

Swissotel The Bosphorus, Istanbul
THE BOSPHORUS CLUB CARD MEMBERSHIP AGREEMENT

1. PARTIES

This agreement is made electronically by and between The Bosphorus Club Card Member (hereinafter referred to as the "MEMBER" or "BUYER") on one side and Anadolu Japan Turizm A.Ş. – Swissotel The Bosphorus with its registered office in Vişnezade Mah. Acısu Sok. No:19 Beşiktaş/Istanbul (hereinafter referred to as the "SELLER" or "SWISSOTEL") on the other side based on the following terms and conditions.

2. SUBJECT

This agreement sets forth the rights and obligations of the parties regarding membership to and use of "The Bosphorus Club" card which is designed to offer a number of privileges to the member guests of SWISSOTEL. The use of membership cards shall be construed as an agreement to the terms and conditions specifically provided herein.

By undersigning this agreement, the BUYER agrees and acknowledges that s/he shall be obliged to pay the value of the purchasing order and other additional sums, if applicable, upon confirming the contractual purchasing order and s/he has been duly informed of this obligation.

This Agreement sets forth the rights and obligations of the parties for the sales and delivery of the product ordered by the BUYER through the SELLER's website based on the attributes and sales price provided below under the Consumer Protection Law no. 6502 and Regulation on Distance Agreements.

The prices listed and announced on the website are the sales prices. The prices and promises announced on the website shall be effective until they are updated and amended. The prices announced for a limited period of time shall be effective till the end of the relevant period.

3. CONTRACTUAL SERVICE DETAILS, RIGHTS and OBLIGATIONS

The Bosphorus Club Membership comes in 4 (four) options which are The Bosphorus Club Limited Edition, The Bosphorus Club Platinum, The Bosphorus Club Gold and The Bosphorus Club Bosphorus. The privileges vary according to the type of the membership card to be selected by the members. The MEMBER agrees, represents and warrants that s/he has reviewed the services provided for the membership card selected hereunder and is duly informed of the privileges related to the membership. In that respect, the general provisions about membership are provided below.

A. Membership Options, Discounts and Privileges

LIMITED EDITION

- 1 complimentary night for 2 people in our Signature Loft rooms with a Bosphorus View (including Executive Lounge access)
- 1 complimentary Dinner for 2 people at Madhu's, Chalet, Gabbro, or 16 Roof (Set Menu)
- 2 complimentary Brunches for 2 people at Sabrosa
- 1 complimentary Breakfast for 2 people at Sabrosa
- 2 complimentary Cocktails for 2 people at 16 Roof or Madhu's

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- 2 complimentary 60-minute Swiss Alpine massages
- 2 complimentary Pürovel Spa access passes for 2 people
- 1-month Gym membership
- 2 certificates for 50% discounted Accommodation
- 2 certificates for 50% discounted Spa treatments
- 2 upgrade certificates (room upgrade to the next category)
- 1 Bosphorus Tart for 8 people from Swiss Gourmet
- 1 Istanbul one-way VIP Vito transfer service (45 km)
- Complimentary entry to all hotel-hosted festivals throughout

PLATINUM

- A complimentary 1 night stay for 2 people at Executive Bosphorus view room (Including Executive Lounge access)
- 2 complimentary Brunches for 2 people at Sabrosa
- 1 complimentary Dinner for 2 people at Madhu's
- 1 complimentary Breakfast for 2 people at Sabrosa
- 1 complimentary Cocktail for 2 people at 16 Roof or Madhu's
- 2 complimentary 30-minute Swiss Alpine massages
- 2 complimentary Pürovel Spa access passes for 2 people
- 1 certificate for 50% discounted accommodation (1 night)
- 2 certificates for 50% discounted spa treatments
- 2 upgrade certificates (room upgrade to the next category)
- 1 cake for 12 people from Swiss Gourmet
- 2 complimentary entries to hotel-hosted festivals

