

Service Provider Agreement

TEMIZLIKISTE.COM SERVICE PROVIDER AGREEMENT

Effective Date: 01.11.2025

1) Parties, Definitions and Marketplace Model

- 1.1. **Temizlikiste.com:** The operator of the website www.temizlikiste.com and the related iOS/Android applications (together, the “Platform”) is NEWTURK TURİZM TİCARET LTD. ŞTİ.
- 1.2. **Service Provider:** A natural or legal person (including team/company) who is a member of the Platform and actually performs cleaning services.
- 1.3. **Customer (User):** A user who requests a service via the Platform.
- 1.4. **Package:** A pre-defined service bundle specifying duration, team/person count, task scope and material status (with/without supplies).
- 1.5. **Advance / Platform Fee:** The intermediation/infrastructure fee paid to the Platform when the order is created.
- 1.6. **Remaining Service Fee:** The balance payable on the service day for the service performed under the package.
- 1.7. **Assignment:** After a suitable package is created, the appointment of a verified Service Provider by the Platform.

Clarification: The Platform is a marketplace and technology provider, not an employer; it is not a party to the service relationship between Customer and Service Provider.

2) Subject and Scope

- 2.1. This Agreement governs membership and verification, assignment and service performance, communication method, fees/invoicing, fair use, data protection, intellectual property, liability and dispute resolution.
- 2.2. It applies together with the **Website Terms of Use & Membership Agreement**, the **Order Cancellation-Refund-Date Change Policy**, the **Information Notice (KVKK)** and the **Cookie Policy**.

3) Membership, Verification and Account Security

- 3.1. The Service Provider declares accurate and up-to-date identity, contact, tax and (if any) company information, and provides additional documents/verifications upon request.
- 3.2. To protect safety and integrity, the Platform may pause profile approval and temporarily restrict or suspend the account.
- 3.3. The Service Provider is responsible for username/password and account security.

4) Flow (Package Selection → Assignment → Advance Payment → Service Day)

- 4.1. The Customer selects a suitable package and creates a request with address-date-time information.
- 4.2. A suitable Service Provider/team is assigned and notified by the Platform.
- 4.3. The order becomes final once the Advance is paid; the Advance is the Platform service fee.

4.4. The Remaining Service Fee is collected in accordance with Article 9.

5) Communication Method

5.1. After the order is created, the parties' phone numbers become mutually visible; communication is conducted directly by the parties.

5.2. Any promises, rescheduling and side agreements are the parties' responsibility.

5.3. Contact details may be used only for coordination of the relevant order; sharing with third parties and unsolicited marketing are prohibited.

6) Package Scope, Duration and Team

6.1. Packages are **time-boxed**; tasks are performed within the package duration according to the priority stated in the package description. There is no "guarantee" of full completion; work is performed as time allows.

6.2. In team services, team size and task distribution are determined by the package; for safety and efficiency, the Platform may update team composition.

6.3. Out-of-scope work may only be performed with the parties' explicit consent and for an additional fee.

7) Materials, Access and OHS

7.1. In "with supplies" packages, consumables and basic equipment are provided by the Service Provider; in "without supplies" packages, they are provided by the Customer.

7.2. The Customer provides the correct address, access (door/door code), water/electricity, parking/elevator and a safe working environment.

7.3. Manufacturer instructions and occupational health & safety rules must be followed.

8) Postponement, Cancellation and No-Show

8.1. If postponement or cancellation becomes necessary, the other party is informed within a reasonable time.

8.2. No-show without notice is unacceptable; repeated cases may result in visibility restriction/suspension.

8.3. Rules on Advance refunds and date changes are set out in the **Order Cancellation-Refund-Date Change Policy**.

9) Remaining Service Fee — Payment Flow, Collection Agency Step-In and Disputes

9.1. By default, the Customer pays the Remaining Service Fee directly to the Service Provider on the service day (cash or bank transfer). Such direct payments do not violate any "single account/channel" rule.

9.2. **Single account/channel instruction (special case):** For compliance/operational reasons, the Platform may expressly require that the Remaining Service Fee be paid only via the account(s)/channel(s) designated by the Platform (bank account, virtual POS, payment link, etc.). When such instruction is given, payment must be made only through the designated account(s)/channel(s); payments through other channels fall outside the Platform's responsibility.

9.3. **Collection agency step-in:** If the Customer delays or refuses payment or a dispute arises—or where the Platform has issued a special instruction—the Platform may collect the Remaining Service Fee as a collection agent.

