



## **GENERAL TERMS AND CONDITIONS**

This website belongs to KARTACA TURİZM SEY. SAN. TİC. LTD.ŞTİ. (hereinafter referred to as KARTACA, hereby acting in its name and on behalf of any of its subsidiaries or holding company or any affiliate of its holding company) a legally-constituted Turkish travel agency, based at Konacık Mahallesi Kubilay Sk. No:3/A1 Bodrum, Turkey with tax identification code 5250167260 and registered in the Bodrum Chamber of Commerce and Industry. The Travel Organizer (hereinafter referred to as CLIENT) shall be able to get accommodation, flight tickets, group special offers, and other destination services (Collectively referred to as "travel services") through the KARTACA website ([www.b2b.kartacatour.com](http://www.b2b.kartacatour.com) or "website"). The following Terms and Conditions form the basis of the CLIENT's relationship with KARTACA. Please read them carefully as they set out both KARTACA and CLIENT's respective rights and obligations. Any booking that the CLIENT makes through this website is conditional on the CLIENT accepting these General Terms and Conditions, the legal statement, and privacy policy (the "Terms and Conditions"). The Terms and Conditions form an integral part of the website and cannot be separated from the general contracting conditions, operations or reservations. By visiting, using, or ordering from the KARTACA website, the CLIENT and its user expressly agree to be bound by these Terms and Conditions and all applicable laws and regulations governing this website and reservations transacted via the KARTACA website. Access to the KARTACA website is strictly controlled by KARTACA and KARTACA reserves the right to change, modify, substitute or suspend or remove without notice any information or service from time to time. If the CLIENT does not agree to be bound by the Terms and Conditions, the CLIENT must not proceed with the booking.

## **KARTACA APPOINTMENT AS CLIENT'S AGENT**

This agreement for access to this program is entered into directly by and between KARTACA and the CLIENT. The CLIENT appoints KARTACA as its agent for the provision of travel intermediary services in all territories in which KARTACA may from time to time operate and KARTACA accepts such appointment. The intermediary services that may be provided by KARTACA to the CLIENT under this agreement shall include the request for availability, booking, and confirmation of the accommodation services, and representative services or such other services as the Parties may from time to time agree. KARTACA will make its utmost to get confirmation from the service supplier selected by the CLIENT by the submitted booking request. Should the availability is confirmed by the service supplier and the CLIENT proceeded with the payment by these Terms and Conditions, KARTACA will be able to confirm the booking to the CLIENT. KARTACA acts as the CLIENT's agent only in respect of all bookings KARTACA makes on the CLIENT's behalf. KARTACA accepts no liability about any contract the CLIENT enters into or for any other services that the CLIENT books or for the acts or omissions of any service supplier or other person(s) or party (ies) connected with the CLIENT's booking. The service supplier's booking conditions will apply to the CLIENT's contract and prices and cancellation conditions shall be displayed when making each reservation, depending on prevailing conditions, availability, and other factors. The website will guide the CLIENT through the booking procedure.

## **WEBSITE USE AGE AND RESPONSIBILITY**

The CLIENT warrants that i) has made legitimate inquiries or bookings for the CLIENT or any other person for whom the CLIENT is legally authorized to act; ii) that its use of the codes is at least 18 years of age or over and have the legal capacity to use the KARTACA site and to create a legally binding contract for the CLIENT and, iii) that all personal information submitted during the bookings process is correct and CLIENT accepts financial responsibility for all transactions made under CLIENT name or account.

## **ACCESS CODES:**

Access codes (user names and passwords) to this program shall be given by KARTACA to each CLIENT, including as many passwords as necessary for each personal user. After initial access codes are used for the first time to access the KARTACA booking service, each user of the registered CLIENT MUST change his/her password (initially provided by KARTACA) to maintain absolute confidentiality, preference, and independence when operating. Access codes provided by KARTACA are for the sole use of each CLIENT and personal user; no access code use may be transferred or disclosed to third parties including, but not limited to, representatives or subsidiaries of the CLIENT. Each CLIENT and the personal user are directly responsible for the use of their access codes. In the event of improper use thereof, such access codes shall be withdrawn; sales will immediately be stopped and legal action may be taken. For reasons of security, KARTACA shall reserve the right to change the access codes of the CLIENT so long as such changes shall not disrupt the use of the system by said CLIENT, and that sufficient notice of the planned change(s) is received by said CLIENT.