GOLD

- 1 complimentary night for 2 people in our Swiss Advantage room with a Bosphorus View
- 1 complimentary Brunch for 2 people at Sabrosa
- 1 complimentary Dinner for 2 people at Madhu's
- 1 complimentary Breakfast for 2 people at Sabrosa
- 1 complimentary 30-minute Swiss Alpine massage
- 1 complimentary Pürovel Spa access pass for 2 people
- 1 certificate for 50% discounted Accommodation(1 night)
- 1 certificate for 50% discounted Spa treatments
- 2 upgrade certificates (room upgrade to the next category)
- 1 cake for 12 people from Swiss Gourmet

BOSPHORUS

- 1 complimentary night for 2 people in our Swiss Advantage room with a Bosphorus view
- 1 complimentary breakfast for 2 people at Sabrosa
- 1 complimentary Purovel Spa access pass for 2 people
- 1 certificate for 50% discounted Accommodation(1 night)
- 1 certificate for 50% discounted Spa treatments
- 2 upgrade Certificates (room upgrade to the next category)
- 1 cake for 12 people from Swiss Gourmet

a) Discount Rights for all of Limited Edition, Platinum, Gold and Bosphorus Membership

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options;

All Year Round;

1. 30% discount for breakfast, lunch and dinner reservations at Sabrosa restaurant
2. 20% discount on reservations at the Madhu's, Oasis, Chalet, Gabbro, 16 ROOF, Swiss Gourmet, and Lobby Lounge
3. 25% discount on Brunch reservations at Sabrosa
4. 20% Spa discount throughout the year
5. Restaurant discounts are valid for up to 10 people.
6. 10% discount on alcoholic beverages.

B. Membership Card Processes

- a)** All of the Discount and Gift Privileges provided above shall be uploaded to TBC Member Cards.
- b)** Each MEMBER shall be issued 1 (one) set of The Bosphorus Club Card including the terms and conditions of use to be applicable solely at Swissôtel The Bosphorus, Istanbul throughout the term of membership.
- c)** The MEMBER shall be required and obliged to make pre-reservation prior to benefiting from the gift privileges arising from the membership card. In that respect, SWISSOTEL shall inform the MEMBER of the terms of use of the relevant rights during the pre-reservation.
- d)** Reservations shall be admitted based on availability.
- e)** The Membership Card and gift privileges shall not be applicable for reservations made through travel agencies or group reservations above the number of persons provided above.
- f)** The Membership Card and gift privileges may not be used alongside or combined with other promotions, discounts, loyalty programmes, coupons or other room privilege certification organized by the hotel. The Member may benefit from only one complimentary right or discount to the extent possible.
- g)** Gift certificates and privileges shall not carry cash value and they shall be used solely for the services and promotions to be provided based on the terms and conditions of this agreement.
- h)** The Membership Gift privileges shall be valid for 7 (seven) days a week throughout the agreement term except for the non-effective days indicated in the Membership Agreement (Clause D). The validity period of gift privileges shall not be extended if they are not used in due time.
- i)** The MEMBER should refer to the discount and gift privileges arising from the membership card during the pre-reservation. The membership number and other necessary details should be disclosed to the hotel staff for keeping track of the use of membership rights. If the membership card is presented during check-out after receiving the service, SWISSOTEL shall not allow the member to benefit from the complimentary service or discount right. In other words, the MEMBER may not benefit from the relevant privilege arising from the membership card after using the service.
- j)** A single gift privilege shall be provided for every visit. In other words, the MEMBER may not benefit from both complimentary accommodation privilege and upgrading privilege or both complimentary meal privilege and a discount privilege in another restaurant at the same time or during the same visit.
- k)** The MEMBER agrees, represents and warrants that the membership card shall remain under the possession of SWISSOTEL in that s/he shall return the card in case of failure to observe the contractual terms and conditions.
- l)** The Membership Card shall be valid for 1 (one) year as from the delivery of the card to the MEMBER and shall not carry cash value.
- m)** Solely one membership card shall be accepted for every table. Two MEMBERS may not make use of their rights and privileges at the same table.

