

## TERMS OF USE and DISTANCE SERVICE AGREEMENT

The purpose of this agreement is to regulate the services offered on the website <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> and the link, as well as the conditions of use of these services and the rights and obligations of the parties are listed below.

### 1. PARTIES

This distance agreement (hereinafter referred to as "AGREEMENT") requested for booking to receive services from the website called <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. It is concluded with LİU RESORTS (RR TURİZM YATIRIMLARI ANONİM ŞİRKETİ) and the user making a booking on the website for the purpose of using the services offered on the website. In the electronic environment in which the website in question is located, the contract takes effect at the time the USER purchases the service or product.

### 2. TERMS OF USE

- 2.1 USERS are deemed to have read and accepted the following written conditions, which are intended to inform the use of the <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, and to comply with them in advance.
- 2.2 The services offered on this website are provided by RR TURİZM YATIRIMLARI ANONİM ŞİRKETİ LIU RESORTS (hereinafter referred to as the "Service Provider") located at MURATPAŞA MAH. TONGUÇ CAD. ÖZ APT. NO:80C MURATPAŞA ANTALYA and the legal owner of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> is the Service Provider, and the Service Provider is authorised to use and dispose of the Website.
- 2.3 This contract may be amended partially or completely by the Service Provider under the conditions and at the times deemed necessary. These changes are regularly published on the site and submitted to the information of the USERS and become effective from the same date.
- 2.4 Every natural and legal person who benefits from the site services and accesses <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> is deemed to have accepted in advance any changes made by the Service Provider in the provisions of these terms of use.
- 2.5 The Service Provider reserves the right to change the information, forms and content contained or to be contained in the website <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> at any time.

## 3. DEFINITIONS

3.1. MEMBER (USER): It is a natural or legal person who wants to benefit from the Service Provider to purchase products / goods / services from the Service Provider, who makes an application by filling out the digital form related to the product, service or goods he / she has chosen, and whose reservation is accepted to benefit from the services and products offered on the site automatically or by the Service Provider by approving these applications. It is the person who shops and makes a reservation on the website <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> belonging to the Service Provider.

Individuals over 18 years of age can make a reservation by filling in the digital form on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> with their real identity information. In case of detection of false or misleading information on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, the reservation may be cancelled or suspended by the Service Provider.

- 3.2. CONFIRMATION PROCESS: Once the MEMBER has filled in the digital form on the Website and completed the purchase and reservation process, notification of the successful completion of the transaction will be sent to the USER by e-mail or SMS.
- 3.3. LINK: It is an extension that enables access from <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> to another website, files, content or that enables access from another website, files, content to <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>.
- 3.4. CONTENT: All kinds of information, files, pictures, images, programmes, figures, numbers, prices and other visual, literary and auditory images published or accessible from <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> and/or any other website.
- 3.5. WEBSITE TERMS OF USE AND MEMBERSHIP AGREEMENT: This is the agreement concluded electronically between the Service Provider and the natural and/or legal persons who benefit from the commercial and personalised services offered by the website <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>.
- 3.6. PERSONAL DATA: User's identity or passport details, address, email address, telephone number, information about the subject of the reservation, information about the accommodation, IP address, information about which areas of the website <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> they have visited and domain type, browser type, date and time of visit.

### 4. SCOPE OF SERVICES

- 4.1. The services to be offered by the Service Provider through the <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> site are generally electronic commerce as defined in the Consumer Law legislation. In relation to all kinds of user transactions to be made through <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, the provisions of the Consumer Law, the Regulation on Distance Agreements, the Regulation on Package Tour Agreements and the Regulation on the Application Principles of the Warranty Certificate and other national and / or international legislation and agreement provisions shall apply. USERS undertake, accept and declare this matter in advance.
- 4.2. The Service Provider is completely free to determine the scope and nature of the services it will offer through the <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> and declares that any changes it will make regarding the services enter into force by publishing them on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. USERS accept this situation in advance.
- 4.3. In order to benefit from the services to be offered within <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>; USERS must meet the specifications to be determined by the Service Provider and specified in the content of the relevant section of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. The Service Provider is completely free to determine these features and declares that the changes it will make regarding the features will take effect upon publication on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. USERS accept this situation in advance.

# 5. GENERAL PROVISIONS

5.1. USERS declare, undertake and accept that the personal and other information they provide while shopping or booking on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> is correct in front of the laws, and that the service provider of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> will

fully and immediately compensate all damages that the service provider will suffer due to the untruth of this information.

