

D Hotelier Reservation Management System Terms of Use and Cookie Policy

Dear User, welcome to www.dhotelier.com.tr, website of **DOĞUŞ OTEL YATIRIMLARI VE TURİZM A.Ş.** (“D Hotelier”), a Doğu Holding A.Ş. subsidiary.

D Hotelier Reservation Management System Terms of Use (“Terms of Use”), determines the Services offered to the members within the Program and the conditions for benefiting from these Services for the members of D Hotelier Reservation Management System [“D Hotelier” and/or “Program”) (hereinafter referred to as “User” or “you”) owned by **DOĞUŞ OTEL YATIRIMLARI VE TURİZM A.Ş.** (“D Hotelier”).

Definitions:

- i. “Program”** means the program, viewing the hotels included in the system on the internet or through applications that can be developed on similar platforms with mobile phones, by phone (call center) and other digital media, making a reservation, cancelling a reservation, making payment, changing reservations, viewing past reservations, adding special days to the calendar in member profiles, to be used on the website and/or with a mobile application, that provides the opportunity to access the information provided by the hotels included in the system and to benefit from special offers that can be offered to the members by the member businesses / hotels,
- ii. Reservation Management System (D Hotelier)** means D Hotelier's online reservation system which is designed to provide the Services determined within the Program to Members and the trademark thereof,
- iii. Reservation** means the booking, made by the Members using the D Hotelier infrastructure before going to the Member Business/Hotel.
- iv. Member(s)** means the real person, who is a member of the Program by approving the D Hotelier Terms of Use and D Hotelier Policy on Protection of Personal Data and the Clarification Text and Consent Form by using the Reservation Channels.
- v. Member Business/Hotel** means the legal person and hotels that have signed the “Member Business Agreement” with D Hotelier to provide Services to the Members.
- vi. Site** means the web/mobile site and mobile applications, interface, where information about the Program can be accessed online.
- vii. Services** mean the services to be provided by D Hotelier or Member Business for the benefit of the Members within the structure of D Hotelier.
- viii. Reservation Channels** mean the reservation made,
 1. via D Hotelier website,
 2. via D Hotelier mobile application,
 3. by calling D Hotelier call center,
 4. by D Hotelier reservation interface (D Hotelier marketing network) through the websites and application contracted by D Hotelier,
 5. via D Hotelier reservation interface on the Member Business/Hotel websites or mobile application.

- ix. **Personal Data** means the name, surname, phone number, e-mail address, Member’s location data and navigation information of the Member in order to become a member of D Hotelier.
- x. **Processing Personal Data** means obtaining Personal Data by fully or partially automatic means non-automatic means provided that it is a part of any data recording system, saving, storage, preserving, changing, rearrangement, disclosure, transfer, taking over, making it available, all kinds of operations performed on data such as classification or prevention of use.

A. Terms of Use, Limitation of Access, Risk and Liability, Changes to Terms of Use

1. When you use the methods specified within the scope of D Hotelier, in order for Member-specific contents, campaigns, concrete and intangible benefits to be designed and communicated, your Personal Data and Reservation information, the navigation information obtained during the use of the website and mobile application, the surveys you participate in, the Member’s location data; all of them are transferred to the Program as required by the system and processed by the Program. In order for you receive benefits offered to Members by Member Businesses and to be informed about these advantages, it is compulsory to transfer your Personal Data from Member Businesses to the Program and to make them processed. The Member accepts, declares and undertakes that it allows this sharing.
2. Member Businesses of D Hotelier are variable. For current Member Businesses, please visit “www.dhotelier.com.tr”.
3. There may be changes in the Program, it might switch to a model that provides different advantages under another name. Memberships will be automatically converted to the new model in such model changes.
4. The website <http://www.dhotelier.com.tr> and all documents on the site are the property of D Hotelier. These documents cannot be copied or reproduced unless necessary for viewing in the online system. Regardless of the above, you can print out the pages of the site your personal use. Regardless of the general principle stated above, D Hotelier may provide the opportunity to download wallpaper, screen saver and other programs from the site. The legal responsibilities that may arise after any use that violates the intellectual and industrial property rights related to the documents on this site belongs to the User.
5. If you want to create a link with this site, this link should be directed to the <http://www.dhotelier.com.tr> home page. [<http://www.dhotelier.com.tr>]
6. Although D Hotelier has taken measures to ensure that the website is free from viruses and similar software, the User is obliged to supply his/her own virus protection system and provide the necessary protection in order to ensure the ultimate security. In this context, the User accepts that he/she is responsible for all errors and their direct or indirect consequences that may occur in his/her software and operating systems due to accessing the website <http://www.dhotelier.com.tr>.
7. All kinds of prices, information, pictures, explanations and news (“information” in short) on the website <http://www.dhotelier.com.tr> are for promotion and information purposes only. The User can in no way claim that the “information” on the website is inaccurate or has suffered damage due to this information. When the User intends to make a transaction with reference to the information, he/she accepts that he/she is obliged to obtain the final and reliable information from D Hotelier and that D Hotelier has no responsibility due to the fact that the information published on the website is not up to date.

