pay the price subject to the order and the additional fees specified such as shipping fee, tax, if any, and that he has been informed about this.

2. Definitions

In the application and interpretation of this Agreement, the following terms shall refer to the written explanations in front of them.

MINISTER: The Minister of Customs and Trade,

MINISTRY: Ministry of Customs and Trade,

LAW: Law No. 6502 on the Protection of Consumers,

REGULATION: Distance Contracts Regulation (OG:27.11.2014/29188)

SERVICE: The subject of any consumer transaction other than the provision of goods made or promised to be made in exchange for a fee or benefit,

SELLER: The company that offers goods to the consumer within the scope of its commercial or professional activities or acts on behalf of or on behalf of the supplier of goods,

BUYER: A natural or legal person who acquires, uses or benefits from a good or service for non-commercial or non-professional purposes,

SITE: The website of the SELLER,

ORDERER: The real or legal person who requests a good or service through the website of the SELLER,

PARTIES: SELLER and BUYER,

CONTRACT: This contract concluded between the SELLER and the BUYER,

MAL: It refers to the movable goods subject to shopping and software, sound, image and similar intangible goods prepared for use in electronic environment.

3. Plot

This Agreement regulates the rights and obligations of the parties in accordance with the provisions of the Law on the Protection of Consumers No. 6502 and the Regulation on Distance Contracts regarding the sale and delivery of the service used by the BUYER electronically through the website of the SELLER, the qualifications and sales price of which are specified in the SITE.

4. Contractual Service Information

4.1. The basic features of the service are published on the website of the SELLER.

4.2. The prices listed and advertised on the site are the sales price. Announced prices and promises are valid until they are updated and changed. The prices announced periodically are valid until the end of the specified period.

4.3. The current sales price of the service subject to the contract, including all taxes, is shown on the pricing page.

4.4. There is no shipping cost as this service is used electronically.

5. Billing Information

The BUYER will enter the invoice information when becoming a member of the SITE. The SITE will automatically create an e-invoice and send it to the recipient by using this information during billing periods.

6. General Provisions

6.1. The BUYER accepts, declares and undertakes that he has read the preliminary information about the basic qualifications, sales price and payment method of the service subject to the contract on the website of the SELLER, that he has information and that he has given the necessary confirmation in electronic environment. BUYER's; Confirms the Preliminary Information electronically, accepts, declares and undertakes that the SELLER has obtained the address required to be given to the BUYER by the SELLER before the establishment of the distance sales contract, the basic features of the service ordered, the price of the service including taxes, payment and delivery information correctly and completely.

6.2. The service subject to the contract is opened to the use of the BUYER provided that it does not exceed the legal period of 30 days . If the service is not opened to the BUYER within this period, the BUYER reserves the right to terminate the contract.

6.3. The SELLER accepts, declares and undertakes to provide the service subject to the contract in full, in accordance with the qualifications specified in the order, to perform the work in accordance with the standards in accordance with the requirements of the legal legislation free from all kinds of defects, to protect and increase the quality of service, to show the necessary care and attention during the performance of the work, to act with caution and foresight.

6.4. The SELLER may supply a different service of equal quality and price by informing the BUYER before the expiry of the contractual performance obligation and obtaining his explicit approval.

6.5. The SELLER accepts, declares and undertakes that if the fulfillment of the service subject to the order becomes impossible, he / she cannot fulfill the obligations subject to the contract, he will notify the BUYER in writing within 3 days from the date of learning about this situation and that he will return the total price to the BUYER within the 14-day period.

6.6. The BUYER accepts, declares and undertakes that he will confirm this Agreement electronically for the provision of the service subject to the Contract and that the obligation of the SELLER to provide the service subject to the contract will end if the service fee subject to the contract is not paid for any reason and / or canceled in the bank records.

6.7. If the SELLER cannot deliver the service subject to the contract within the period due to force majeure situations such as the occurrence of unforeseen circumstances that develop against the will of the parties, are unforeseen and prevent and delay the parties from fulfilling their obligations, the SELLER accepts, declares and undertakes that he will notify the BUYER of the situation. The BUYER also has the right to request the SELLER to cancel the order and to postpone the delivery period of the service subject to the contract until the disabling situation is eliminated . In case the order is canceled by the BUYER, the service amount is paid to the BUYER in cash and in advance within 14 days. In the case of payments made by the BUYER by credit card, the service amount is returned to the relevant bank within 14 days after the order is canceled by the BUYER. The BUYER accepts, declares and undertakes that the average process of reflecting the amount returned to the credit card by the SELLER to the BUYER's account by the bank may take 2 to 3 weeks, and since the reflection of this amount on the BUYER's accounts after the return to the bank is entirely related to the bank transaction process, the BUYER cannot hold the SELLER responsible for possible delays.

