Distance Service Sales Agreement

DISTANCE SERVICE SALES AGREEMENT

(Advance/Platform Fee — Payment by Credit Card or Bank Transfer)

Effective Date: 01.11.2025

Article 1 - Parties and Definitions

1.1. Provider/Platform: NEWTURK TURİZM TİCARET LTD. ŞTİ. ("Platform")

Address: Cevizli Mah. Tugay Yolu Cad. No:20, Ofisim İstanbul Plazaları, Block A, Floor 9/41, Maltepe / Istanbul / Türkiye

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Website: www.temizlikiste.com • MERSIS No: 0631129991200001 • Data Center: Istanbul / Türkiye

- **1.2. Consumer (Customer):** The natural person who creates an order via the Platform and pays the **Advance/Platform Fee**.
- 1.3. Service Provider: The independent person/team/company that actually performs the cleaning service.
- 1.4. Package: Predefined service content by duration, team size, scope, and material mode.
- **1.5. Advance / Platform Fee:** The consideration collected by the Platform for marketplace/intermediation and digital infrastructure services.
- **1.6. Remaining Service Fee:** The portion of the price, outside the Advance, that will be collected on the service day within the package.

Article 2 - Subject and Scope

- **2.1.** This agreement governs the collection of the **Advance/Platform Fee** regarding the Consumer's order under distance service sales and sets out the parties' rights/obligations.
- 2.2. The Platform is a marketplace and technology provider, not an employer; it is not a party to the cleaning service contract. Matters regarding the Remaining Service Fee and performance of the service are, as a rule, between Consumer ↔ Service Provider (without prejudice to cases where the Platform issues single-channel instructions or acts as a collection agent).

Article 3 - Pre-Information and Formation of the Agreement

- **3.1.** The Consumer declares that they have read and approved the **Pre-Information Form** presented before the payment step in electronic form.
- **3.2.** By clicking "Complete Payment", the Consumer forms this agreement electronically.

Article 4 - Nature and Performance of the Platform Service

4.1. The platform service covers intermediation/infrastructure processes such as package selection screens, creating a request with address-date-time, assigning a suitable Service Provider/team, order tracking, necessary notifications, and making the parties' phone numbers mutually visible after the order.

- 4.2. Upon approval of the Advance, performance of the Platform service commences immediately.
- **4.3.** For security/compliance or operational reasons, the Platform may **instruct that the Remaining Service Fee be paid via certain channels/accounts** or may act as a **collection agent** (explicitly indicated in order records).

Article 5 - Price, Payment, and Invoicing

- **5.1.** The **Advance/Platform Fee** is collected by credit card or bank transfer/EFT; amounts are shown **inclusive of VAT**.
- **5.2. E-invoice/e-archive** for the Advance is issued by the Platform. Documents/invoices for the **Remaining Service Fee** are issued by the **Service Provider**.
- **5.3.** Refunds are, where possible, made to the **same payment instrument**; reflection times of banks/payment institutions are beyond the Platform's control.

Article 6 - Right of Withdrawal (14 Days) and Exception

- **6.1.** As a rule, the Consumer has a **14-day** right of withdrawal.
- **6.2.** However, in service contracts, if **performance starts immediately with the Consumer's explicit consent,** the right of withdrawal cannot be exercised (**Distance Contracts Regulation Art. 15/1-**q).
- **6.3.** By approving the **Pre-Information Form** and this agreement and clicking **"Complete Payment,"** the Consumer grants **explicit consent to immediate performance** of the Platform service and **accepts that the 14-day right of withdrawal may not be exercised.**
- **6.4.** Due to this exception, **no proportional deduction applies; the statutory right of withdrawal does not arise/cannot be used.**

Article 7 - Cancellation, Refund, and Date Change (Policy Alignment)

- **7.1.** Regardless of statutory rules, the Platform applies the framework below pursuant to the "Order Cancellation Refund Date/Time Change Agreement":
 - 1. **72 hours or more before:** Free cancellation or free date/time change.
 - 2. **Between 72 and 24 hours:** Only the **Advance** is retained upon cancellation; the balance is refunded. Changes are **subject to availability;** if not possible, cancellation rules apply.
 - 3. Less than 24 hours: Cannot be cancelled; no refund. The Remaining Service Fee shall be paid to the single channel/account notified by the Platform.
 - 4. No-show/unable to start due to the Service Provider: Except for force majeure, time-window rules apply without exception; no free change or Advance refund.
 - 5. Force majeure: Only events within an officially announced "red-level" disaster/state of emergency (AFAD/Governorate/Municipality or equivalent authority). In such cases, priority is free rescheduling; if not possible, the Advance may be refunded.
 - 7.2. Requests outside early/free conditions are evaluated in line with the closed list and evidence standards in the said agreement.
 - 7. **7.3.** The Platform does not hold escrow and provides no payment guarantee for Remaining Service Fees not collected by the Platform. If the Platform acts as a collection agent, collected amounts are transferred to the Service Provider per contractual terms.

Article 8 - Complaints and Disputes

- 8.1. Application channels: info@temizlikiste.com / +90 216 330 38 48.
- **8.2.** For consumer transactions, provisions regarding **Consumer Arbitration Committees/Consumer Courts** and **mandatory mediation** remain reserved; the competent venue is **Istanbul (Central/Anatolian)** relevant judicial authorities.
- 8.3. Governing law: Law of the Republic of Türkiye.

Article 9 - Personal Data and Cookies

- **9.1.** Personal data are processed in accordance with the **PDP** (**KVKK**) **Notice**; phone numbers are visible only for coordination of the relevant order; **unsolicited commercial communication is prohibited.**
- **9.2.** Use of cookies/SDKs is subject to the **Cookie Policy; explicit consent** is obtained for non-essential categories, and **preferences are manageable at any time.**

Article 10 - Final Provisions

- 10.1. This agreement is applied together with the Site Terms and Membership Agreement, Service Provider Agreement, and the Order Cancellation Refund Date/Time Change Agreement, and forms an integral part of these texts.
- **10.2.** In the event of conflict, this agreement prevails on matters related to the **Advance/Platform Fee**; for other matters, the relevant **special text** governs.
- **10.3.** The Platform may update the text for **security/compliance/operational** reasons; **it becomes effective upon publication.**