## **RESERVATIONS: HOW TO BOOK KARTACA TRAVEL SERVICES.**

Simply search for the chosen travel service (accommodation, flight ticket, group special offers, and other destination services), the service supplier (concrete Hotel, etc.) at the desired destination, booking pax and dates, then proceed to the final booking page. Details of CLIENT selection will be featured on the website. The CLIENT shall carefully check the dates, the price, the destination, and the service supplier details before completing the booking. The CLIENT will also see details of the cancellation fees that will be levied for the booking. To confirm a booking, the user must be authorized to make the booking by the CLIENT and by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the CLIENT is confirming that all persons named on the booking accept the Terms and Conditions and that the CLIENT will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking the CLIENT also becomes responsible for making all payments due to KARTACA. Once KARTACA has received the CLIENT booking and all appropriate payments, KARTACA will, subject to availability, confirm the booking once the service supplier concerned confirms to KARTACA. KARTACA will confirm by issuing a confirmation e-mail containing a booking voucher. The booking request will not be confirmed by KARTACA and the transaction is not considered completed until the CLIENT has paid in time the full price of the services, irrespective of whether the final consumer, intermediary, or the remaining interested parts, have paid the referred price to the CLIENT. Therefore, KARTACA will confirm the booking once the full price is paid by the CLIENT. In any case, if the CLIENT has been requested to return a Credit Card Payment Authorisation (for payment using a credit card), the booking confirmation will not exist until KARTACA receives the Authorization. Should CLIENT not return the Credit Card Authorisation, KARTACA cannot process the payment and then, confirm the booking. This Credit Card Authorisation is requested to ensure that the CLIENT is the Credit Card holder and that no fraudulent use is being carried out with the CLIENT's credit card. CLIENT shall check the booking voucher carefully as soon as the CLIENT receives it and contact the KARTACA customer services immediately if any information which appears on the booking voucher or any other document appears to be incorrect or incomplete. As KARTACA acts only as the CLIENT's travel agent, KARTACA will have no responsibility for any errors in any documentation except where those errors were made by KARTACA while processing the booking. Such a voucher or reservation confirmation shall include: • Reservation code • General reservation details • Breakdown of the amount and/or invoice to be paid by CLIENT to KARTACA (or subsidiaries/ affiliates) • Voucher or deliverable documents. The documents provided by KARTACA are for the sole reference of the CLIENT. The voucher for the final consumer MUST be issued by the CLIENT and it must indicate that it is payable by the company designated in the documents issued by KARTACA unless otherwise agreed in writing with KARTACA. Including the following wording: "Payable through [the appropriate KARTACA company that corresponds to the destination booked], acting as agent for the service operating company". The final consumer shall present the CLIENT's voucher with KARTACA's reference at the service supplier/accommodation establishment upon check-in. If a cancellation has occurred immediately after the confirmation of the booking, the voucher will become invalid. Consequently, the reservation will be deemed invalid by KARTACA and the service supplier. Moreover, if the service supplier renders the services, KARTACA shall not be responsible for its payment. KARTACA shall not be obliged to send reminders of any requested reservations. If the CLIENT requires a reminder, any communication must specify the relevant reservation identification codes.

## **IMPOSSIBILITY OF HANDWRITTEN SIGNATURE:**

Due to the special characteristics of electronic commerce, the CLIENT hereby acknowledges the impossibility of a handwritten signature for this transaction. Therefore, CLIENT hereby accepts that there is no need for a handwritten signature and CLIENT also accepts to be bound by the acceptance of the Terms and Conditions of the KARTACA website upon making the reservation.

## **GENERAL**

The CLIENT is responsible for ensuring that these Terms and Conditions are brought to the attention of, and agreed with, their final consumers, intermediaries, and all other interested parties, before entering into any agreement with those parties to which these Terms and Conditions might apply. Upon making any business transaction via the website, the CLIENT accepts that these Terms and Conditions apply to every transaction. It is also the CLIENT's responsibility to inform KARTACA of their source selling markets, that is, markets from which KARTACA products will be sold. Once KARTACA has this information and has in turn informed the CLIENT of prices and rates applicable to the stated source markets, the



CLIENT agrees not to apply said pricing to any other source market. Should the CLIENT wish to sell KARTACA products in other source markets, they must inform KARTACA of this and they will therefore be informed of the applicable prices for that source market.

CLIENT is obliged to provide the Retail Agency or, if applicable, the final consumer, the following data: • What is included and not included in the price of services. • The regulations and consequences of a no-show by the final consumer at the establishment, of regulations regarding cancellations, annulments, and modifications, as well as of any possible name changes of the commercial name of the hotel plus the possible existence of stay taxes. • That all the users, without exception (children included) must have current personal and family documentation, either passport or National Identity Document, as required by the country or countries visited. • All extra services (special meals, extra beds, cots/cribs, etc) • CLIENT is also obliged to provide a voucher for the services that contain the following wording: "Payable through [the appropriate KARTACA company that corresponds to the destination booked], acting as agent for the service operating company". The final consumer shall be liable for obtaining the documentation required at the destination, such as visas, IDs, passports, medical documents, etc. and KARTACA shall not be liable for any circumstance or expense incurred due to lack of documentation or non-compliance with requirements., regarding transport by land, it is understood that the user shall carry with him/her all their luggage and personal belongings, irrespective of the location within the vehicle where these are stowed and that such luggage and personal belongings are carried at the user's own risk. Users are recommended to be present during the handling, loading, and unloading of luggage. For transport of the luggage by air, by rail, by sea, or by river, the general Terms and conditions applicable to transportation companies shall apply, with the ticket being the binding document between the aforementioned companies and the passenger. In the event of any damage or loss, the consumer shall at that time claim the Transport Company. In any case, KARTACA will be responsible for the passenger's luggage. Whenever the European Package Travel Directive 90/314 EEC must be applied due to the intention to include any of the services provided by KARTACA in a Package Travel, the CLIENT undertakes to strictly comply with the Package Travel Directive 90/314 EEC and/or any legislation that develops, adds to and, when appropriate, replaces them, delivering or enabling the delivery of all the appropriate information to the final consumer, requesting its signature and approval on the package travel conditions when necessary.