The amount collected, after deduction of any commissions/fees, amounts subject to refund/set-off and statutory deductions, will be paid out to the Service Provider in the reconciliation cycle following confirmation of service completion and necessary verifications.

9.4. Evidence and burden of proof: If a direct payment was made, the Service Provider must provide payment evidence to the Platform, such as a receipt, signed delivery/completion note or bank slip. If no evidence is submitted, the Platform may deem the payment unmade and proceed under 9.3.

9.5. Refund and set-off: In cases of cancellation, date change, partial refund, chargeback or suspected irregularity, the Platform may review, withhold/defer payments and set off/refund amounts in line with the applicable documents and law.

9.6. Payment guarantee scope: The Platform gives no payment guarantee for Remaining Service Fees it did not itself collect. Amounts collected by the Platform are paid to the Service Provider in accordance with this Article.

9.7. Anti-circumvention and exception: Direct payments under this Article are not considered circumvention unless a single-channel instruction has been issued. If payment is taken via a different channel despite such instruction, the account may be restricted/suspended.

10) Fees, Invoicing and Taxes

10.1. The invoice/receipt for the Advance/Platform Fee is issued by the Platform.

10.2. The Service Provider must issue the invoice/receipt for the Remaining Service Fee and is responsible for all tax obligations arising therefrom.

11) Fair Use, Platform Protection and Code of Conduct

11.1. Fake accounts, spam/automated applications, misleading content, review/rating manipulation and attempts to bypass the Platform are prohibited.

11.2. The Platform may take measures such as content removal, visibility restriction and temporary/permanent suspension.

11.3. The name, marks and visuals of Temizlikiste.com may not be used without permission; no impression of being a Platform employee/representative may be created; misleading promotion is prohibited.

12) Limitation of Liability

12.1. The Platform is not liable for service quality, timely/conforming performance, loss/damage, theft, damage arising from chemical products, health/emergency issues, or unpaid Remaining Service Fees—these are matters between the parties.

12.2. The Platform is not a party to employment/labour claims.

12.3. For third-party claims addressed to the Platform, the Service Provider agrees to indemnify the Platform for reasonable losses, costs, administrative fines and attorneys' fees to the extent of the Service Provider's fault.

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

13) Personal Data and Privacy

13.1. Personal data is processed in accordance with KVKK and the Information Notice; cookie use is subject to the Cookie Policy.

13.2. Phone numbers and personal data may be used only for coordination of the relevant order.

14) Intellectual Property

14.1. All rights in the Platform's marks, designs, software and content belong to the Platform or its licensors; no unauthorized copying, reproduction or reverse engineering.

15) Force Majeure

Unforeseeable events beyond the parties' control (natural disasters, epidemics, war, strike, power/infrastructure outages, etc.) constitute force majeure; obligations are suspended during such period.

16) Assignment and Subcontractors

The Service Provider may not assign rights/obligations under this Agreement without the Platform's written consent; the Service Provider is jointly and severally liable for acts of its personnel/subcontractors.

17) Severability and Waiver

The invalidity of any provision does not affect the validity of the remainder; failure to exercise a right is not a waiver.

18) Notices and Service of Process

The email/phone/postal addresses declared on the Platform by the parties constitute addresses for notices; until updated, notices to previously declared addresses are deemed valid.

19) Effective Date, Changes and Termination

19.1. This Agreement becomes effective upon publication on the Platform; the current version is available on the Platform.

19.2. The Platform may update provisions for security/compliance reasons; changes take effect upon publication.

19.3. In case of breach, the account may be restricted/suspended or terminated.

20) Dispute Resolution and Jurisdiction

Turkish law applies; statutory rules on mandatory mediation for commercial disputes are reserved. The competent courts and enforcement offices are Istanbul (Central).

21) Service Provider's Declarations and Undertakings

The Service Provider undertakes, among others, to provide accurate information; perform the service diligently and lawfully; exercise utmost care for property; not perform service under the influence of alcohol/drugs; not make arbitrary price changes outside the agreed scope; keep contact details confidential; issue invoice/receipt and fulfil tax liabilities for the Remaining Service Fee; be jointly and severally liable for its personnel; not circumvent Platform processes/fee flows; protect the reputation/marks of Temizlikiste.com and not use them without authorization.

22) Electronic Consent

Clicking “Sign Up”, “Confirm Reservation”, “Accept” and continued use of the Platform constitute electronic acceptance of this Agreement and the documents referenced herein.

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