8. D Hotelier reserves the right to change the content of the site at any time at its own discretion, to change or terminate any service provided to Users, and to delete User information and data registered on the website <http://www.dhotelier.com.tr>. Although D Hotelier has taken every precaution to ensure that the website is error-free, it does not give any guarantee regarding existing or potential errors on the website.
9. If service fee information is provided on the website <http://www.dhotelier.com.tr>, the relevant information provided on the last update date shall be valid. We kindly request you to contact D Hotelier for the final information on Services and Reservations. In this context, D Hotelier declares that the information on the website (unless otherwise explicitly stated) is not a service offer and does not constitute a commitment on behalf of D Hotelier.
10. In the event that a criminal complaint or official investigation request is received from the official authorities against the User and/or it is detected that the User has committed any electronic sabotage or attack that will prevent the operation of D Hotelier systems or change the functioning, D Hotelier will have the right to investigate and report to legal authorities.
11. It is D Hotelier's responsibility to ensure the security of D Hotelier's website and all its subsidiaries and other information systems. Scanning for the detection of vulnerabilities in websites and other information technology systems for commercial, friendly or any other purpose and activities such as damaging the systems by exploiting the vulnerabilities that can be detected, information leakage, etc. are illegal. In the event of such activities, sanctions may be imposed in accordance with the Law numbered 5651 on the Regulation of Broadcasts on the Internet and Fight Against Crimes Committed Through These Broadcasts. In the act of such attempts, D Hotelier reserves the right to initiate a legal process with the data collected under the law regarding the type of attack, the time of the attack, the attacker, and to demand penalties that will result in fine or imprisonment.
12. In some instances, non-personal information may be collected. Examples of this type of information are the type of internet browser you use, your operating system, and the domain name of the site you accessed via a link or advertisement.
13. When you visit the site, information may be placed on your computer. This information will be in cookie format or similar file and will help us in several ways. However, it is aimed to provide you with a better internet experience by following your preferences during your visits to our site. For example, cookies will enable us to organize the sites and advertisements according to your interests and preferences. Almost all internet browsers have options to delete cookies from your hard drive, prevent them from being written, or get a warning message before they are saved. For more information on this, please refer to your browser's help files and usage information.
14. We use Data Management Platform (DMP) application to do Internet Based Advertising. The DMP creates a profile using either cookie usage, cross-device/cross content technologies (e.g. static IDs) or other unique identifiers (e.g. device ID) provided by the customer to the DMP. This information is used and stored solely to show marketing content that is more relevant to you.
15. **Matters to be Considered Pursuant to the Law Numbered 5846 on Intellectual and Artistic Works and Law Numbered 5651 on the Regulation of Publications on the Internet and Fight Against Crimes Committed Through These Publications**

Member/Members have accepted and declared that D Hotelier or any group company affiliated to it or its employees, managers, persons or organizations authorized by them have no legal or criminal liability, and that the accuracy and/or adequacy of the information

on the site is not guaranteed by D Hotelier; the website may contain links that allow access to another website or content; the control or accuracy or adequacy of these is not related to D Hotelier and D Hotelier does not support these sites in any way or does not guarantee the accuracy of the information contained in these sites and does not have any responsibility for the content on these sites, from the use of these sites and/or their content or the results of their decisions based on these contents; any material or moral, positive or negative and possible damage or expense incurred due to not having read or read the terms of use of the site but not acting in accordance with them.

