

USER AGREEMENT

1. PARTIES:

This User Agreement herein (“**Agreement**”) is signed by and between;

- 1.1. SEBER TURİZM TAŞIMACILIK VE TİCARET LİMİTED ŞİRKETİ (“**Daria Transfer**”), whose registered office is located at *Cumhuriyet Mahallesi, SüleymanDemirelBlv. No: 20/204, Kuşadası / Aydın / TURKEY* and,
- 1.2. User (“**User**”), who shall determine and utilize the passenger transportation services offered at Daria Transfer’s official website<“<https://www.Daria Transfer.com>”> (“**Website**”).
- 1.3. User and Daria Transfer shall be individually referred to as “**Party**” and together as “**Parties**” from hereafter.

2. SUBJECT AND SCOPE

2.1. The subject of this Agreement is to determine the rights and obligations of the Parties within the scope of the passenger transportation services defined under the Article 3 of this Agreement; that are selected by the User among the location, date and time options offered on the Website.

2.2. Terms of use, rules and conditions of any kind which are presented on the Website shall be considered as the annexes and inseparable parts of this Agreement. All rights and obligations of the Parties shall be determined along with such annexes on the Website.

3. SERVICES

3.1. Within this Agreement, Daria Transfer shall provide the passenger transportation services that are specified by the User (“**Services**”), both to the (i) User who accept this Agreement from the Website electronically and (ii) passengers who shall utilize the Services with the User (“**Passengers**”). Services shall be provided to the User and Passengers upon;

- 3.1.1. (i) the point of departure from where the User and Passengers shall be picked-up, (ii) the point of arrival of the User and Passengers, (iii) service date and time, (iv) return or one-way ride options (“**Ride Information**”) are selected among the options on the Website and confirmed by the User,
- 3.1.2. the name-surname, phone number, passport number, credentials and any other information (“**Personal Information**”) of both the User and Passengers which are requested by Daria Transfer are completely and accurately entered to the related areas on the Website by the User,
- 3.1.3. Price, payment and (if any) vehicle options on the Website are determined and confirmed by the User.

3.2. User shall benefit from the Services, provided that they are within the limited

address and service options on the Website.

3.3. Daria Transfer shall not be obliged to start the Services until the service price (“**Price**”), which had been stated on the Website and electronically confirmed by the User, is fully paid.

3.4. Services shall be provided by the drivers who are employed by Daria Transfer and/or by the drivers who are assigned by Daria Transfer’s business partners (“**Driver**”), on behalf of Daria Transfer.

4. RIGHTS AND OBLIGATIONS OF THE USER

4.1. By entering the Website and/or confirming the selected Services, User shall accept, declare and guarantee that;

- 4.1.1.** User is legally at the age of discretion,
- 4.1.2.** User has read the Agreement, understood the full content and agree upon the terms of the Agreement and all annexes,
- 4.1.3.** User is of sound mind and understand the rights and obligations stated on the Agreement,
- 4.1.4.** In the event of using the Website on behalf of a legal entity, User is legally authorized to represent such legal entity,
- 4.1.5.** User has purchased Services on its own and has entered own personal data on the Website willingly,
- 4.1.6.** if the User enters a third party's personal information or any data, such third party had been informed about such data entry and had accepted such data entry willingly,
- 4.1.7.** there are no situations concerning the User and/or Passengers, regarding any illegality, prohibition etc. in terms of the laws of Turkish Republic,
- 4.1.8.** if the above-mentioned conditions are not met, User shall be solely responsible from any and all kinds of loss and damages and shall never demand compensation from Daria Transfer.

4.2. User agrees and declares that all the **(i)** name-surname, phone number, passport number, credentials and other information of his/her and **(ii)** name-surname, passport number and other information that belongs to the Passengers, which had been entered to the Website by User are;

- 4.2.1.** Correct, up to date and currently in use; otherwise User shall be solely responsible from any and all damages,
- 4.2.2.** In accordance with the related laws and moral principles,
- 4.2.3.** Entered on the Website only after express consent of the relevant person had received; otherwise User shall be solely responsible from any and all damages.

4.3. User agrees and declares that, the User shall solely be responsible from the

protection of the credit/bank card information from any third party, as well as the safety of the electronic devices which are used during the payment of the Price and reaching the Website.