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- n) All rights and privileges provided hereunder may be used upon the delivery of the membership card to the MEMBER. In order to ensure authentication of identity, the Member shall be required to present an identity document with photograph (i.e. ID card, driving license, passport or marriage certificate) to SWISSOTEL or its contracted courier while receiving the Membership Card.
- o) The MEMBER may not benefit from any right and privilege by presenting only an ID card, passport or similar document or making reference to his/her recognizability or claiming that s/he is registered in the IT systems of the HOTEL without producing the membership card. In other words, in order to benefit from all kinds of privileges, the Member should produce the membership card to the hotel staff during check-out after receiving services following the pre-reservation. Otherwise, the Member shall be required to pay the price of the service.

C. Conditions for Membership Privileges

The use of all privileges granted through the Membership Card shall depend on availability of the hotel and remain effective for seven days a week excluding force majeure conditions and reasons. The Membership Card shall be valid until the date of expiry provided on the card with the exception of the "Non-Effective Days" specified in Clause D. Non-effective days shall not constitute cause for the extension of the membership period and the membership shall be concluded on the date of expiry indicated on the card. Those rights may not be used alongside any other promotion, offer and/or offers, customer loyalty programmes, coupons or vouchers.

D. Non-Effective Days

This Membership Card and the complimentary benefits and discount privileges provided hereunder shall not be valid on St. Valentine's Day, New Year's Eve, New Year's Day, New Year's Night, Christmas Eve and Day, Religious and National Holidays, Easter, Mother's Day and Father's Day.

E. Assignment

No membership right and discount may be assigned to a third party for any reason and under any condition. The use of membership card is a privilege granted to the MEMBER and accompanying guests and shall depend on presentation of the membership card.

F. Other Miscellaneous Rules and Obligations

- a) Even though this agreement applies to solely the facilities available in SWISSOTEL as a rule, SWISSOTEL may execute agreements to extend the scope of the agreement to additional facilities other than its own facilities or modify the privileges provided hereunder. In that case, the MEMBER shall be informed through the communicational channels provided in this agreement in advance. SWISSOTEL may, at its sole option, decide whether or not to continue providing privileges outside the facilities. On the other hand, SWISSOTEL does not provide any guarantee about the content, quality, timing or negative aspects of the privileges granted outside the facilities. If the relevant modifications arise from any condition outside the reasonable control of SWISSOTEL such as force majeure conditions, SWISSOTEL shall not be held liable for the modifications. Also, the Members may contact SWISSOTEL or Swissotel The Bosphorus Club Customer Services at any time in order to confirm the participating restaurants and privileges.

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- b) The Member shall be obliged to comply with the rules indicated in this agreement and the relevant spaces as well as the warnings made by the staff while using the facilities available in SWISSOTEL. The Member shall remain liable for all kinds of accidents and risks arising outside the responsibility and fault of the hotel and the HOTEL shall not be responsible for injuries which may occur due to the negligence or fault of the Member while using SWISSOTEL facilities.
- c) The use of privileges provided herein shall depend on availability of SWISSOTEL.
- d) The TBC Membership Card shall be delivered to the BUYER or to any person and/or entity available at the address designated by the BUYER within maximum 30 (thirty) days. If SWISSOTEL fails to deliver the card to the BUYER within the specified period, the BUYER shall be entitled to terminate the agreement and get refund for the payment.

Members who intend to pick the membership card from the hotel instead of giving a delivery address shall be obliged to pick the card from the hotel within maximum 30 (thirty) days. Membership shall be activated at the end of 30 (thirty) days even if the card is not received. Members who fail to take delivery of their cards shall not be entitled to demand cancellation and reimbursement in any event.

