

## **Service Agreement Terms and Conditions**

### **1. General Information About the Website Owner**

- 1.1. This website is owned by PEAKPOINT TURIZM SAN VE DIŞ TİC. LTD. ŞTİ., a commercial legal entity established in accordance with Turkish law, located at: Hacıahmet Mahallesi Kurtuluş Deresi Caddesi No : 15-21 G Beyoğlu İstanbul/Türkiye
- 1.2. In this document, the company is referred to as “PPG”.
- 1.3. If the AGENCY does not wish to be bound by these Terms and Conditions, it must refrain from conducting any online transactions via the \*.ppg.travel website.

### **2. Terms and Conditions**

- 2.1. The conclusion of a contract via the website is subject to the acceptance of the Legal Notice, Privacy Policy, and the Service Agreement Terms and Conditions (the “Terms and Conditions”).
- 2.2. These Terms and Conditions form an integral part of the website and cannot be separated from the operational or booking details.
- 2.3. By accessing, viewing, using, or contracting via the website, the AGENCY acknowledges its binding nature.
- 2.4. If the AGENCY does not wish to be bound, it must refrain from making any Tourist Services reservations via the website.

### **3. Applicable Legal Regulations**

- 3.1. These Terms and Conditions are subject to the provisions of the Consumer Protection Law numbered 4077 and all other relevant regulations aimed at protecting consumers and users.

### **4. Appointment of PPG as the Service Supplier**

- 4.1. The agreement to access the website and its content is directly between the AGENCY and PPG.
- 4.2. PPG is designated as the service supplier in its operating regions and accepts this designation.
- 4.3. The services provided by PPG include, but are not limited to, availability requests, accommodation service confirmations, transfers, tours, representation services, and any other mutually agreed services.
- 4.4. Upon confirmation of availability and receipt of payment by the AGENCY in accordance with these Terms, PPG will confirm the supply of the service(s).

### **5. Booking of Tourist Services via PPG**

- 5.1. Reservations made via the website require the AGENCY to enter details regarding its customer (the “CUSTOMER”), including personal preferences and any special circumstances.
- 5.2. The processing of this data shall comply fully with the Personal Data Protection Regulation (“PDPR”) and other applicable laws.
- 5.3. The AGENCY will select the desired Tourist Service (e.g. accommodation, transfers, tours, etc.), specify dates, and the number of persons, and review both supplier details and destination information prior to confirmation.
- 5.4. PPG’s system permits individual reservations of up to five rooms; bookings

exceeding this limit are classified as “Group Reservations” and are subject to the supplier’s confirmation. 5.5. By confirming the reservation, the AGENCY represents that it is duly authorised to book on its own behalf and on behalf of all associated parties. 5.6. A reservation is only considered complete once full payment has been received by PPG and a confirmation email has been issued.

## **6. Information Obligations of the AGENCY to Its CUSTOMERS**

6.1. The AGENCY shall provide its CUSTOMERS with complete and accurate information regarding:

- What is included in, and excluded from, the net service prices;
- Provisions and consequences for non-attendance;
- Cancellation, termination, and modification policies, including any potential changes to the accommodation’s name or branding and the possibility of a tourist tax payable to the supplier;
- Legal requirements for personal documents (e.g. passport or identity card) for all CUSTOMERS;
- Any additional services (such as special menus, extra beds, baby cots, etc.);
- Compliance requirements under the Package Travel Directive (Directive 90/314) when applicable.

## **7. Price**

### **7.1. General Provisions**

- Prices displayed on the PPG website are confidential and are generated for sales in the AGENCY’s market only.
- Prices may be either “commissionable” or “net”, as agreed between PPG and the AGENCY.
- Net prices include applicable sales taxes (GST, ITBIS, VAT or similar); any increases in such taxes will be reflected as price increases.
- For commissionable prices, local taxes are excluded from the commission calculation.
- Should the AGENCY be required by law to withhold taxes, it must provide the necessary documentation and adjust payments accordingly.

### **7.2. Service-Specific Pricing**

- Accommodation: Prices are quoted per person, per night or per unit per night.
  - Transfers/Tours: Prices are quoted per person, per service.
  - Car Hire: Prices are quoted per vehicle, per day.
  - Event Tickets: Prices are quoted per show or per event.
- ### **7.3. Price Variations**
- Exchange rate fluctuations exceeding 3% may lead to price changes.
  - Increases in indirect tax rates or changes in the type of indirect tax will be passed on as price adjustments.
  - Special conditions at accommodation facilities (such as peak periods or special events) may affect pricing.