**WARNING – USA RESTRICTIONS ON TRAVEL TO CUBA** Travel to Cuba by citizens and residents of the United States is subject to the laws of the United States regarding the U.S. embargo on Cuba and requires a license by the United States Government. No refunds will be made or liability incurred concerning any travel arrangements made by citizens or residents of the United States without required licenses.

## **PRICES**

The prices offered on the KARTACA website are confidential and may not be disclosed. Payment will be made in EURO, USD, GBP, TRY or in the national currency applicable at that time with the exchange rate between EURO, USD, GBP, TRY /new currency effective on the day of payment. The prices offered therein are for sale within the CLIENT's market to the exclusion of any other. Sales to any other markets shall only be possible by prior request and with the express authorization thereof by KARTACA. Prices quoted on the KARTACA website are net prices (non-commissionable) including all indirect taxes. Any tax increase will be directly added to the prices offered in these Terms and Conditions. Hotels and other accommodation establishments (including Groups): Prices quoted are per person per night or unit per night.

Prices quoted on the KARTACA website are directly generated by the system. The CLIENT shall be invoiced according to current prices at the time of online confirmation of reservation and according to the handling fees, which depend on the destination where the booking is confirmed (for the handling fees charged by each destination, contact our local office in charge of that destination). Prices quoted on the KARTACA website are net rates (except for those previously agreed) depending on daily availability, and as such may be subject to variations for the following reasons: • Due to foreign currency fluctuations in the exchange rate applied to confirmed reservations. In this case, the exchange fluctuation shall only affect the price when the variation in the rate of exchange exceeds 3%. • Accommodation establishments. In the event of Trade Fairs, special events, or new special conditions of the establishment.

Block booking of accommodation reservations for future sales is forbidden under any circumstances or at any time. KARTACA reserves the right to cancel any reservations made for this purpose without liability. As well, the CLIENT hereby commits to not use KARTACA's prices that appeared on the website to contact KARTACA's suppliers disclosing such prices to negotiate new rates and/or any other meaning, in this event, the CLIENT shall indemnify KARTACA and KARTACA will notify the supplier the illicit use of the rates by CLIENT.



### **THE PRICE INCLUDES:**

All services, products, and fees are agreed upon via the KARTACA website. Hotels and other accommodation establishments (including Groups): Service as specified in the reservation confirmation, except those accommodation establishments in which the inclusion of other services is specifically indicated. In most Hotels, the earliest check-in time is after 14:00 hours, and the latest check-out time on the date of departure is noon.

The CLIENT shall be liable for their final consumer's reconfirmation of flights directly with the airline and/or other services and for advance notice to receiving agents at the destination of any changes in flights and/or flight times if there has been a modification of the reserved flight(s). The CLIENT shall be liable for ensuring that the flights and times given to KARTACA are correct, and where other services are required, these shall be organized based on the data provided by the CLIENT.

### **THE PRICE DOES NOT INCLUDE:**

Any service not specified in the reservation confirmation. Accommodation services: any extra services are not included such as telephone calls, insurance, laundry service, minibar, parking, etc. which shall be paid directly by the final consumer.

### **UNAUTHORISED ROOM BLOCKS**

Holding Room Blocks is considered prohibited behavior. The use of the KARTACA booking engine is limited to Free Independent Traveller/Tourist (FIT) bookings and as such our database inventory is protected against any other unauthorized use. Any Group reservations must therefore be directed to the group's section of our website, and as such are subject to the Terms and Conditions of group reservations. The blocking of multiple rooms or services with unconfirmed names, ensuing name changes, or cancellation within 45 days of arrival is prohibited, due to database inventory restraints. Should any such blocks be detected, KARTACA reserves the right to: a) Deny and cancel said bookings b) Change to a Group booking, leading to a possible increase in rate and alternative payment terms. c) Charge an administrative fee for handling the block and subsequent changes. Administrative fee: Multiple name changes indicating that rooms have been blocked will be subject to a 25 USD/20 EUROS fee per modification, including each name change. The administrative fee can vary from time to time, for the concrete administrative fee please contact the respective KARTACA Sales Manager.