- e) The Member shall be required to present the TBC membership card in order to make use of the contractual privileges. In order to ensure authentication of identity, the Member shall be required to present an identity document with photograph (i.e. ID card, driving license, passport or marriage certificate) to SWISSOTEL employees along with the Membership Card.
- f) The MEMBER shall be obliged to keep The Bosphorus Club Membership Card in good condition and use it in line with the intended purpose. In case of use of The Bosphorus Club Membership Card in violation of the terms of use provided in the application form or intended use of the card and other similar conditions, SWISSOTEL may demand return of the card, seize the card or cancel the card and suspend any further use. Also, if it is discovered that the card is used for acquiring unfair profits, SWISSOTEL may, at its option, take legal action against individuals using and/or permitting others to use the card.
- g) In the event that SWISSOTEL determines that the holder of the Membership Card violates the contractual provisions entirely or partially in any manner, SWISSOTEL shall be entitled to terminate the membership and make claims from the member for all kinds of losses and damages arising from such violation. Furthermore, the MEMBER shall not be entitled to get refund of the membership fee in whole or in part for the unused portion of the rights as a result of the relevant violation.
- h) SWISSOTEL may, at its option, add, modify, cancel or otherwise amend The Bosphorus Club programme, the relevant rules and provisions, terms and conditions, procedures and promotions or annul the programme in its entirety at any time without receiving prior consent or approval from TBC card members.

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In case of annulment/cancellation of The Bosphorus Club programme in its entirety, the amount paid for the months which are subject to cancellation shall be calculated and refunded to the MEMBER in pro rata basis according to the remaining period of membership (regardless of the use of the rights and privileges included in the card). The MEMBER may not make claims from SWISSOTEL due to any cancellation or amendment to be made by SWISSOTEL for any reason.

- i) The MEMBER agrees, represents and warrants that unauthorized use and unauthorized adaptations of the name and logo of SWISSOTEL and The Bosphorus Club Membership Card are prohibited.

4. LIMITATION OF LIABILITY

Regarding the use of the membership rights, the liability of the hotel owner, operator, financial provider or their affiliates or subsidiaries or their officers, agents, managers or employees or the owner or marketing agent of the membership programme for direct, special, or consequential losses and/or damages and arising from any action or omission of SWISSOTEL or its agents or employees in relation to procurement of privileges to the member or others shall be limited to the amount paid for the card membership by the MEMBER.

5. THEFT, LOSS OR DESTRUCTION OF THE CARD

In case of theft, loss or destruction of the card which makes it unusable, the MEMBER shall promptly inform The Bosphorus Club Customer Services so that the Membership Card shall be cancelled. The MEMBER who is the card holder shall be liable for all losses that might be incurred until the relevant condition is reported. Upon receiving the notice, SWISSOTEL shall replace the Membership Card within maximum 15 (fifteen) days or issue a new Membership Card to the MEMBER in consideration for the current value of the card on the replacement date (which will be minimum TRY 30.00 in 2021 based on the understanding that it will be increased based on the mean of CPI/PPI ratios at a minimum every year).

6. MEMBERSHIP FEE AND PAYMENT TERM

SWISSOTEL offers 4 (four) membership options to TBC MEMBERS, which are The Bosphorus Club **Limited Edition**, The Bosphorus Club **Platinum**, The Bosphorus Club **Gold** and The Bosphorus Club **Bosphorus**. VAT included annual membership fees applicable to each membership option shall be as follows in 2024:

- The Bosphorus Club Limited Edition Card fee.....TRY 79.000
- The Bosphorus Club Platinum Card fee.....TRY 49.000
- The Bosphorus Club Gold Card feeTRY 36.000
- The Bosphorus Club Bosphorus Card feeTRY 21.500

For corporate memberships, the membership fee shall be calculated by multiplying the fee per person with the number of beneficiaries of the membership.

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Where the membership fee is paid in instalments, each instalment date shall constitute due date. In that respect, if any instalment is not paid when due, the remaining instalments shall become immediately due and payable. In such cases, SWISSOTEL shall be entitled to not only collect the entire membership fee but also terminate the agreement on cause.

Likewise, SWISSOTEL may refrain from fulfilling its contractual obligations as long as the instalments remain unsettled. SWISSOTEL may exercise those rights severally or exercise each of those rights individually. The exercise of any of those rights by SWISSOTEL shall not be construed as a waiver from the other rights.