- 5.2. USERS undertake and accept to comply with the provisions of the relevant legislation and not to violate them while using <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. Otherwise, they declare, undertake and accept as USERS that they are bound by all legal and criminal liabilities that may arise.
- 5.3. USERS may not use <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> in any way that disrupts public order, violates public morality, disturbs and harasses others, or for any illegal purpose. It cannot be used in a way that infringes the intellectual and industrial rights of others or the Service Provider. In addition, the USER cannot engage in activities (spam, virus, trojan horse, etc.) and transactions that prevent or make it difficult for others to use its services.
- 5.4. The Service Provider is not responsible for the USER's data being read by unauthorised persons and for any damage to the software and data. USERS agree in advance not to claim compensation from the Service Provider for any damage that may be incurred due to the use of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>.
- 5.5. The SITE may provide links to other websites and/or other content that are not under the control of the Service Provider and/or owned and/or operated by other third parties. These links are provided for the USERS' convenience and do not constitute an endorsement of any website or of the person operating that website. It does not constitute any statement or guarantee of any kind regarding the information contained in the linked website. The Service Provider is not responsible for the websites and their https://liuresorts.bookcontents that can be accessed through links on onlinenow.net/index.aspx?Page=1, and any damage that may arise from the use of these websites is the sole responsibility of the USERS.
- 5.6. The USER who violates one or more of the articles listed in this contract is personally responsible for this violation, both legally and criminally, and will indemnify the Service Provider from the legal and criminal consequences of these violations. In addition, the Service Provider reserves the right to claim damages from the USER for non-compliance with this contract, if the case is referred to the judicial system as a result of this violation.
- 5.7. The software and design of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> are the property of the Service Provider and are protected by copyright and/or other intellectual property rights. These rights may not be used, acquired, reproduced or modified by the USERS without authorisation.
- 5.8. The Service Provider has the right to disclose the USER's personal information to the relevant authorities when requested as a legal obligation, when it is deemed necessary to act in accordance with legal requirements or to comply with legal proceedings notified to the Service Provider or to protect or defend the rights and property of the Service Provider.
- 5.9. The Service Provider constantly checks the accuracy and timeliness of the information available on https://liuresorts.book-onlinenow.net/index.aspx?Page=1. However, despite our efforts, the information on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> may lag behind current changes. The materials information contained https://liuresorts.bookand in the content of onlinenow.net/index.aspx?Page=1 are provided as of the date they https://liuresorts.book-onlinenow.net/index.aspx?Page=1 and there may be differences between the current status of the relevant service or information and the status on https://liuresorts.bookonlinenow.net/index.aspx?Page=1. The Service Provider makes no warranties, express or implied, as to the timeliness, accuracy, conditions, quality, performance, merchantability, fitness for a particular purpose and completeness of the information contained on this site, including but not limited to its effect

- on other information, services or products available on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, whether related or unrelated.
- 5.10. The Service Provider reserves the right to change all kinds of services, products, campaigns, etc. available on this SITE and SITE extension, to change the information and conditions of use of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> and the information provided on this site without prior notice, to rearrange <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> and its content, to stop and/or pause the publication. Changes become effective upon their publication on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. These changes are deemed to be accepted with the use of this SITE or access to the SITE. These conditions also apply to other web pages linked or received. The USER agrees to receive periodic bulletins and campaign announcements by e-mail.
- 5.11. For the services provided and the content published by third parties within the framework of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, the institutions with which it collaborates, the employees and managers of the Service Provider, the Service Provider's authorised dealers are not responsible. The responsibility for the accuracy and legality of the information, content, visual and audio images provided and published by third parties is the sole responsibility of the third parties carrying out these actions. The Service Provider does not undertake or guarantee the security, accuracy and legality of the services and content provided by third parties.
- 5.12. Those who use <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> may only carry out transactions on the <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> for lawful and personal purposes. The legal and criminal responsibility of the USERS in any transaction or action carried out within the framework of this SITE is theirs alone. Each USER undertakes not to engage in any activity that may violate the rights of the Service Provider and/or any other third party. The Service Provider shall not be held liable, directly and/or indirectly, for any damage that third parties may suffer as a result of the activities of the USERS on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>.
- 5.13. The Service Provider may use the information provided by USERS via <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> in accordance with the provisions of the "Privacy Policy" and the "Website Terms of Use", "Cancellation and Return Policy". It may process, sort and store this information in a database. At the same time, the Service Provider may also use the USER's identity, address, e-mail address, telephone number, IP address, which parts of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, domain type, browser type, date, time of visit, etc. information for statistical evaluation, announcement of campaigns and provision of personalised services.
- 5.14. Unless expressly authorised by the Service Provider within these SITE Terms of Use, the Service Provider reserves all rights to Service Provider services, Service Provider information, Service Provider copyrighted works, Service Provider trademarks, Service Provider commercial appearance or other assets and information provided through this SITE.
- 5.15. The parties acknowledge and agree that all computer records of the Service Provider shall be the sole and true exclusive evidence in accordance with Article 287 of the Code of Civil Procedure and that such records constitute an evidential agreement.