### **MEANS OF PAYMENT**

All services must be paid by CLIENT to KARTACA at least 7 days before final consumer arrival unless an alternative financial arrangement is agreed upon. If the period between reservation and final consumer arrival is less than 7 days, payment shall be verified immediately at the time of reservation. The booking request will not be confirmed by KARTACA and the transaction is not considered completed until the CLIENT has paid in time the full price of the services, irrespective of whether the final consumer, intermediary or the remaining interested parts, have paid the referred price to CLIENT. Therefore, KARTACA will confirm the booking once the full price is paid by the CLIENT. Invoices must be paid in full. No deductions by CLIENT are allowed. Any disagreement regarding the invoice must be communicated in the detailed form to KARTACA within 20 days of the issue thereof. Any disagreements communicated subsequently shall not be considered. Payments shall be made in the currency appearing on the invoice, in any of the following ways: • Bank transfer to KARTACA company group at the relevant destination; bank details contained in BANK TRANSFER. BANK ACCOUNTS AND PAYMENT DETAILS (see Annex I). SWIFT confirmation shall be sent by fax to the receiving office in which the reservation was made. CLIENT shall be responsible for ensuring that such confirmation is received by KARTACA with the required notice. • Credit card by the regulations contained in CREDIT CARD REGULATION (see next Credit Card Regulation). Any payment made by credit card shall be accompanied by a fax authorizing the charge by this means of payment, to be sent to the relevant office of KARTACA, duly signed by the credit card holder as well as a copy of the passport or national identity document of the cardholder. If payment for the reservation is not received by the date and method agreed or that there is a failure to fulfill all requirements, KARTACA may automatically cancel the reservations with no right on the part of the CLIENT and/or the final consumer to claim any service provision or amount whatsoever from KARTACA on account of such an annulment. KARTACA shall receive the net price timely and the CLIENT hereby assumes any cost or expenses that may arise for the payment. Therefore, any deficiency in payment arising from bank charges or as a result of currency conversion shall be paid by the CLIENT. KARTACA shall be entitled to claim for and



receive payment of any expenses that have been incurred by KARTACA, in addition to the full settlement with interest (EURIBOR + 1.5 points per annum), for any unpaid amount concerning the services provided except in the case of disputed charges.

#### **CREDIT CARD REGULATION:**

Payments made by Credit Card should be confirmed to each KARTACA office, according to the destination booked and to the following procedure: • Send KARTACA a copy of both sides of the holder's credit card, together with a copy of his/her national personal identification document. The person/holder of the credit card must be a member of the company's staff and must have previously been authorized by the company Management to effect payments, with it being the company's responsibility to ensure that the correct procedure has been followed for all payments effected by the cardholder. • Send the authorization signed by the cardholder (to the corresponding destination) for each payment of invoices, which should include the invoice number and amount. (See in Annex II is a sample authorization form to be completed). • There is a handling charge for payments made by Credit Card. Please check with KARTACA offices for information on which Credit Cards are accepted. • When making a payment to an account based in a foreign country, banks may apply commission rates over which we have no control and KARTACA cannot be held responsible for such charges.

#### **TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES**

These Terms and Conditions do not supersede but complete and add to the above-mentioned Terms and Conditions. In case of contradiction between the general and special Terms and Conditions, the latter shall prevail.

#### **ACCOMMODATION SERVICES (NOT GROUP RESERVATIONS):**

Children Special conditions for children are agreed upon with each service supplier and are not based on any one criteria; therefore, and given that each establishment/supplier applies its special conditions or discounts, the CLIENT shall enquire about this point when making the reservation. Accommodation services: Such discounts or special conditions must be understood as applicable only when children share a room with 2 adults.

COTS(UK) /CRIBS (US) – If this service is required, this shall be indicated when making the reservation, as some establishments have limited availability of such items. This extra service can be paid by the final consumer directly at the establishment if required.

Third Person In Accommodation Services Almost all hotels will treat a reservation for a third person as a double room with an extra bed. Consult the supplement and/or discount applicable for an extra bed to be occupied by an adult, as this varies depending on the hotel. There are hotels with very few available extra beds, so it is imperative to ensure availability when making CLIENT reservations. Failure to do this may result in the non-availability of the extra bed at the hotel, with no right to claim any service provision or amount whatsoever from KARTACA.

No Show In Accommodation Services No show by the CLIENT's final consumer at the accommodation establishment without prior warning shall be considered a cancellation. No reimbursement to the final consumer shall be made in the event of a 'no show' without prior consultation with, and express authorization from, KARTACA, who shall inform the CLIENT of charges payable, which may range from the cost of one night to 100% of the amount of the reservation.

Modifications Unless expressly authorized by KARTACA the CLIENT shall not be allowed to reduce the reserved period of stay or requested service, nor change the names of the final consumer once the reservation has been made. Any such changes shall be deemed to be a cancellation of the reservation. Modifications to extend the reserved period shall be subject to availability; in the event of an extension, the price shall be modified accordingly.

