

## **DISTANCE SALES AGREEMENT**

This Distance Sales Agreement ("**Agreement**") is between TST HAVACILIK DANISMANLIK VE TICARET LIMITED SIRKETI (hereinafter referred to as "**tSt Aviation**") and the consumer ("**Consumer**") who has concluded this Agreement in order to benefit from the services ("**Services**") by choosing the annual subscription over [aviationmatchmaker.com](http://aviationmatchmaker.com) ("**Aviation Match Maker**" or "**Platform**") and in this context, offered by tSt Aviation.

This Agreement has entered into force by the approval of the Consumer, within the conditions detailed below, of the service sold in the electronic environment.

### **1. INFORMATION ON THE SERVICE PROVIDER:**

The commercial information regarding tSt Aviation in this Agreement is as follows:

**MERSIS No :** 0859-0518-3890-0017

**Trade Registry - No :** Istanbul Trade Registry Office – 617145

**Tax Office – No :** Bakırkoy Vergi Dairesi / 859 051 8389

**Registered Office :** Yesilkoy Mah. Ataturk Cad. EGS Business Park B2 Blok, KNo:12, DNo:1, Bakırkoy, 34149, İstanbul, Turkiye

**Company e-mail :** ozerk (at) [aviationmatchmaker.com](http://aviationmatchmaker.com) and team (at) [aviationmatchmaker.com](http://aviationmatchmaker.com)

### **2. SUBJECT OF THE CONTRACT AND APPLICABLE LEGISLATION**

The subject of this Agreement is about the Consumer's use of the Services on Aviation Match Maker during the period the Consumer pays the service fee or membership fee to tSt Aviation, and the scope of the rights and obligations of the Parties in accordance with the provisions of the Law No. 6052 on the Protection of the Consumer and the Regulation on Distance Contracts.

### **3. GENERAL PROVISIONS**

**3.1.** The Consumer accepts, declares and undertakes that he/she has read the preliminary information about the basic characteristics, sales price and payment method of the contractual membership service on the Platform, has been informed, and has given the necessary confirmation in the electronic environment. The Consumer accepts, declares and undertakes that he/she has obtained the basic features of the ordered products, the price including taxes, payment and delivery information of the products, which must be given to the Consumer by tSt Aviation, before the establishment of the distance sales contract, accurately and completely.

**3.2.** In the event that the Consumer does not pay the service fee ordered or the sales price of the selected membership type cannot be collected due to the lack of the required amount in the credit card account or failure of swift transfer to tSt Aviation bank account, the membership or sale of product will not be realized. The Consumer accepts, declares and undertakes that the processing time of the order is not the moment the order is placed, but the time the necessary collection is made from the credit card account or bank account, and that tSt Aviation will not be obliged to provide any service in case this collection cannot be made.

**3.3.** The Consumer cannot transfer or assign his rights and membership arising from this Agreement to third parties.

**3.4.** tSt Aviation shall not be liable if it cannot fulfill its obligations under the Agreement due to the force majeure and/or unforeseen circumstances, including but not limited to natural disasters, wars, fires, decisions taken by the government, and events that occur outside the control of tSt Aviation, which make it impossible to perform the service subject to the order, temporarily or permanently. The occurrence of the force majeure shall be notified as soon as possible through the channels to be determined by tSt Aviation and which enable the Consumer to receive information. If the Platform has to be closed for a certain period or indefinitely due to the force majeure mentioned above, tSt Aviation may postpone the membership expiration date of the Consumer for the period of force majeure or indefinitely. The Consumer cannot claim any compensation for the service fee or membership fee due to force majeure.

**3.5.** tSt Aviation may reach to the Consumer via address, e-mail address, SMS, mobile phone number and other contact information specified in the Platform registration form or updated later by the Consumer, for marketing, notification and other purposes. By accepting this Agreement, the consumer accepts and declares that tSt Aviation may engage in the above-mentioned communication activities.

**3.6.** When the Consumer makes the payment for the order placed on the Platform, he/she is deemed to have accepted all the terms of this Agreement.

#### **4. INFORMATION ON THE USE OF THE SERVICE**

The Consumer shall have access to technical hardware, software programs, system infrastructure, etc., to use the Services provided by tSt Aviation. accepts, declares and undertakes that it is solely responsible for the provision of tSt Aviation does not have any responsibility for not performing the Services as a result of not providing the necessary infrastructure, hardware or devices belonging to the Consumer.

In all cases that are considered force majeure and beyond the possible control of tSt Aviation and/or considered as force majeure under the Code of Obligations and/or unexpected situations and/or disruptive conditions, tSt Aviation shall not be liable for late or incomplete performance or non-performance of any of its obligations. These and similar cases shall not be deemed as delay, incomplete performance or non-performance or default for tSt Aviation, or no compensation can be claimed from tSt Aviation under any name for these cases.

#### **5. CANCELLATION AND RIGHT OF WITHDRAWAL**

##### **5.1. Cancellation**

Since the purchased membership is one-time, non-renewable and provides access to the services for a period of one year, the Consumer will not be able to request a refund since it will not be possible to cancel the membership upon payment of the membership fee and access to the Services.

Similarly, any one-time services are executed following the receipt of service fee, the Consumer will not be able to request a refund since it will not be possible to cancel the order upon payment of the service fee and access to the Services.

## **5.2. Right of Withdrawal**

Pursuant to the provisions of Article 15 of the Distance Sales Regulation, it is not possible for the Consumer to exercise the right of withdrawal.

## **6. GOVERNING LAW**

Turkish Law will be applied in the resolution of other disputes arising from the validity, interpretation and application of this Agreement.

If the legal relationship between the parties has a foreign element, the Consumer accepts, declares and undertakes that Turkish law will be applied regardless of the conflict of laws rules in all legal problems that may arise, and that he waives the application of the conflict of laws rules of the Turkish International Private Law and Procedural Law.

## **7. DISPUTE RESOLUTION**

The Consumer can submit complaints regarding the services offered by tSt Aviation via team (at) aviationmatchmaker.com or ozerk (at) aviationmatchmaker.com. However, consumer complaints and objections can be made to the Arbitration Committee for Consumer Problems in the place of residence of the Consumer or to the Consumer Court at the residence of the consumer, within the monetary limits determined by the Ministry in December every year.

## **8. EVIDENCE AGREEMENT**

The Consumer, in case of disputes that may arise from this Agreement, accepts, declares and undertakes that tSt Aviation's official books and commercial records, electronic information and computer records kept in its own database and servers will constitute binding, definitive and exclusive evidence, within the meaning of Article 193 of the Code of Civil Procedure.

## **9. MISCELLANEOUS**

- a) The invalidity, illegality and unenforceability of any provision of this Agreement or any statement contained in the Agreement shall not affect the validity and enforceability of the remaining provisions of the Agreement.
- b) It is the Consumer's responsibility to regularly check the Aviation Match Maker for information and updates.
- c) This Agreement, which will be approved electronically, will be sent by tSt Aviation to the e-mail address notified by the Consumer after the purchase.

tSt Aviation : ozerk (at) aviationmatchmaker.com or team (at) aviationmatchaker.com

Consumer :

Product :

Date :