7. CONCLUSION OF MEMBERSHIP

- a) SWISSOTEL reserves the right to renew, extend or terminate its contractual relationship with the MEMBER at any time. In case of termination of the membership at the option of SWISSOTEL, the amount paid for the months which are subject to cancellation shall be calculated and refunded to the MEMBER in pro rata basis according to the remaining period of membership (regardless of the use of the rights and privileges included in the card). Nevertheless, the membership shall be automatically concluded and no refund shall be made if:
- i. the MEMBER acts in breach of the terms and conditions of this agreement,
 - ii. the MEMBER abuses the privileges granted hereunder,
 - iii. the MEMBER gives incorrect and misleading information to make use of its rights,
 - iv. The Bosphorus Club Card membership programme is annulled for any reason,
 - v. the MEMBER provokes, disturbs or attacks the employees, guests or other members of SWISSOTEL, acts in breach of the mandatory instructions of the responsible staff or inflicts damage on SWISSOTEL intentionally,
 - vi. Any condition arises which is subject to sole discretion and option of SWISSOTEL due to actions of governmental authorities or force majeure conditions.
- b) If SWISSOTEL concludes the membership due to the aforementioned reasons, it shall not incur any liability to the MEMBER. The Member consents to such cancellation in advance.
- c) The MEMBER agrees, represents and warrants that s/he shall not make any demand from SWISSOTEL for any claim, receivable or indemnification due to changes in The Bosphorus Club Membership Card programme, modifications in the system features and other reasons.

8. EFFECTIVENESS, TERM AND TERMINATION OF THE AGREEMENT

- a) This agreement shall enter into force on the date of execution and remain effective for 1 (one) year as from the delivery of the membership card to the Member, which is equal to the validity period of the cards.
- Members who intend to pick the membership card from the hotel instead of giving a delivery address shall be obliged to pick the card from the hotel within maximum 30 (thirty) days. Membership shall be activated at the end of 30 (thirty) days even if the card is not received.

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Members who fail to take delivery of their cards shall not be entitled to demand cancellation and reimbursement in any event.

- b) Without prejudice to the provisions which entitle the parties to terminate this agreement with immediate effect on cause, if either party acts in breach of any of the provisions of this agreement (provided that SWISSOTEL shall reserve the right to conclude the membership in any event), the other party shall serve a written notice to the party in breach to demand correction of the breach. If the breach is not corrected within 15 (fifteen) days, the other party shall be entitled to terminate this agreement with immediate effect.

9. RIGHT OF WITHDRAWAL FROM TBC LOYALTY MEMBERSHIP CARD AND CANCELLATION

- a) The member shall be entitled to withdraw from the agreement without cause within 14 (fourteen) days as from the execution of the TBC Loyalty membership card agreement. In that case, the value of the rights/certificates used by the member shall be subtracted from the payment and the Credit card commission charged by the bank, if any, and the stamp duty paid by the hotel to the tax office for the agreement shall be subtracted after which the remaining sum shall be reimbursed to the credit card or bank account, whichever is applicable.

In case the relevant right is exercised,

- i. If the product invoice issued by the Seller is addressed to a corporate buyer, the product must be returned along with the return invoice issued by the corporation. Where corporations are involved, purchasing order returns shall not be completed unless a RETURN INVOICE is issued.
 - ii. The membership card and certificates to be returned must be completely delivered along with the undamaged card and certification box if possible.
 - iii. The Seller shall be obliged to reimburse the total amount to the Member within maximum 10 (ten) days as from receiving the notice of withdrawal.
 - iv. In case of depreciation in product value or any condition making it impossible to return the product due to any fault attributable to the Member, the Member shall be obliged to indemnify the Seller against its losses in pro rata basis according to its fault. Nevertheless, the Member shall not be held liable for changes and deteriorations arising from normal and ordinary use of the commodity or product during the right of withdrawal period.
- b) On the other hand, if, following the conclusion of 14 (fourteen) days after the execution of the membership agreement, the member intends to cancel the membership for any reason other than a force majeure condition (i.e. medical report, relocation in another country or city and similar force majeure conditions) which shall be certified to the HOTEL in writing, the value of the rights/certificates used by the member shall be subtracted from the payment and 25% (twenty five per cent) of the remaining membership fee shall be forfeited after which the remaining sum shall be refunded to the Member. The Member agrees and acknowledges the relevant deductions by undersigning the agreement.