4.4. User agrees and declares that Daria Transfer shall never be held liable from any and all damages, caused by User's failure in fulfilling the conditions set on Articles 4.2 and 4.3 of this Agreement.

4.5. Only the User who completely and accurately enters and electronically confirms Ride Information, Personal Information, Price and vehicle options, and who accepts this Agreement and its annexes electronically shall be considered to have made a valid reservation ("**Reservation**").

4.6. With accepting this Agreement electronically, the User accepts to receive commercial advertisement, introduction and promotion messages thus, agrees to have been given permission for the usage of its contact information for this purpose. The approval of the User regarding the receipt of such messages may be cancelled at any time via an electronic notification by the User.

4.7. Daria Transfer may lead the User to other web pages via any link on the Website. In such circumstance the User accepts and declares that Daria Transfer shall not be liable from the content of that web page.

4.8. User accepts and guarantees (i) not to perform any operations or not to upload any illegal content (*including but not limited to any content without the right of use, without the proper copyright or any content serve as commercial secret*) or content of any kind that may cause damage, destruction or threat regarding the safety and integrity of the computers, devices, software, network systems and activities of Daria Transfer or any third party, (ii) not to perform any unauthorized access to the Website, (iii) not to copy, adapt, reproduce, disassemble or perform any reverse engineering operations regarding the computer programs used during providing Services or Website operations, (iv) not to use the Website in order to create a database, record or guide to anyone.

5. RIGHT AND OBLIGATIONS OF DARIA TRANSFER

5.1. This Agreement herein shall never mean any kind of commitment of guarantee regarding the finalization/complement of all the service options and/or Reservations that are presented on the Website. Daria Transfer may always cancel any Reservation due to workload or for any reason regarding not being able to perform such Service. In such case Daria Transfer may inform the User about the situation and may return the Price that has already been paid (if any).

5.2. Daria Transfer may suspend the operations of the Website for a while or shut it down permanently at any time. Daria Transfer shall not be liable due to such process, neither to the User nor third parties.

5.3. Only Daria Transfer is entitled for the right and authorization to change the Service options, qualities and Price offered on the Website. In case of a mistake in the Price or Service options, Daria Transfer may inform the User, may offer another Service or cancel the Reservation and return the prepaid Price (if any).

5.4. Daria Transfer, may make alterations and addendums to this Agreement and its annexes, due to the technical necessities and/or legislative amendments. In such situation the User will have to electronically accept this alterations and addendums in order to keep utilize Services, or the Agreement shall be considered as terminated by itself.

5.5. Daria Transfer may transform the membership-free services into membership required services over time. Also Daria Transfer may add some additional services, fully or partly chance or cancel some services.

5.6. Daria Transfer shall never be obliged to verify the information which had been entered by the User, to check whether such data is correct, reliable and legal. In case there are any kind of false, incomplete, incorrect, suspicious or misleading information regarding the User and/or the Passengers on the Personal Information or on the Ride Information; Daria Transfer has the right to demand any kind of additional documents including but not limited to ID and passport itself, and also has the right to avoid providing Services if it shall be considered necessary. User accepts, declares and guarantees that the User in person shall be responsible if the Agreement cannot be performed. In such situation Daria Transfer may unilaterally and immediately terminate this Agreement without refunding the Price (*if it has been paid*).

5.7. After the Reservation Daria Transfer shall send the confirmation message and a copy of this Agreement to the e-mail address that had been entered to the Website within Personal Information, as soon as possible. After the confirmation of the Reservation by Daria Transfer and before performing the Services at the latest, the necessary information shall be send to the e-mail address of the User.

5.8. Daria Transfer shall never be obliged to let any third parties other than the User and Passengers, into the vehicles. Article 7.3 of this Agreement is reserved.

5.9. As long as any change on the route by the decision of Daria Transfer or the Driver is not considered necessary due to any unusual circumstances such as roadwork; the route shall be determined by Daria Transfer, provided that the take-off point and the point of arrival are as the way that had settled by the User. Daria Transfer's right to refuse any route change offer from the User and/or Passengers is reserved. In case such route change

offer is considered appropriate by Daria Transfer, an extra fee may be requested by Daria Transfer. User accepts, declares and guarantees that, the route change upon the User's offer shall only be performed, if such extra fee and the Price are completely and accurately paid, in accordance with this agreement herein.

