

# 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")

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Website: [www.temizlikiste.com](http://www.temizlikiste.com) • **MERSİS No:** 0631129991200001 • **Data Center:** İstanbul / 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-ğ**).

**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**.
6. **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.**