

Site Terms of Use & Membership Agreement

TEMIZLIKISTE.COM TERMS OF USE & MEMBERSHIP AGREEMENT (PACKAGE / PREPAYMENT MODEL)

Effective date: 01.11.2025

ARTICLE 1 - Parties and Acceptance

1.1. This agreement ("Agreement") is concluded between NEWTURK TURİZM TİCARET LTD. ŞTİ., the operator of the website www.temizlikiste.com and its iOS/Android apps (together, the "Platform"), and the natural or legal person using the Platform ("User"), by the User's electronic acceptance.

1.2. Access to / membership of the Platform means that all provisions of this Agreement have been read, understood, and unconditionally accepted. Each is a "Party"; jointly, the "Parties".

ARTICLE 2 - Definitions

User: A natural/legal person holding an account on the Platform.

Customer (Service Recipient): A User who selects a package and requests cleaning services via the Platform.

Service Provider (Independent Provider): A verified person/team/company that actually performs the cleaning services.

Package: A predefined service content with duration, team size, scope, and "with/without materials" status.

Prepayment / Platform Fee: The mediation/infrastructure fee paid to the Platform upon order creation.

Remaining Service Fee: The part of the package price to be collected on the service day.

Content: Any data posted by Users (texts, images, ratings, reviews, profile data, etc.).

ARTICLE 3 - Purpose, Scope and Model

3.1. Temizlikiste.com is an intermediary service provider (marketplace) under e-commerce rules, supplying technology/infrastructure. The Platform is not an employer.

3.2. The Platform is neither the provider nor seller of the service; the service / distance sales relationship forms exclusively between Customer ↔ Service Provider.

3.3. The Platform hosts content without prior review; if illegality is suspected, content may be removed or restricted.

ARTICLE 4 - Membership, Account Security, Verification

4.1. Minimum age 18 for natural persons; for legal entities, an authorized representative acts.

4.2. Users declare that identity/contact details are accurate and current and are responsible for username/password security.

4.3. To ensure trust/integrity, the Platform may require identity/contact verification and further documents and may restrict/suspend accounts until provided.

ARTICLE 5 - Flow (Package Selection → Assignment → Prepayment → Service Day)

- 5.1. The Customer selects a suitable package and creates a request with address–date–time.
- 5.2. A suitable verified Service Provider/team is assigned by the Platform and notified.
- 5.3. The order becomes firm once the Prepayment is received; Prepayment is solely the Platform fee and not the collection of the Remaining Service Fee.
- 5.4. As a rule, the Remaining Service Fee is paid directly to the Service Provider on the service day (cash/bank transfer). The Platform does not hold escrow and—unless a specific instruction is issued—does not guarantee direct payments.
- 5.5. Phone numbers are displayed after order creation; operational coordination is conducted directly between the Parties. No in-platform messaging is provided.

ARTICLE 6 - Pricing, Invoicing, Taxes

- 6.1. The Platform Fee may vary by category, season, promotions, and operational conditions and is announced on the Platform.
- 6.2. Invoicing: The Platform issues an e-invoice/e-archive for Prepayment. Documents for the Remaining Service Fee are issued by the Service Provider.
- 6.3. Tax obligations (income/VAT/withholding, etc.) rest with the responsible Party depending on activity and status. The Platform provides no legal/tax advice, filing, or payment.

ARTICLE 7 - Authorizations, Qualifications, Insurance (No Employment Relationship)

- 7.1. The Platform is not an employer, employer's representative, staffing agency, subcontractor, or commission agent; it only provides matchmaking/planning technology.
- 7.2. Any required permits/licenses/certificates/qualifications are the responsibility of the relevant Party.
- 7.3. For household services, social security/occupational safety obligations rest with the Parties. The Platform does not provide/guarantee insurance.
- 7.4. Risks (work accident/occupational disease/damage, etc.) primarily concern Customer ↔ Service Provider.

ARTICLE 8 - Usage Rules and Prohibitions

- 8.1. Activities to bypass Prepayment/Platform processes are prohibited.
- 8.2. Phone numbers may only be used to coordinate the specific order; sharing with third parties and unsolicited marketing are prohibited.
- 8.3. Prohibited: misleading/incomplete content, abusive pricing, spam, scraping, malware, unlawful data collection, insult/hate speech.
- 8.4. Upon violations, content may be removed, visibility limited, accounts suspended/terminated, and legal action taken.