Cancellations In the event of withdrawal of the tourist services purchased via KARTACA, the CLIENT shall have the right to be returned all amounts paid with deduction of the amounts, if any, which may have accrued in terms of cancellation charges.

Generally, cancellations made at least 48 hours before final consumer arrival shall not generate charges. This notwithstanding the aforementioned period may vary in each particular case and shall be indicated at the time of booking. At the time of confirmation of the reservation, the cancellation charges which may ensue shall vary according to destination, dates, and accommodation establishment. If for exceptional reasons the cancellation is not made via the system, it must be sent in writing to KARTACA detailing the destination and reservation number. KARTACA shall send an acknowledgment of receipt and inform of all the charges, if any, which may be applicable. The CLIENT shall be responsible



for obtaining the confirmation and/or acknowledgment of receipt of the cancellation of the reservation by KARTACA. Any charges for cancellations made directly by the final consumer with the accommodation establishment which is charged by the supplier to KARTACA shall be paid, in turn, by the CLIENT to KARTACA. Claims for reimbursement by a final consumer leaving the accommodation establishment before the reserved departure date (early check-out), must be addressed to KARTACA within twenty days of the effective date of departure, together with written confirmation from the accommodation establishment of time and date of departure.

In the event of a no-show or early check-out, the accommodation establishment may charge the full amount of the original reservation, in which case reimbursement to the final consumer shall not apply. Reservations made via KARTACA may be canceled by request of either party with no penalty whatsoever in the event of force majeure, such as, without restriction, war, revolution, acts of terrorism, closure of borders, epidemics, catastrophes that may affect the various destinations and, specifically, the location of the accommodation establishment at the destination, as well as the country of origin of the final consumers. Other services will have different booking/cancellation policies which CLIENT will be informed of by the relevant destinations (for offline bookings) or when The CLIENT confirms their bookings (for online bookings).

Important • Throughout the year, some accommodation establishments may change their name or trade name, which shall not be construed as a change of hotel or modification of the reservation. • In some countries there is a local tax known as "stay tax" or "tourist tax" (eco-tax) which must be paid directly at the establishment or/and the airport. • The categories of the hotels have been provided by the establishments themselves and by specific regulations applicable in each country. A hotel in one country, therefore, may not be similar in terms of services and quality to a hotel in another, despite belonging to the same category. • KARTACA provides the information supplied by the hotel regarding the existence of works of refurbishment or renovation of the establishment, as well as the duration thereof. KARTACA shall not accept claims for works about which it has not been informed or which extend beyond the planned date of conclusion thereof.

#### **ACCOMMODATION SERVICES (GROUP RESERVATIONS):**

The following additional Terms and Conditions apply to CLIENT booking accommodation services for groups through the KARTACA website. To qualify for special group rates, the requested reservation must be for a minimum of 10 Double rooms or the equivalent with 20 pax. The tariff corresponding to individual bookings shall be applied to any booking request for between 6 and 10 rooms, although deposits, payments, cancellations, and/or modifications will be subject to the following Terms and Conditions too. Payment shall be submitted to the "Means of payment" clause above. Deposits and means of payment. • For reservations confirmed 6 weeks before arrival or earlier, a 25% deposit must be paid within 7 days after booking confirmation. The complete payment shall be made a minimum of 1 week before the date of arrival. • For reservations confirmed between 6 and 3 weeks before arrival, a 50% deposit must be paid within 3 days after booking confirmation. The complete payment shall be made a minimum of 1 week before the date of arrival. • For reservations confirmed within 3 weeks before arrival, a 50% deposit must be paid within 3 days after booking confirmation. The complete payment shall be made a minimum of 1 week before the date of arrival. Payments using bank transfer will only be admitted within 3 days after booking confirmation. Other payments shall be made using a credit card. • For reservations confirmed within 2 weeks before the date of arrival, the complete payment shall be made upon reservation confirmation. Payments using bank transfer shall only be admitted within 48 hours after booking confirmation. Other payments shall be made using a credit card. • For reservations confirmed within 5 days before the date of arrival, the complete payment shall be made upon reservation. Payments shall be made only using a credit card. Modifications and cancellations. • If there is a reduction in the number of people of up to 15%, and this cancellation is made between 6 weeks and 7 days before the date of arrival, a 100€ administrative cancellation fee shall be applied. • If there is a reduction in the number of people of more than 15%, and this cancellation is made between 6 weeks and 7 days before the date of arrival, a 50% cancellation fee shall be applied. • Any cancellation within 7 days before arrival shall be charged a 100% cancellation fee. • Any cancellation before 6 weeks before the date of arrival shall be charged no cancellation fee. • No modification fee will be applied in case of an increase in the number of rooms and/or nights. The Groups clause of these Terms and Conditions may be subject to amendment by specific conditions which KARTACA may include at the notification of the confirmation of the accommodation establishment or any other supplier. These specific conditions do not supersede but shall complete, supplement and add to these Terms and Conditions herein.