## **8. Terms for the Provision of Services**

### **8.1. Accommodation Services**

- Special conditions regarding children have been individually agreed with each service provider; discounts or special conditions will generally apply when children share a room with two adults.

- **BABY COTS:** Due to limited availability, requests for baby cots must be specified after booking and may require direct payment by the CUSTOMER.
- **Third Party:** Bookings for an additional person in a double room may be treated as an extra bed booking; confirm with the accommodation whether an extra bed is available and if additional charges or discounts apply.
- **Non-Attendance:** Failure by the CUSTOMER to attend the booked service without prior notification or explicit consent from PPG will be treated as a no-show. PPG will communicate any cancellation costs to the AGENCY.

#### **8.2. Changes to Bookings**

- The AGENCY may not alter the duration or composition of a booking without explicit approval from PPG.
- Unauthorized changes will be deemed as cancellations, and the applicable non-refundable conditions shall apply.
- Requests for extending the booking period will be subject to availability and will result in a proportional adjustment of the net price.

#### **8.3. Cancellations**

- In the event of a cancellation of Tourist Services booked via PPG, the AGENCY is entitled to a refund of the amount paid, less any cancellation costs.
- Generally, cancellations made at least 48 hours before the CUSTOMER's arrival incur no fee; however, this period may vary by case.
- The reservation confirmation will detail the final deadline and any applicable cancellation fees.
- Bookings made under non-refundable contracts may incur a cancellation fee of up to 100% of the confirmed price.

### **9. General Provisions**

9.1. It is the CUSTOMER's responsibility to ensure that all necessary documents (visas, identification, passports, etc.) required at the destination are in order.

9.2. The AGENCY shall provide the CUSTOMER with information on any special documentation requirements, travel insurance for events such as accidents, illnesses, or death, and any potential risks associated with the destination or journey.

9.3. PPG shall not be liable for any expenses incurred by the CUSTOMER due to missing documents or non-compliance with such requirements.

9.4. The AGENCY shall indemnify PPG against any claims related to loss or damage to personal belongings or other liabilities incurred at the service location.

### **10. Use of Personal Data of the AGENCY's CUSTOMERS**

10.1. The personal data disclosed to PPG during the booking process shall be obtained, used, and transmitted in full compliance with the PDPR and other applicable laws.

10.2. PPG undertakes to implement all necessary technical and organisational measures to safeguard personal data.

10.3. The data will be used solely to facilitate the specific service bookings and any related administrative processes.

10.4. The AGENCY is responsible for ensuring that all personal data provided is accurate and kept current.

### **11. Claims and Liabilities – Disclaimer**

11.1. PPG publishes the information on its website in good faith; however, it does not warrant that the information is entirely free from errors or inconsistencies.

11.2. PPG accepts no liability for any errors, typographical mistakes, or

discrepancies in pricing or currency conversions.

11.3. In the event of an error, PPG or the supplier reserves the right to cancel the reservation and refund the AGENCY without further liability. 11.4. The AGENCY and the CUSTOMER shall indemnify and hold PPG harmless against any legal claims or losses arising from breaches of these Terms and Conditions.

## **12. Assignment of Rights**

12.1. PPG reserves the right to assign its rights or obligations under these Terms and Conditions to any subsidiary, partner, or parent company, or any affiliated entity.

12.2. The AGENCY may not assign any rights or obligations arising under these Terms without prior written consent from PPG.

## **13. Force Majeure**

13.1. Neither party shall be deemed in breach of this Agreement if performance is delayed or prevented by events beyond its control (Force Majeure Events), including but not limited to natural disasters, government regulations, transportation shortages, strikes, acts of terrorism, civil unrest, national emergencies, or acts of war.

13.2. In such events, the affected party shall notify the other in writing as soon as possible, detailing the nature of the Force Majeure Event and its impact on performance.

13.3. Early termination due to a Force Majeure Event shall result in the refund of any deposits made, less any non-recoverable costs incurred by PPG.

## **14. Governing Law and Jurisdiction**

14.1. These Terms and Conditions shall be governed by the laws of the Republic of Turkey.

14.2. Both parties agree to submit to the exclusive jurisdiction of the courts in Istanbul, Turkey in the event of any disputes.

## **15. Supplier Terms and Conditions**

15.1. The Supplier Terms and Conditions, available at the following URLs, form an integral part of this Agreement:

- EN: <https://developer.expediapartnersolutions.com/terms/en>
- TR: <https://developer.ean.com/terms/tr>

15.2. PPG and the AGENCY shall adhere to these Supplier Terms as applicable.