ARTICLE 9 - Ratings, Reviews, Ranking

- 9.1. Reviews must reflect real experience and comply with law and good faith.

9.2. Manipulation/incentivized reviews are prohibited; content may be removed upon suspicion. The Platform is not responsible for review content.

ARTICLE 10 - Intellectual Property

10.1. The Platform's trademarks, software, designs, and all IP belong to the Platform or licensors; any unauthorized use is prohibited.

10.2. Users warrant they own rights to uploaded content and grant the Platform a simple license for publication.

ARTICLE 11 - Liability Limitations and Disclaimers

11.1. The Platform is not liable for quality, timely/conforming performance, safety, loss/damage, theft, damage from cleaning agents, health/emergencies, non-payment of the Remaining Service Fee, or other disputes between the Parties.

11.2. The Platform is not party to labor/employment claims.

11.3. Despite reasonable technical/organizational measures, the Platform is not liable for outages, data loss, cyberattacks, or indirect damages.

ARTICLE 12 - Prepayment, Cancellation-Refund-Date Change (Reference)

12.1. Refunds and deadlines relating to Prepayment are governed by the "Cancellation-Refund-Date Change Agreement" and are binding.

12.2. For the Remaining Service Fee, the rule of direct payment on service day applies as well as—where applicable—the "single account/channel instruction" and "collection agency (step-in)" rules set in that agreement.

ARTICLE 13 - Personal Data and Cookies

13.1. Personal data are processed per the KVKK Information Notice; the Cookie Policy applies. Explicit consent is collected for non-essential categories.

ARTICLE 14 - Modification, Suspension, Termination

14.1. The Platform may suspend/terminate accounts for security/compliance/operational reasons.

14.2. This Agreement may be unilaterally updated; changes are published on the Platform and take effect upon publication.

14.3. Users may close their account at any time; statutory retention duties remain unaffected.

ARTICLE 15 - Force Majeure

15.1. Unforeseeable events (natural disasters, pandemic, war, broad infrastructure failures, legislative changes, strike/lockout, etc.) constitute force majeure; obligations are suspended during their continuance.

ARTICLE 16 - Notices and Evidence Agreement

16.1. Contractual notices are principally by e-mail. Operational coordination may use the displayed phone numbers; legal acts (objection, termination, claim, submitting evidence, etc.) must be by e-mail.

— Platform notice address: **info@temizlikiste.com** (if needed KEP: **newturk@hs01.kep.tr**).

— User notice address: the e-mail declared upon registration (changes must be notified within 7 days; otherwise the former address remains valid).

16.2. Provided there is no server error/bounce, e-mails are deemed received on the sending day, at the latest by end of the next business day.

16.3. The Platform's commercial books and server/log records constitute conclusive evidence under procedural law.

ARTICLE 17 - Dispute Resolution and Jurisdiction

17.1. Amicable resolution and communication take priority.

17.2. The law of the Republic of Türkiye applies; outside consumer matters, the courts and enforcement offices of Istanbul (Anatolian side) have jurisdiction. Consumer protection rules remain applicable to consumers.

ARTICLE 18 - Interpretation, Severability, Entire Agreement

18.1. Invalidity of any provision shall not affect the validity of the rest.

18.2. This Agreement and the referenced policies/contracts (KVKK Notice, Cookie Policy, Cancellation-Refund-Date Change Agreement, etc.) apply as a whole.

ARTICLE 19 - Entry into Force, Term, Survival

19.1. First entry into force on **01.11.2025**; later versions enter into force upon publication on the Platform.

19.2. The Agreement is for an indefinite term while use/membership continues.

19.3. Termination does not affect provisions that by nature survive (IP, liability limits, evidence agreement, jurisdiction, personal-data retention duties, etc.).

User Declaration

The User confirms having read and understood this Agreement and all referenced documents; understands the operating model (package/prepayment), responsibility split, and their own obligations; will fulfill legal/tax/permit-certificate/insurance duties; will act with the diligence of a prudent merchant where applicable, otherwise with the care of a reasonable person and in good faith; the Platform provides only intermediation/technology and is not party to the remaining-payment/employment relationship.

Contact

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