## **CLAIMS & LIABILITY DISCLAIMER CLIENT'S LIABILITY**

The CLIENT shall be liable for the behavior of its final consumers in the event of abnormal behavior, vandalism, or misconduct. In this case, KARTACA and/or the service supplier reserve the right to automatically cancel the final consumer stay or reservations with no right of the final consumer to any compensation whatsoever. Any incidents which may be resolved during the stay of the final consumer at the accommodation establishment shall be directly resolved by the CLIENT. The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified KARTACA from and against any actions, claims, proceedings, losses, costs, expenses, and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this Agreement. Notwithstanding the above KARTACA's entire liability under this Agreement, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by CLIENT to KARTACA for the specific services in question. Neither party shall be liable for any indirect, special, or consequential loss, including economic loss, which term shall include, but not be limited to, loss of profits, loss of use of profits, business, revenue, goodwill, or anticipated savings.

### **KARTACA LIABILITY:**

KARTACA acts as the CLIENT's agent and as an independent intermediary in the contracting of accommodation and other services, and thus shall not be held liable for death, injury, illness, damage, loss, accident, theft, delays, or any other irregularity which may arise, whether directly or indirectly, from the supply of services by the hotel or other suppliers and which have been contracted via KARTACA. KARTACA shall use reasonable endeavor to ensure the suppliers accept liability and indemnify from and against any claims of the CLIENT's guests arising from the provision of the services. Therefore THE CLIENT hereby commits to file any claim for the services directly with the service provider. The CLIENT also acknowledges that KARTACA has no control over the provision of the services rendered by the service supplier. KARTACA shall not deal with any claims that have not been presented by the final consumer during the period of stay at the accommodation establishment. KARTACA shall not be able to negotiate any claim with the supplier that is presented after the date of final consumer departure from the establishment in question.

### **DISCLAIMER:**

The information on this site is posted in good faith but KARTACA cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on this site. Information on the various services is as accurate as possible given that the information is provided by the service supplier. This website contains links to other websites. Except where they belong to KARTACA, such other websites are not under the control of KARTACA or maintained by KARTACA and KARTACA is not responsible for the content of such websites. In no event shall KARTACA be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of access to, the use of this website or any information contained in it, or the inability to access to, including loss of profit and the like. Service suppliers on this site are independent businesses and are not agents or employees of KARTACA or its affiliates. These independent businesses provide the services by their terms and conditions which may limit or exclude their liability to the CLIENT or the final consumer. KARTACA and its affiliates are not liable for any acts, omissions, breaches, or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid. KARTACA and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control. To the maximum extent permitted by law, KARTACA disclaims all implied warranties about the information, services, and materials contained on this website. All such information, services, and materials are provided "as is" and "as available" without warranty of any kind.

## **CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA AND CONFIDENTIAL INFORMATION**

Confidential information shall be deemed as any information or data, whether or not it has been drawn up in hard or soft copy or in any other form that is already in use or that could be invented in the future, which KARTACA notifies or provides to the CLIENT or that the latter may have access to with or without the knowledge and/or express consent of KARTACA. Therefore, confidential information shall be deemed as the following and will include, but not be limited to any databases and prototypes created from the documents provided, proprietary management software, computer system passwords, information on users, telephone numbers, fax numbers, email addresses, addresses of offices, agencies,



departments, and headquarters, computer programs, copies, routines, sources, functional and organizational analysis, know-how, formulae, processes, ideas, inventions (whether patentable or not), financial data and development plans, strategies, the contents of any bids that may be made and any other supporting documents, data or material belonging to KARTACA or available in its website that the CLIENT may have access to. Under no circumstances may the following be considered confidential information: • Any information that is contained in public bibliography or that may become public knowledge unless it becomes public knowledge due to a breach of the agreement by one of the parties. • Any information or know-how provided by third parties. • When disclosure is required by law. • Disclosure of any information at the request of Courts or Tribunals • Information referring to economic data or any other kind that must be submitted to the State, local or autonomous authorities due to tax or labor requirements and administrative contracts.

#### **NON-DISCLOSURE:**

Total or partial disclosure of any of the confidential information to which the CLIENT may have access using contracting and performance of its services to third-party individuals or companies shall be expressly prohibited. The CLIENT guarantees that its employees, customers, suppliers, sub-contractors, and any other parties related to the agreements between KARTACA and the CLIENT fulfill the confidentiality commitments contained in this document. The requisite measures must be adopted for said fulfillment of the confidentiality commitment and the CLIENT shall be responsible for any claims or damages caused by the non-fulfillment of this obligation. The CLIENT undertakes to fulfill these confidentiality commitments from the date that this agreement is signed and to continue to do so whether the relationship between the parties is in force or not. Should the CLIENT or any of its employees, agents, suppliers, or representatives conceive any invention, innovation, discovery, computer program, process, technique, or the like, as a result of observing or having access to the Confidential Information, the CLIENT agrees to assign or to have assigned, said invention, innovation, discovery, computer program, technique or the like, to KARTACA.