Member/Members have accepted and declared that any text, information, comment, opinion, news, image, picture, figure, graphic and other material belonging to D Hotelier or a third person or organization can be found on the website, that D Hotelier has the legal rights regulated by the Law on Intellectual and Artistic Works regarding these materials and that they cannot be copied, changed, reproduced, published, sold, or made available or intervened without the permission of D Hotelier.

All logos, brands and corporate emblems published on this Site are protected by the provisions of the Decree Law Numbered 556 on the Protection of Trademarks. Logos cannot be copied or used in any way. Member/Members have accepted and declared that that D Hotelier or any group company affiliated to it or its employees, managers, persons or organizations authorized by them have no legal or criminal liability from the use of the information to be obtained due to the presence of the D Hotelier logo or the pages of the website on another website or any content uploaded by third parties or visitors to the website or any content that is not liable for the use of the internet within the framework of general practices.

16. D Hotelier has the right to change, renew or cancel any article of the Terms of Use and Cookie Policy on the <http://www.dhotelier.com.tr> website without notice. Any provision that has been changed, renewed or abolished will be effective for all users at the time of publication.

B. Membership and Member Obligations

1. You can become a Member of the "D Hotelier" system through the "www.dhotelier.com.tr" address and / or mobile application or other Reservation Channels.
2. Member accepts and declares that the Personal Data given while signing up to D Hotelier is correct, that will update if there is any change in this data and D Hotelier and/or Member Businesses are not responsible for the damages that may arise as a result of not updating this date or giving incorrect data and/or the termination of the rights acquired by the Member up to that day.
3. Member accepts, declares and undertakes that he/she is responsible for giving or making use of the username and/or password given to him/her, and keeping them and also all rights and benefits related to membership will be withdrawn if it is determined that the mobile phone is abused by the Member or someone else, and the Program is abused.

4. D Hotelier membership registration is carried out without any charge from the Member. The Member is responsible for all communication and communication expenses incurred while using the mobile application. These fees are not covered by D Hotelier under any circumstances.
5. Member accepts that he/she is solely responsible for the determination, security and storage of the means of access (Username, password etc.) to the system in order to benefit from the Services offered in the Program, and D Hotelier has no direct or indirect responsibility for the damages that him/her and/or third parties have suffered or may suffer due to all negligence and faults in these matters.
6. D Hotelier may change the terms of the Program, suspend the Program.
7. Membership cannot be sold with money, and cash cannot be demanded in return.
8. The Member accepts, declares, and undertakes that he/she is of legal age as a member of the Program and that he/she is of the age to purchase the Services offered.
9. Within the Program, new applications such as a scoring or loyalty program may be introduced by D Hotelier. Determining the content and conditions of these applications will be at the initiative of D Hotelier. D Hotelier or the Member may terminate the membership at any time and without the need to provide a reason, provided that they notify via the Call Center 3 business days in advance. In this case, membership expires within 3 business days. The Member will be able to benefit from his/her earned rights, within the prevailing conditions, until the termination date of the membership. Membership cancellation requests sent via e-mail will be made by contacting the Member via the phone number given while signing up and processed at the call center. (D Hotelier Call Center Phone: +90 0212 354 22 95 E-mail: info@dhotelier.com.tr)
10. If the Member dies or it is not possible to actually use D Hotelier and/or D Hotelier is legally dissolved or liquidated and/or D Hotelier terminates the www.dhotelier.com.tr website, this Terms of Use will automatically terminate.
11. While the Member is benefiting from the Program,
 - The Member accepts, declares and undertakes that, the content suitable to people over the age of 18 may be included in the Services provided by the Program in some cases, and the Program will not be responsible for displaying this content illegally.
 - The Member accepts, declares and undertakes that the Reservation may be canceled if the Member does not change the Reservations made through the Program within the option specified by the relevant Member Business, or if the Member is not present at the time specified in the Reservation, while benefiting from the Program.
 - The Member accepts, declares and undertakes that in the event that the Member's "No Show reservations" are repeated continuously (if the Reservation is not canceled but the Reservation is not used) and/or if the Member Business deems justified, the relevant Member Business and/or the Program may not be booked from the Member Businesses, and that the Program membership may be suspended or canceled in case of recurring "no show reservations" at various Member Businesses.