### 6. LIMITATION OF LIABILITY

The Service Provider shall not be liable for any direct or indirect damages that may arise due to breach of contract, tort, or other reasons due to access to <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>, use of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> or the information and other data, programmes, etc. on the SITE. The Service Provider, as a result of breach of contract, tort, negligence or other reasons; does not accept any liability for interruption of the transaction, error, negligence, interruption. It is accepted that by accessing <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> or other websites linked to or using the SITE, the Service Provider is

separated from any liability that may arise as a result of use / visit, any damages and claims, including court and other costs. USERS accept, declare and undertake in advance that they will pay the damages caused directly or indirectly in cash and in lump sum upon first demand and without any judgement.

## 7. CONFIDENTIALITY - PERSONAL DATA

The Service Provider may use the information regarding the USERS in accordance with the legal regulations, unless this agreement constitutes a breach of the agreement. Personal information and data obtained by https://liuresorts.book-onlinenow.net/index.aspx?Page=1 from the consumer due to Commerce Electronic transactions are kept confidential by https://liuresorts.bookonlinenow.net/index.aspx?Page=1 and are not shared with third parties. However, the USER declares and accepts that he / she allows the personal information and shopping information and shopping and / or consumer behaviour information that he / she has given in the past and / or will give in the future when shopping or creating a reservation on the SITE and / or in other ways to be collected for the purposes of product and service promotions, advertisements, campaigns, advantages, surveys and other customer satisfaction applications, to be shared with the Service Provider and related organisations, to be used and archived by the <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> site and related organisations. The USER declares and accepts that he/she allows the data to be collected, shared with the Service Provider's affiliated organisations, used and archived by https://liuresorts.bookonlinenow.net/index.aspx?Page=1 and affiliated organisations when the shopping or reservation transactions are terminated unless otherwise notified.

## 8. TRANSFER

The Service Provider may transfer this agreement in whole or in part at any time without notice. However, the USER cannot transfer this agreement to another party in whole or in part. Any such transfer attempt is invalid.

## 9. TERMINATION OF AGREEMENT

This distance service agreement will remain in force as long as the USER makes a purchase or reservation through the SITE and will continue to give rise to the provisions and consequences between the parties, and will be deemed to have expired in the event that the USER acts contrary to the law or morality, completes or cancels the reservation or purchase transaction and cash refunds are made. In the event that the USERS of the <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> site violate this agreement or certain rules regarding the USER and services contained in the SITE content, the agreement may be terminated unilaterally and the USER shall compensate all damages incurred by the SITE due to the acts that will cause termination.

### 10. FORCE MAJEURE

The Service Provider does not accept any liability for late performance or non-performance of the obligations set out in this distance service agreement of <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> in all cases deemed to be legally force majeure. In these cases deemed to be legally force majeure, it will not be possible for USERS to claim compensation from the Service Provider under any name or name due to delay or non-performance or default. USERS accept and declare this situation in advance.

### 11. APPLICABLE LAW AND JURISDICTION

This Agreement and disputes arising from the use of the services on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> are subject to Turkish Law and the place of performance of the Agreement is Manavgat. The Service Provider reserves the right to sue in the country where the USER is located.

## 12. ENFORCEMENT and ACCEPTANCE

These Website Terms of Use, Cancellation and Return Conditions and Distance Service Agreement become effective on the date of announcement by the Service Provider to the USERS in its content. USERS accept the provisions of this agreement by using the website <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a>. The Service Provider may change the provisions of this agreement at any time, the changes are published on <a href="https://liuresorts.book-onlinenow.net/index.aspx?Page=1">https://liuresorts.book-onlinenow.net/index.aspx?Page=1</a> by specifying the version number and date of change and enter into force on the same date.

## Important Note:

"The distance service agreement made with you will be stored electronically by us for 10 years from the date of the contract establishment and the date of the end of the shopping transaction. After this agreement is established, the text of the agreement will be sent to your e-mail. You are kindly requested to keep this agreement."