#### **BREACH OF CONFIDENTIALITY CLAUSES:**

Apart from that stated in the personal data protection clause, and the obligation to compensate any specific losses or damages caused, as a result of the infringement by the CLIENT of the confidentiality obligations stated, the latter shall also pay KARTACA an amount that will be canceled subsequently.

#### **ACCESS TO PERSONAL DATA:**

If KARTACA needs access to personal data which is strictly necessary to provide the services requested by the final consumer, KARTACA and the CLIENT shall ensure this is legally possible under the European Directives 95/46, 2002/58, and/or any legislation that develops, adds to and, when appropriate, replaces them (hereinafter referred to by its initials PDPR –personal data protection regulation-). The CLIENT hereby warrants that it has all the necessary consent and authorization from the data subject for the transfer of such personal data to KARTACA and authorizes KARTACA to proceed with all the subsequent transfers of data to complete the request and booking of the travel services. The personal information that KARTACA may collect from the service supplier, as well as any personal data which, in the use of this system, the CLIENT may disclose to KARTACA, shall be understood as obtained, treated, and transmitted with strict observation of and in total compliance with the requirements set forth by PDPR. The CLIENT hereby commits to provide accurate data and update it if necessary in such a way as to give a true picture of the current situation of the final consumer. In fulfillment of that stated in the PDPR, the CLIENT and KARTACA undertake to observe professional secrecy regarding such data, even when their relationship has terminated, and to ensure that the staff performing the services abide by the aforementioned obligation. KARTACA and the CLIENT state and guarantee that they have installed the technical and operational security measures that guarantee the security of personal data and prevent its alteration, loss, mishandling, and/or unauthorized access thereto, bearing in mind the status of technology, the nature of stored data and the risks to which it is exposed. The Person in charge of these files is KARTACA Corporation with a company address at Konacık Mahallesi Kubilay Sk. No:3/A1 Bodrum Muğla, Turkey.

If the CLIENT should wish to exercise rights of access, rectification, cancellation, or opposition granted by the PDPR, the CLIENT may address [info@kartacatour.com](mailto:info@kartacatour.com) or send a signed letter to KARTACA indicating the performance requested regarding personal data and a copy of the relevant Identification Card or passport of the CLIENT's user who is requesting this performance.

KARTACA and the CLIENT specifically undertake the following if they have access to any personal data: • To ensure that the data is stored using the legally required technical and organizational security measures that guarantee the security



thereof, avoiding its unauthorized alteration, loss, processing, or access, under the state of technology from time to time, the nature of the data and the possible risks that it is exposed to. • To only use or apply the data to perform the agreed services and to achieve the agreed purposes. • Not to pass on such data to other parties, not even for safekeeping, nor any similar texts, assessments, or processes mentioned above, nor to copy or reproduce part or all of the information, results, or lists thereof. • To ensure that the data is handled only by employees who need it to perform the services and any third parties that information is revealed to must be bound to abide by the confidentiality obligation. • Once the services have been provided, they undertake to destroy such data or return it thereto, along with any supports or documents containing such information and they must not retain any copy whatsoever thereof.

The CLIENT hereby authorizes KARTACA to disclose the final consumer's information to third parties for the sole purposes of completing the final consumer's reservation and of associated administration. Any data thus collected on this website may be transmitted, according to PDPR, to those entities that must be involved to contract the requested services. Where the final consumer's stay or travel services are provided/rendered outside the European Economic Area (EEA) or out of the scope of the U.S.-European Union Safe Harbor Framework, controls on data protection may not be as strong as the legal requirements in PDPR. Therefore, the CLIENT also explicitly authorizes KARTACA to pass that information to any service supplier located in countries that do not provide a level of protection comparable to that provided by this PDPR, to process the booking request. Nevertheless, KARTACA will not pass any information on to any person not directly responsible for travel arrangements. In the event of a breach of these commitments or any obligation derived from PDPR by the CLIENT, including by its employees or, as the case may be, by any contracted third parties, the CLIENT shall be considered responsible for the processing thereof and specifically fully accepts all responsibility and liability for any claims against KARTACA due to any kind of administrative sanctions being imposed by the relevant authorities, as well as any damages or losses in judicial or non-judicial proceedings brought against KARTACA including, in any case, the costs of the fees payable to Legal Counsel, Court Liaisons or any other professionals, and such breach of contract by the CLIENT of that stated in this clause shall also be specifically considered just cause for early termination of the rendered services.