- The Member accepts, declares and undertakes not to advertise, not to sell or offer to sell any goods or services, to not engage in surveys, contests or chain letter activities while benefiting from the Program.
- The Member can create special notes regarding the Reservation while making the Reservation. However, the fulfillment of the requests in these special notes is at the discretion of the Member Business. In case of failure, the Member Business is not obliged to inform the MEMBER about this situation.
- While the Member is benefiting from the Services of the Program and performing any transaction related to the Services, the Member accepts, declares and undertakes that he/she will comply with all conditions in the D Hotelier Terms of Use, he/she will act in accordance with the rules specified in the relevant parts of the Program and all applicable legislation, he/she understand and approve all specified terms and rules.
- Within the scope of the Program, new applications such as rating and commenting, reading comments by other Members for these Member Businesses/Hotels may be brought to the Member Businesses/Hotels by the Member. Determining the content and conditions of these applications will be at the initiative of D Hotelier. Comments made by the Member shall not be threatening, immoral, racist, contrary to the laws of the Republic of Turkey and international agreements. Member accepts, declares and undertakes that the personal opinions, thoughts, expressions, files he/she adds to the Program environment and the personal information he/she sends belongs to him/her and that the Program cannot be held responsible for these files, including but not limited to the disputes that may arise between the Member and the Member Business. The Member accepts, declares and undertakes that the Program is free to publish or not to publish these opinions and thoughts; the relevant Member will be liable for the unauthorized use of third party images, thoughts, copyrighted content and the like in the system and it is strictly not under the responsibility of the Program and may take necessary measures and initiate legal proceedings; correspondence, subject titles and nicknames to be added to the media should be in accordance with general ethics, manners and legal rules and all publishing, processing and reproduction, dissemination, representation, sign, transmission to the public by means of voice and/or image transmission, including the rights of transfer and assignment to third parties, all rights enumerated in the Law Numbered 5846 and dated 5.12.1951 on Intellectual and Artistic Works related to such correspondence have been transferred to the Program. D Hotelier has the right to publish, process, share on social media networks and/or move it to another address deemed appropriate by D Hotelier within the Program of the information, documents, software, designs, graphics and similar works produced by Member and uploaded to the system for publication. It is possible for this published information to be copied, processed and/or published by other members. In such cases, the Member will not demand any royalties from D Hotelier.

C. Use of Cookies

Cookies are text files, that are loaded by your internet browser and contain small pieces of information stored on your computer, mobile phone or tablet when you visit the D Hotelier website or install the mobile application on your mobile phone or tablet.

D Hotelier will collect, process and securely store your browsing information in order to provide better service to its members, to benefit from the benefits of membership and within the framework of its legal obligation, provided that it is not used outside of the purposes and scope specified in this D Hotelier Terms of Use and the D Hotelier Policy on Protection of Personal Data, which is also explained. D Hotelier may match information collected from you in different ways, such as information collected online and offline, or at different times, and use this information with information from other sources, such as third parties. Information about the cookies we use for collecting your browsing information will be given with a "pop-up screen" when you install the D Hotelier application on your phone or tablet for the first time.

D Hotelier may also use cookies to activate "advertising technology" in order to serve you advertisements that it thinks may be of interest to you when you visit search engines, D Hotelier website and/or Member Business websites where D Hotelier advertises.

D Hotelier uses session cookies and persistent cookies on its website and mobile application. Session ID cookie expires when you close your browser. The persistent cookie remains on your hard disk for a long time. You can remove persistent cookies and reject both session cookies and persistent cookies by following the instructions given in your internet browser's "help" file or by visiting "www.allaboutcookies.org/" and "<http://www.youronlinechoices.eu>". If you refuse persistent cookies or session cookies, you may continue to use the website or mobile application, but you may not be able to access all functions of the website and mobile application or your access may be limited.

Types of Cookies

Types of cookies according to the duration of use: D Hotelier uses session cookies and persistent cookies on its website, mobile application, according to the duration of use on the mobile website. Session cookie expires when you close your browser. A persistent cookie remains on your hard disk for a long time or indefinitely.

Cookie types according to the owner of the cookie or the party placing the cookie: "d hotelier cookies (first party cookies)" and "third party cookies" are used on the D Hotelier website, mobile application, mobile website and smart TV application. D Hotelier cookies are created by D Hotelier, while third party cookies are managed by third party companies with which we cooperate.