10. DISPUTE SETTLEMENT and JURISDICTION

The parties agree, represent and warrant that all kinds of disputes which may arise from the implementation and interpretation of this agreement shall be governed by Turkish Laws regardless of jurisdiction or even if multiple respondents are involved and any such dispute shall be referred to Istanbul Merkez (Çağlayan) Courts and Bailiff's Offices and this clause shall be construed as a jurisdiction agreement. The matters not provided herein shall be governed by the relevant provisions of the Civil Code, Obligations Code and Turkish Commercial Code.

11. CONFIDENTIALITY and NON-DISCLOSURE OBLIGATION

Each party warrants that it shall not use, allow others to use or disclose to third parties the trade secrets of the other party or its affiliates which might be obtained due to the implementation of this agreement, all kinds of information, documentation and correspondences related to this agreement, and all kinds of information and documentation which are known or discovered about the other party during the activities including but not limited to information about the business, accounts, financial status, professional secrets, operations, agreements, transactions or benefits of the other party and the affiliates or subsidiaries directly or indirectly owned or engaged by the other party in commercial and legal terms including their officers and the guests and customers of the other party, and the names of the employees, guests and customers of the other party. Furthermore, each party agrees, represents and warrants that it shall ensure that its employees, assistants and other people who might be assigned for the activity shall also comply with this non-disclosure obligation which shall survive the termination of the agreement.

12. FORCE MAJEURE and PARTIAL or FULL SUSPENSION OF WORK

Failure of SWISS to fulfil its contractual obligations due to force majeure conditions which are unforeseeable in nature and arise outside its control such as fire, inundation, earthquake, landslide, epidemics and pandemics, war, extensive violence, decisions of administrative authorities, and sabotage shall not be construed as the breach of this agreement. If the relevant condition persists for more than 15 (fifteen) days, the parties shall negotiate and decide on the outcome of the agreement. If the parties are unable to make a joint decision about the agreement, either party may unilaterally terminate the agreement. Where the agreement is terminated due to force majeure conditions, SWISS management shall calculate the amount paid for the months which are subject to cancellation and refund the relevant amount to the MEMBER in pro rata basis. The parties may not make any other claims from each other due to such termination. On the other hand, if the work carried out by SWISS is suspended wholly or partially for any reason, SWISS may, at its option, refrain from providing the contractual privileges wholly or partially. The MEMBER may not make claims from SWISS for the losses incurred as a result of the failure to provide the relevant privileges.

13. USE OF PERSONAL DATA

The MEMBER agrees and acknowledges to the following commitment under this agreement:

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"I agree and acknowledge that my e-mail address and telephone numbers as personal data can be processed by the hotel (Swissotel The Bosphorus, Istanbul) within the scope of The Law No. 6698 on Protection of Personal Data, The Law No. 6563 on The Regulation of Electronic Commerce and The Law No. 5809 on The Electronic Communication for the performance of the services I receive or will receive from Anadolu Japan Turizm A.Ş. –Swissotel The Bosphorus, Istanbul with its registered address in Vişnezade Mah. Acısu Sok. No:19 Beşiktaş/Istanbul, this processing shall not require explicit consent as it is necessary for the performance of the contract (i.e. in order to communicate regarding the performance of contractual obligations and etc.), in addition, following the expiration of the service relationship for which I will pay, my e-mail address and telephone numbers can be processed by the hotel only for the purpose of ensuring continuation of company-client relationship within the scope of hotel's services and giving information about the hotel's services via commercial electronic communication, I shall be entitled to reject the commercial electronic messages sent by the hotel at any time without cause or revoke the authorization granted for that purpose, the hotel shall stop sending commercial electronic messages to me within maximum 3 (three) business days after receiving the rejection or revocation request, upon conclusion of the reasons for processing personal data, the hotel may delete, destroy or pseudonymize the personal data (so that they can no longer be associated with an identified or identifiable real person even if matched with other data), the data controller (Anadolu Japan Turizm A.Ş. –Swissotel The Bosphorus, Istanbul) has duly informed me about the purposes of processing as well as the fact that the personal data, once processed, may be transferred to the companies, subsidiaries and affiliates of Accor group of hotels, the parent company of Swissotel The Bosphorus, Istanbul, and real or legal persons who might be interrelated with those persons and domiciled in the country or abroad, provided that such transfer shall be limited to the purposes indicated above and under article 11 of the Law no. 6698, I may file an application to the data controller in order to:

- a) Learn whether or not my personal data have been processed,
- b) Request information about the processing, if applicable,
- c) Request information about the processing purpose and whether or not the use of the data is fit for the purpose,
- d) Receive information about the recipient domestic or foreign third parties,
- e) Ask for correction in case of incomplete or incorrect processing,
- f) Request deletion or destruction of personal data,
- g) Request notification of operations made to third parties to whom the personal data have been transferred in case of any request for correction of personal data in case of incomplete or incorrect processing and in case of any request for deletion or destruction of personal data,
- h) Object to any unfavourable result arising from analysis of processed data with automated systems exclusively,
- i) Make claims for losses, if any, incurred as a result of processing activities in violation of the law.

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The Member irrevocably agrees, represents and warrants that s/he has been informed of the rights arising from the Personal Data Protection Law by means of the "PDPL disclosure notice".

SWISSOTEL may process the personal data along with the persons, entities and organizations authorized under the laws as well as those who are permitted to process data under the consumer law in order to offer better services with due regard for the provisions of the Law no. 6698.

The Member agrees that this disclosure notice has been provided to her/him in line with the Law no. 6698, Law no. 6563 and applicable regulations and the Seller has fulfilled all information and safety requirements imposed on service providers under the Law no. 6563.

14. TAXES and CHARGES

The stamp duty arising from this agreement shall be covered by SWISSOTEL.

15. NOTICES and COMMUNICATIONS

The parties agree and acknowledge that the addresses provided above are their notice addresses. Unless any address change is notified to the other party via a notary, all kinds of notices to be sent to the addresses above shall be deemed to have been served validly under the provisions of the Notification Act no. 7201. All kinds of communications between the parties (i.e. approvals, consents, confirmations, determinations, notices, calls, invitations etc. to be provided or submitted pursuant to this agreement) shall be made in writing unless otherwise determined.

16. ENTIRE AGREEMENT

The invalidity of this agreement or any clause or section of the agreement shall not impair the validity of the remaining clauses.

17. NON-WAIVER

The failure or delay of either party to exercise any of the rights, powers and privileges arising from this agreement shall not be construed as a waiver from the relevant right, power and privilege. Likewise, any single or partial exercise of any right, power and privilege by either party shall not prevent the relevant party from using the same or any other right, power and privilege subsequently.

18. REFERENCE and PUBLICITY

The parties may not use the trade title, name, business name, logo, emblem, trademark and similar identification marks of the other party for their own operations and/or publicity of operations, printed materials, mass media such as radio or television or any other platform excluding where necessary for the performance of this agreement and publicity of the contractual programme. Any professional film, video and photo shooting may not be conducted inside SWISS without informing and receiving consent from SWISS.

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19. VARIATIONS

All kinds of variations to this agreement shall be made through an addendum to be executed by the parties or their authorized representatives or agents. The variations duly made hereunder shall constitute an integral part of this agreement. This agreement supersedes and replaces all prior agreements or understandings between the parties in relation to the same matter.

20. EXECUTION and EFFECTIVENESS

This agreement, comprised of 20 (twenty) articles in total, is reviewed, read and agreed by the parties in electronic media upon the commencement of the membership.

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www.swissotel.com

www.swissotel.com.tr