6.8. The SELLER has the right to reach the BUYER for communication, marketing, notification and other purposes by letter, e-mail, SMS, telephone call and other means via the address, e-mail address, fixed and mobile phone lines and other contact information specified by the BUYER in the registration form to the site or updated by the BUYER later . By accepting this agreement, the BUYER accepts and declares that the SELLER may carry out the above-mentioned communication activities for him.

6.9. If the BUYER and the holder of the credit card used during the order are not the same person or if a security gap is detected regarding the credit card used in the order before the performance of the service to the BUYER, the SELLER shall submit the identity and contact information of the credit card holder, the statement of the credit card used in the order for the previous month or the letter from the card holder's bank stating that the credit card belongs to him/her. request. The order will be frozen in the period until the BUYER provides the information / documents subject to the request, and if the aforementioned requests are not met within 24 hours, the SELLER has the right to cancel the order.

6.10. The BUYER declares and undertakes that the personal and other information provided by the SELLER while becoming a member of the website is in accordance with the truth and that the SELLER will compensate all damages to be incurred due to the untruthfulness of this information immediately, in cash and once upon the first notification of the SELLER.

6.11. The BUYER accepts and undertakes from the beginning to comply with the provisions of the legal legislation and not to violate them while using the website of the SELLER. Otherwise, all legal and criminal liabilities that may arise will be completely and exclusively binding on the BUYER.

6.12. The BUYER may not use the website of the SELLER in any way that disturbs public order, is contrary to general morality, disturbs and harasses others, for a purpose contrary to the law, and in a way that violates the material and moral rights of others. In addition, the member may not engage in activities (spam, viruses, trojan horses, etc.) that prevent or make it difficult for others to use the services .

6.13. Links may be given to other websites and/or other contents owned and/or operated by other third parties that are not under the control of the SELLER and/or other third parties through the website of the SELLER. These links have been placed for the purpose of providing ease of orientation

to the BUYER and do not support any website or the person operating that site and do not constitute any guarantee for the information contained in the linked website.

6.14. The member who violates one or more of the articles listed in this agreement shall be personally and criminally liable for this violation and shall keep the SELLER free from the legal and criminal consequences of these violations. In addition; Due to this violation, if the incident is transferred to the field of law, the SELLER reserves the right to claim compensation against the member for non-compliance with the membership agreement.

7. Right of Withdrawal

7.1. BUYER; Within 14 (fourteen) days from the date of signing of the contract, the SELLER may exercise the right to withdraw from the contract by refusing the service without assuming any legal and criminal responsibility and without any justification, provided that it notifies the SELLER. Before the expiry of the right of withdrawal period, the right of withdrawal cannot be used in service contracts that start to perform the service with the approval of the consumer. The costs arising from the use of the right of withdrawal belong to the SELLER. By accepting this agreement, the BUYER accepts in advance that he has been informed about the right of withdrawal.

7.2. In order to exercise the right of withdrawal, written notification must be given to the SELLER within a period of 14 (fourteen) days by registered mail, fax or e-mail. In the exercise of this right:

a) The invoice of the service performed to the 3rd person or the BUYER, (If the invoice of the service to be returned is corporate, it must be sent together with the return invoice issued by the institution when returning . Order returns whose invoices are issued on behalf of the institutions will not be completed unless the RETURN INVOICE is issued.)

b) If there is a decrease in the value of the service or if the refund becomes impossible due to the reasons arising from the fact that the BUYER has used the service in whole or in part, the BUYER is obliged to compensate the SELLER for the damages in proportion to the defect.

c) The SELLER is obliged to return the total amount and the documents that put the BUYER under debt to the BUYER within a period of 10 days at the latest following the receipt of the withdrawal notice.

d) If the campaign limit amount organized by the SELLER falls below due to the use of the right of withdrawal, the discount amount benefited within the scope of the campaign is canceled.

8. Default and Legal Consequences

The BUYER accepts, declares and undertakes that if he defaults in the case of payment transactions by credit card, he will pay interest within the framework of the credit card agreement between the card holder and the bank and that he will be responsible to the bank. In this case, the relevant bank may apply for legal remedies; may demand the costs and proxy fee from the BUYER and in any case, if the BUYER defaults due to the debt, the BUYER accepts, declares and undertakes that it will pay the damages and losses suffered by the SELLER due to the delayed performance of the debt.

9. Competent Jurisdictions

In disputes that may arise from this Agreement, the Provincial and District Consumer Arbitration Committees within the monetary limits determined and announced by the Ministry of Customs and Trade every year as required by law, and the Consumer Courts in cases exceeding these limits are

authorized. Within this framework, the BUYER may apply to the Arbitration Committees and Consumer Courts in his place of residence (residence) or, if he wishes, the SELLER.

10. Enforcement

When the BUYER makes the payment for the order placed through the Site, he is deemed to have accepted all the terms of this agreement. The SELLER is obliged to make the necessary software arrangements in such a way as to obtain confirmation that this contract has been read and accepted by the BUYER on the site before the execution of the order.