Types of cookies according to the purposes of use: The following cookies are used on the D Hotelier website, mobile application, mobile website and smart TV application:

- **Mandatory Cookies:** These cookies are necessary for the website to function and cannot be turned off in our systems. It allows you to navigate the website and use its features, such as setting your privacy preferences, logging in or filling out forms, corresponding to the service request.
- **Performance Cookies:** These cookies are used to improve the way the website works. It does not collect information that identifies the visitor. It contains information about how visitors use (for example, whether they get error messages on web pages) the website.
- **Functional Cookies:** These cookies allow the website to remember choices you make (such as your username, language or the region you are in) and provide enhanced, more personal features. It can also be used to remember changes that you can customize to text size, fonts, and other parts of web pages. The information these cookies collect may be kept confidential and they cannot track your browsing activity on other websites. Some or all of these functions may not work properly if you do not allow these cookies.
- **Targeting and Advertising Cookies:** These cookies are used to create your profile and provide ads relevant to your interests. It is also used to limit the number of times you see an ad, as well as help measure the effectiveness of the ad campaign. It is usually placed on advertising networks (e.g. social media sites) with the permission of the website owner. Information about your visit to the website is shared with other advertisers. If you do not allow these cookies, you will not experience our targeted advertisements on different websites.

How D Hotelier Is Using Cookies?

Details on the use of cookies can be written in this section. Example: D Hotelier website

Cookie Management

For the cookies we use on the website (and/or mobile application), the explicit consent of the users is obtained and the opportunity to change this consent whenever they want is provided. This system, which we call explicit consent management, is included in the banner on the home page of the website and / or mobile application. Through this banner, users can see the types of cookies used on the website and / or mobile application, the cookie owners, the purpose and nature of the cookies, and their duration, and can determine their preferences with the "active" or "passive" option for all cookies except Mandatory Cookies. It is also possible for them to change their preferences over this banner at any time.

Information about the cookies on the D Hotelier website, mobile website, mobile application or smart TV is given in the table below.

Cookie Service Provider	Cookie Name	Cookie Purpose	Cookie Type	Cookie Duration
COOKIE SERVICE PROVIDER	COOKIE NAME	COOKIE PURPOSE	COOKIE TYPE	COOKIE DURATION
Google	_ga	Used by Google Analytics to distinguish users from each other.	Persistent Cookie	2 years
Google	_gid	Used by Google Analytics to distinguish users from each other.	Persistent Cookie	23 hours
Google	_gat	Used by Google Analytics to distinguish users from each other.	Persistent Cookie	1 minute

D. Other Provisions

1. D Hotelier has all the intellectual rights of the data generated by the use of the Program. With the said information, the Program may issue reports without disclosing the membership information of the Member, or use such information or reports itself, and share these reports and/ r statistics with business partners and third parties with or without charge. The Program may temporarily suspend or stop the system operation at any time.
2. The Program may temporarily suspend the membership of the relevant Members or stop them completely due to member transactions that cause security suspicion.
3. The Program will not have any liability to the Members or third parties due to the temporary suspension or complete suspension of the Program or membership.
4. The Reservations provided by the Program are limited to the availability of the Member Business. The Program is not responsible for the relevant Member Business not receiving a Reservation, not changing or canceling the Reservation. The Reservation status published in the Program may not always reflect the current status.
5. In the Program, the obligation to change the status, price and feature information of the Services or special campaigns offered to Members belongs to the Members Businesses in the system. If there is an error in Reservation status, campaign price and feature information, the Program is not responsible for these errors. However, the Program may offer another service, Reservation opportunity or cancel the Reservation in a way that can resolve this error.
6. The Program has the authority to back up and delete some or all of the files and messages that Members will keep in the environment, during periods they deem appropriate. The Program will not be held responsible for backup and deletion processes.

7. D Hotelier owns the copyrights arising from ownership and ownership of the information, documents, software, designs, graphics and similar works produced by itself and/or purchased from outside.
8. D Hotelier is not responsible for the content provided by Member Businesses.
9. D Hotelier can allow the Member to switch websites other than the "dhotelier.com" system. In this case, the Member accepts, declares and undertakes in advance that D Hotelier is not responsible for the content of the websites to which it will switch.
10. The Member accepts, declares and undertakes that the use of the campaigns defined to the Member is under his/her responsibility by submitting the mobile phone number provided during the membership, and that it can be used by a person other than the Member if the mobile phone number is provided.
11. Member will personally follow the campaigns to be held by D Hotelier at Member Businesses. Member Business employees have no obligation to inform Members.