



NONDISCLOSURE AGREEMENT

This distance agreement has been signed between the parties named below on the subject and conditions specified.

1- PARTIES

DATA CONTROLLER / CONTENT PROVIDER :

LIU RESORTS
(RR TURİZM YATIRIMLARI ANONİM ŞİRKETİ)

INTERNET USER / CUSTOMER :

ANY PERSON USING THIS WEBSITE (MEMBER OR USER)

2- SUBJECT MATTER OF THE AGREEMENT

The subject of this agreement is to establish the legal conditions relating to the subject matter and scope of activity of the website of the data controller, who has established a policy for the protection of personal data within the framework of Act No. 6698 on the Protection of Personal Data, in relation to the work and studies carried out by the data controller, so that the personal data, information and documents provided or communicated by the data controller to the user, or made available to the user in the Internet, digital or physical environment with the knowledge of the user due to the conditions required for the activity, may not be processed, stored or disclosed to third parties (natural or legal persons), with the information and documents being treated as confidential.

3- DEFINITION OF CONFIDENTIAL INFORMATION AND DOCUMENTS

The information that the parties communicate to each other during the execution and realisation of the works or transactions carried out as a result of the service provided to the user, which is stored on digital media such as computers, floppy disks, CDs, external memories and data on the website, digital media, databases, computers, floppy disks, CDs, external memories and data belonging to the employer, who is the data controller, and which is included in the clarification text that is annexed to this agreement, ideas and thoughts relating to the business development project, the way of doing business, values and information subject to intellectual and industrial property, such as trademarks, patents, copyrights, trade secrets or other innovations, whether or not protected by law, as well as all legal, commercial, financial and technical information, whether written or oral, to be learnt during the study and related documents, are considered confidential information and documents.

4- OBLIGATIONS OF THE PARTIES

- a) The user accepts and undertakes not to disclose or divulge the information and documents provided or made available to him/her, as well as the personal data, information, financial and commercial secrets, business methods, scientific and technical project secrets, financial, legal and technical documents, records, lists, vouchers and books of the Data Controller within the scope of the Personal Data Protection Act and within the scope of the Clarification Text, without the written consent of the Data Controller, not to store any personal data, information, floppy disks, flash memory or CDs or other storage and retention devices when using the website and computer

systems as a result of his needs, duties and work, and not to remove such records from his own area of use, even if he has to store them as a result of his needs, duties and work.

- b) The user accepts, declares and undertakes that he/she will not use or possess the trade name, company name, trademarks, brands, images and models, geographical signs, patents, intellectual property rights of the website, workplace and employer for any purpose, including advertising, sales promotion, without the written consent of the Data Controller.
- c) The user declares, undertakes and agrees not to infringe the intellectual and industrial property rights of the data controller or to disclose, use and share in any way commercial transactions and information and activities carried out in this direction.
- d) The user declares, undertakes and accepts that in the event of failure to comply with the obligations set forth in this contract or breach of the obligations undertaken by him, the processing and storage of the data, information and documents submitted to him, communicated to him or received from the Data Controller in the course of his activity, he will be in breach of the principles of the Personal Data Protection Policy, the legislation and the law, or in the case of the exercise of activities that violate the rules of prohibition of unfair competition and the rules of good faith during his activity, may be held legally and criminally liable and, in the event of the occurrence of damages and losses, these shall be compensated by him.
- e) The user declares, undertakes and acknowledges that he/she is obliged to adopt all types of administrative and technical measures to ensure that all types of data, information and documents of the aforementioned nature, which are provided to the data controller in the form of samples on the website and its content, do not fall into the hands of unauthorised third parties, to prevent unlawful access by them, to prevent unlawful processing of personal data and to ensure the protection of personal data.
- f) The disclosure of data, information and documents at the request of administrative and judicial authorities, such as government agencies, courts, public prosecutor's offices, etc. is not covered by this confidentiality agreement.
- g) The user accepts and undertakes that, in the event that he causes damage to the data controller as a result of his behaviour in breach of the contract, he shall be obliged to compensate for such material and moral damage.

5- DURATION

The obligation to act in accordance with the terms of this Distance Agreement shall commence on the date of approval of the Agreement specified in the System and shall continue after the expiry of the Agreement.

6- NOTIFICATION

The address and contact details of the parties set out above or entered into the system during use of the website shall be deemed to be the official address for service and contact details. In the event of a change of address, these addresses will be accepted as valid addresses for service in accordance with the provisions of the Service of Documents Act, unless the other party is notified in writing within 7 days of the change. The same applies to other contact details.

7- PLACE OF PERFORMANCE AND LAW

The place of performance for this distance agreement is Manavgat. Turkish law shall apply to the agreement. This Distance Selling Non-Disclosure Agreement shall be signed and come into force on the date of approval in the system with the acceptance and consent of the User in accordance with the terms and conditions stated on the Website.

**CONTENT PROVIDER
/ DATA CONTROLLER**

**USER
CLIENT/ INTERNET USER**

ANNEX :

Clarification text on the Personal Data Protection Act (also published on the website)