## CONSUMER RIGHTS – WITHDRAWAL – CANCELLATION-REFUND TERMS

## 1. GENERAL:

**1.1.** The MEMBER agrees to the Preliminary Information Form and Distance Sales Contract upon purchasing the Service in an electronic environment via <u>www.officelink.com.tr</u> and/or the OfficeLink mobile application.

**1.2.** Regarding the sales and fulfillment of the Service, MEMBERS are subject to the provisions of the Law no. 6502 on the Protection of Consumer Rights, Regulation Regarding Distance Contracts (RG:27.11.2014/29188), and other applicable laws.

**1.3.** When the fulfillment of the Service procured becomes impossible and upon failure to fulfill the obligations subject to the Distance Sales Contract, it will be notified to the MEMBER within 7 (seven) days after such information is learned, and a full refund will be paid to the MEMBER for the Service that the MEMBER has paid for within 14 (fourteen) days.

# 2. IN THE EVENT OF FAILURE TO PAY THE FEE FOR THE SERVICE PURCHASED:

The MEMBER agrees, declares, and undertakes that the SERVICE PROVIDER's obligation to provide the Service subject hereto will terminate if the Service fee under the Contract is not paid for any reason and/or if the payment is revoked in bank records and/or if the SERVICE PROVIDER is unable to collect the Contract fee for any reason.

## 3. SERVICE PURCHASES MADE WITH THE UNAUTHORIZED USE OF CREDIT CARDS:

If the holder of the credit card used for the Service procurement is not the same person as the MEMBER or in the event of a vulnerability in the credit card used before the provision of the Service to the MEMBER, the SERVICE PROVIDER may require the MEMBER to submit the ID and contact information of the credit card holder and a bank statement from the previous month or a letter from the credit card holder's bank confirming that the credit card belongs to them. The procurement process will be suspended until the MEMBER submits the information/documentation required and the SERVICE PROVIDER is entitled to cancel the procurement if the aforementioned requirement is not met within 24 (twenty four) hours.

#### 4. IN THE EVENT OF FAILURE TO PROVIDE THE SERVICE FOR UNEXPECTED REASONS:

The SERVICE PROVIDER agrees and declares that it will notify the MEMBER if it fails to provide the Service subject to the Contract within the specified period in the event of unexpected events that arise beyond the control of the MEMBER or SERVICE PROVIDER and force majeure that prevents and/or delays MEMBER's or SERVICE PROVIDER's fulfillment of their obligations. The MEMBER is entitled to request the cancellation of the Service or that the SERVICE PROVIDER provides a replacement Service, if an equal version of the Service subject to the Contract is available. If the MEMBER cancels the Service procurement and if the MEMBER has made the payment via a bank (wire transfer/EFT), a refund will be paid for the Service fee within 14 (fourteen) days via the same method. If the MEMBER has made a payment by credit card, the refund of the Service fee is made to the relevant bank within 14 (fourteen) days of the cancellation of the Service procurement by the MEMBER. The MEMBER agrees, declares, and undertakes that - regarding the reflection of the refund made to the credit card by the bank to the MEMBER's account - it will not hold the SERVICE PROVIDER responsible for potential delays since such reflection is fully related to the bank's transaction processes following the return of the refund to the bank.

# **5. RIGHT OF WITHDRAWAL:**

**5.1.** The MEMBER may exercise its right of withdrawal from the Contract - without justification and without incurring any legal costs or penalties - within 14 (fourteen) days of signing this Service Contract on the condition that it notifies the SERVICE PROVIDER. This term commences on the signing date of the Contract. The right of withdrawal may not be exercised if the fulfillment of Service commences upon the approval of the MEMBER prior to the end of the withdrawal right. Any expenses arising from exercising the right of withdrawal will be covered by the SERVICE PROVIDER. The MEMBER agrees, in advance, that it has been informed about the right of withdrawal by agreeing to this Contract.

**5.2.** It is mandatory that the MEMBER submits written notification to the SERVICE PROVIDER via registered letter with return receipt, fax, or e-mail within 14 (fourteen) days of the signing date of the CONTRACT. If this right is exercised,

**a)** an invoice is submitted to a third party or the MEMBER. (If the invoice to be returned is corporate, it must be submitted alongside the return invoice issued by that organization. Regarding the invoices issued on behalf of an organization, if a RETURN INVOICE is not issued, the return transaction will not be completed.)

b) Return form,

**c)** The SERVICE PROVIDER is obliged to pay a full refund within 14 (fourteen) days of receiving the notice for withdrawal and return any documentation that burdens the MEMBER with debt back to the MEMBER.

**d)** Any discount claimed as part of the campaign will be canceled if exercising the right of withdrawal results in going below the limit amount of the campaign organized by the SERVICE PROVIDER.

#### 6. SERVICES OUTSIDE THE SCOPE OF THE RIGHT OF WITHDRAWAL

The MEMBER may not exercise its right of withdrawal for Services that are performed before the end of the term for the right of withdrawal.

# 7. SERVICE PROVIDER CONTACT FOR THE RIGHT OF WITHDRAWAL NOTICE

Title: Bahariye Gayrimenkul Yatırım İnşaat Turizm Sanayi ve Ticaret A.Ş. Address: Çankaya Mahallesi Atatürk Bulvarı No: 144/146 Çankaya/Ankara Telephone: 444 84 94 E-mail: <u>info@officelink.com.tr</u>