6. PAYMENT

6.1. Services shall only be provided after the complete and accurate payment of the Price. Complete and accurate payment shall mean the payment of the Price, before rendering the services through the payment options determined by Daria Transfer as; **(i)** via credit card or bank card through the Website or **(ii)** in cash at the vehicle. Payment shall be in accordance with the Consumer Protection Law in force.

6.2. User accepts and declares that; **(i)** the credit card or bank card which had been used on the Reservation and service purchase processes must be valid and must have a sufficient limit for payment and **(ii)** the User shall never utilize Services if the card limit or validation of the card had not been approved by Daria Transfer, or if the User fails to accept the alternative payment options which had been offered by Daria Transfer within the notified time.

6.3. The credit card or bank card information which had been entered on the Website shall never be seen, recorded or processed by Daria Transfer, its employees and/or by other users. All card operations and personal information regarding are under the protection of the payment systems of the card and/or banking organization, independent from Daria Transfer.

6.4. User may demand correction from the card or banking organization in accordance with the Consumer Protection Law, in case of a claim regarding **(i)** the illegal usage of the credit/bank card, **(ii)** the transaction being made without the knowledge of the card/account holder, **(iii)** the false/unauthorized transaction, **(iv)** the transaction being made by a lost or stolen payment instrument. Daria Transfer may only refund the Price, if the Users's claim has been authenticated and the User has been proved to be faultless, after such conditions are informed to Daria Transfer by the bank/card organization.

6.5. The User copies of the invoice/invoices regarding the Services shall be stored at the registered office of Daria Transfer, and may be electronically sent to the User via e-mail on demand.

7. CANCELLATION, CHANGE AND REFUND REGARDING THE RESERVATION

7.1. Parties may demand a change or free of charge cancellation of the Reservation, until 48 (FortyEight) hours prior to the time that the Services shall be rendered.

7.2. Daria Transfer shall only refund 50% (FiftyPercent) of the Price, in case of a change or cancellation between 24 (TwentyFour) hours and 48 (FortyEight) hours prior to the time that the Services shall be rendered.

7.3. User shall accept, declare and guarantee that it is not possible for the User to cancel or change the Reservation within less than 24 (TwentyFour) hours prior to the time that the Services shall be rendered.

7.4. In the event of a User demand of cancellation or change within less than 24 (TwentyFour) hours prior to the time that the Services shall be rendered, such demand shall considered to be declined and the Services shall be considered to have been completed. In such case, Daria Transfer shall not refund the Price that has been paid, plus the unpaid Price shall become due and shall be fully paid in cash upon Daria Transfer's demand. User accepts, declares and guarantees that, the User in person shall compensate any and all damages of Daria Transfer caused by cancellation or change of the Reservation without complying with the above-mentioned time periods; as well as accepts and declares never to claim any rights regarding such situation.

7.5. Daria Transfer's right to charge extra fees and expenses is reserved in case of any changes in the Services within the Reservation (*changes in; the point of departure, point of arrival, date of the Services, time of the Services, the number of the User and Passengers and/or the Personal Information*), or in case of an extra service demand of the User. Such extra fees and expenses shall be paid prior to the moment of rendering the Services. Article 6.1 of this Agreement regarding the terms of payment is reserved.

8. PRIVACY AND PERSONAL DATA PROTECTION

8.1. Any and all name-surname, phone number, passport number, credentials and other personal data that belongs either to the User or to the Passengers, which had been entered on the Website by the User, may be collected, stored processed and used by Daria Transfer in accordance with the Personal Data Protection Law numbered 6698 ("PDPL"), if considered necessary by Daria Transfer.

8.2. In the event that the User enters any personal information or any data that belongs to the Passengers or to any third party to the Website; the User accepts and declares to be solely be responsible from informing such third party and to have been received the express consent regarding the data entry.

8.3. In the event that the User is a citizen of a European Union member country, such user accepts and declares that for the issues regarding the data that the User has been entered to the Website; PDPL and its secondary regulations, as well as the decisions and regulations of the Personal Data Protection Authority, and the laws of Turkish Republic shall be applied, not EU Directive numbered 85/46/EC or General Data Protection

Regulation (“GDPR”). Article 17 of this Agreement is reserved.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Daria Transfer is the owner or the licensee and is under legal protection regarding any and all materials on the Website including but not limited to the general view and design of the Website, any and all information, picture, Daria Transfer brand and any other brands, “<www.Daria Transfer.com>” domain name, icon, demonstration; technical data, computer software, sales system in use, business methods and models in the written, electronic, graphic or machine readable forms.