#### **OWNERSHIP AND OTHER RIGHTS OWNERSHIP**

The CLIENT acknowledges and agrees that any element and intellectual property rights pertaining thereto (including without limitation all commercial names, trade names, copyrights, logos, patents, trademarks, service marks, and trade secrets) on the KARTACA website (including without limitation its Terms and Conditions, rules, policies and operating procedures, and KARTACA' Confidential Information -as defined above-), received or acceded are the exclusive property of KARTACA or its suppliers. The CLIENT acknowledges and agrees that, except hereby stated, they shall not acquire any right or interest in the information or data acceded and that KARTACA shall remain the sole owner of the information or data including, but not limited to, all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world. All trademarks, copyright, logos, database rights, and other intellectual property rights in the materials on this website (as well as the organization and layout of this website) together with the underlying software code are owned by KARTACA or its suppliers. The CLIENT and any user may not use, copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website or belonging to KARTACA or the underlying software code whether in whole or in part without KARTACA' prior written permission. If there is any misuse of any Intellectual Property owned by KARTACA (including without limitation all trademarks, service marks, logos, commercial names, etc.) without KARTACA's consent or license; all bookings and sales will be stopped, and KARTACA reserves its right to take any legal action pursuant the protection of its legitimate interest.

#### **CONTENTS:**

KARACA grants to the CLIENT, under these Terms and Conditions, a non-exclusive, royalty-free, non-transferable license to see and use all the elements provided and/or included in the accommodation and other services contents (texts, photographs, descriptions, maps...) available in KARTACA website (hereinafter referred to as contents). The duration of this license shall be equal to the duration of the commercial agreement between both parties. The license may be revoked by KARTACA at any time giving one-month previous notice. The CLIENT shall be entitled to use the contents provided under this license only in connection with the websites run through the KARTACA system and only for the sale of the services provided by MAXIMUM or its subsidiaries or affiliates. The contents cannot be used to promote the same service but from another travel intermediary. The CLIENT shall not be entitled to grant sublicenses. Except hereby agreed,



The CLIENT shall not copy, reproduce, modify, transmit, sell, lease, market nor disclose to third parties the contents (and/or any of its elements) provided/displayed by KARTACA.

The CLIENT acknowledges and agrees: • That, except hereby agreed, it shall not acquire any other right or interest in the contents. • That contents directly or indirectly received or acceded are the exclusive property of KARTACA, its subsidiaries, or suppliers, who shall remain the sole owners.

The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified KARTACA from and against any actions, claims, proceedings, losses, costs, expenses, and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this clause. KARTACA shall not be held liable for inaccuracies or errors in the accommodation contents or any of its elements. The CLIENT acknowledges and agrees that the sole disclosure of or access to the information or data available on this website does not constitute an offer by KARTACA for the sale, license, or other transfer of such elements.

### **CHANGES TO KARACA WEBSITE**

KARTACA may make improvements or changes to the information, elements, data, services, and other materials on this website, or terminate this website, at any time without notice. KARTACA may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting of the modified Terms and Conditions on this website. Accordingly, the continued access or use of this website by the CLIENT is deemed to be their acceptance of the modified Terms and Conditions. KARTACA may suspend access to the program because of maintenance works, net security reasons, or force majeure, with no obligation to reimburse or compensate the CLIENT for the time for which access has been suspended.

### **INDEPENDENT CONTRACTOR**

KARTACA and the CLIENT are independent contractors. There is no relationship of partnership, joint venture, employment, or franchise between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the parties' prior written consent.

### **ASSIGNMENT OF RIGHTS**

KARTACA reserves its rights to assign in total or in part the obligations or rights of these Terms and Conditions to any subsidiary, affiliate, or holding company, or any subsidiary of its holding company. The CLIENT is not allowed to assign any obligation or right of these Terms and Conditions, or any other agreement which completes them, to any third party, unless prior express authorization has been granted by KARTACA.

### **ANTI-CORRUPTION CLAUSE**

KARTACA takes a zero-tolerance approach to bribery and corruption. The CLIENT warrants that they do and shall comply with, and their employees, contractors, agents, or subsidiaries do and shall comply with KARTACA' Policy on Procedures for Prevention of Bribery and Corruption and KARTACA' Supplier Code of Conduct (available at [www.kartacatour.com](http://www.kartacatour.com)), and all applicable local and international anti-corruption legislation and related procedures and codes from time to time in force, including but not limited to the United States of America Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010. The CLIENT shall provide supporting evidence of such compliance as KARTACA shall reasonably request. Violation of this clause by the CLIENT shall be a material breach and may result in the immediate termination of the contract and/or legal action. This does not affect any other KARTACA termination rights.

### **LEGISLATION AND COURTS OF JURISDICTION**

The application and interpretation of these Terms and Conditions shall be governed by current and applicable Turkish Legislation. In the event of any discrepancy which may arise from the interpretation or execution of these Terms and Conditions, the parties, with express waiver of any other court of jurisdiction which might apply, if any, shall abide by the Jurisdiction and Competence of the Courts of Bodrum Muğla, Turkey.