9.2. Any and all materials on the Website, including the codes and software, shall never be changed, copied, reproduced, translated, republished, downloaded to another computer, posted, transmitted, presented or distributed without prior written consent of Daria Transfer or without being referred to. Website, partly or wholly, shall never be plagiarized or be the subject of unauthorized usage. Any and all actions against this article shall require legal and criminal liability.

9.3. User accepts, declares and guarantees not to directly or indirectly breach intellectual and industrial property rights of neither other users nor Daria Transfer.

10. NON-ASSIGNMENT CLAUSE

10.1. User shall never partly or wholly assign or delegate any rights and obligations hereunder this Agreement to another third party without the prior written consent of Daria Transfer.

10.2. Otherwise Daria Transfer may unilaterally and immediately terminate this Agreement without prior notice or any payment obligations or compensation.

10.3. In such case, Daria Transfer may not refund the Price that has been paid, plus the unpaid Price regarding the Services determined on the Reservation shall become due and shall be fully paid in cash upon Daria Transfer’s demand.

11. DURATION, VALIDATION AND TERMINATION OF THE AGREEMENT

11.1. This Agreement herein shall considered to be signed and entered into force as of the moment when the User electronically accepts the Agreement, via Website by fully reading and understanding the terms; and shall be in force until it has been terminated by the Parties within the methods hereunder.

11.2. Daria Transfer may unilaterally terminate this Agreement at all times, in any case that the User breaches this Agreement and/or any rules on the Website; and the User shall

be obliged to compensate any and all direct and indirect damages occurred due to such termination.

12. FORCE MEAJURE

12.1.Due to the orders and demand of any authority or war, uprising, embargo, state intervention, rebellion, occupation, war, mobilization confusion, sabotage, strike, worker and officer dispute and resistance boycott, lockout, cyber attack, communication problems, infrastructure and internet malfunctions improvement or renewal works related to the system and the resulting malfunctions, power outages, fire, flood, hose and similar natural disasters, immigration, epidemics, explosion, limiting savings of the government and other reasons not related to the parties the fact that their performance is partially and completely impossible and that they are considered to have caused the same or the same consequences constitute a force majeure.

13. INTEGRITY AND INTERPRETATION OF THE CONTRACT

13.1.The invalidity of any provision, modification, correction or addition in this Agreement or its annexes shall not cause the other provisions of the contract to become invalid. The vacancy resulting from the invalidity of any provision of the contract shall be filled in by the Parties, taking into account the purpose of this Agreement and the entire Convention.

14. NOTIFICATION ADDRESS

14.1.Contact information and the address ,which is provided on Website, shall be accepted by the Parties as legal notification address for Daria Transfer. Address, e-mail address and telephone number, which provided by the "User" during the Reservation process, is accepted as legal notification address and contact address; accept that any written notice to the "User" will be made by Daria Transfer via e-mail to this address.

14.2.The Parties are liable for keeping contact information up to date and making them accessible. Any change on these will be notified in writing to the other Party within three days following the relevant address change, that in case of failure to do so the notifications to be made to such address shall be applied as a legally valid notification.

15. EVIDENTIAL CONTRACT

15.1.The Parties hereby accept, warrant and undertake that, as per the provisions of Article 193 of the Turkish Civil Procedure Code (Law No. 6100), the commercial

records and books of Daria Transfer, any kinds of electronic archive, electronic information, any and all kind of electronic communications, communications and notices including without limitation fax messages which is kept by Daria Transfer hereunder shall constitute valid and acceptable legal evidence between the Parties hereto for the purpose of any lawsuit, action, proceeding or any kind of controversies and disputes that may arise out of or in connection with this Agreement.

16. FEES AND TAXES

16.1.The "User" is liable for all the taxes, duties, fees and other charges may arise relating to this Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1.This Agreement shall be governed by and interpreted in accordance with laws of the Turkish Republic. Kuşadası Courts and Execution Offices shall be authorized to hear any dispute that may arise in connection with this Agreement.

17.2.In case there is a discrepancy between the Turkish and English versions of this Agreement, Turkish version will prevail.