

Site Terms of Use & Membership Agreement

Entemizi.Com Platform Terms of Use & Membership Agreement (Prepayment Model)

Effective Date: 11 October 2023

ARTICLE 1 – Parties and Acceptance

1.1. This agreement (“Agreement”) is concluded between NEWTURK TURİZM TİCARET LTD. ŞTİ. (“Entemizi.Com”) and the natural or legal person using the website www.entemizi.com and Entemizi.Com’s iOS/Android applications (collectively, the “Platform”) (“User”), upon the User’s electronic acceptance.

1.2. Accessing/using the Platform means the Agreement has been read, understood and unconditionally accepted. Each party is referred to individually as a “Party” and jointly as the “Parties”.

ARTICLE 2 – Definitions

User: Any natural or legal person registered on the Platform.

Service Seeker (Buyer/Employer): A User who requests and purchases services via the Platform.

Service Provider (Cleaner/Company/Seller): A User who submits offers and provides cleaning and related services via the Platform.

Request: A need created by the Service Seeker specifying date/time, address and scope.

Offer: The Service Provider’s price, scope, duration and any special terms for a specific Request.

Total Offer Price: The total amount quoted by the Service Provider.

Total Offer Price = Prepayment (Platform Fee) + Remaining Service Price.

Prepayment / Platform Fee: The intermediation/infrastructure service fee paid to Entemizi.Com at order creation.

Remaining Service Price: The amount paid directly by the Service Seeker to the Service Provider on the service day (cash/POS/wire, etc.).

Content: Any text, image, rating, review, profile data uploaded by Users.

ARTICLE 3 – Subject, Purpose and Scope

3.1. Entemizi.Com is an intermediary service provider under Law No. 6563 and enables matching/offers between third parties for cleaning and related services.

3.2. Entemizi.Com is not the provider/seller of the services listed on the Platform and is not a party to any distance service agreement concluded between the Service Seeker and the Service Provider.

3.3. Entemizi.Com hosts content without a general obligation to monitor; it may remove/restrict content in case of suspected non-compliance with law.

ARTICLE 4 – Membership, Account Security and Verification

4.1. Membership requires being 18+ (natural person) or an authorised representative (legal entity).

4.2. The User acknowledges, declares and undertakes that identity/contact information is accurate and up to date and that the User is personally responsible for username/password security.

4.3. For integrity and safety, Entemizi.Com may request identity/contact verification and additional documents; the account may be suspended until provided.

ARTICLE 5 – Process (Request → Offer → Selection → Prepayment → Service Day Remaining Payment)

5.1. Request: The Service Seeker creates a Request with date/time, address and scope.

5.2. Offer: The Service Provider submits an Offer (may state a validity period).

5.3. Selection & Prepayment (Platform Fee): The Service Seeker confirms the chosen Offer by paying the Prepayment. The Prepayment is only for Entemizi.Com's intermediation/infrastructure service; it is not the collection of the remaining service price.

5.4. Remaining Payment on Service Day: The Remaining Service Price is paid directly by the Service Seeker to the Service Provider on the service day. Entemizi.Com does not intermediate, escrow or guarantee the collection of the remaining amount.

5.5. Performance & Communication (phone sharing): The service is performed at the scheduled date/time. Entemizi.Com discloses the Parties' phone numbers to each other; coordination, address confirmation, delay/obstacle notices and additional requests are handled directly by the Parties. No in-platform messaging service is provided. Entemizi.Com is not responsible for the Parties' communications/promises/side agreements.

5.6. Scope & Materials: Cleaning chemicals/equipment, key/access procedures, building/site rules, pets, restricted areas, delicate surfaces and any extra time/fee needs are agreed in advance by the Parties. Entemizi.Com makes no commitment on these matters.

5.7. Risks & Possible Issues: Lack of access, wrong address, key/door issues, heavier-than-expected dirt/extra time needs, material/method mismatch, damage/loss, theft allegations, health/emergency, traffic/transport delays, etc. are resolved between the Parties. Any extra time/fee arises only with the Parties' written/oral mutual consent. Entemizi.Com is not a party to such disputes and has no duty to intervene.

ARTICLE 6 – Pricing, Invoicing and Tax

6.1. Prepayment / Platform Fee: The intermediation fee paid to Entemizi.Com at order creation. It may vary by category, season, campaign and operational conditions; Entemizi.Com may update it with at least 7 days' prior notice.

6.2. Invoicing:

Prepayment: Entemizi.Com issues the invoice/receipt in accordance with applicable law.

Remaining Service Price: The Service Provider issues the invoice/receipt; Entemizi.Com is not a party to this commercial relationship and is not an invoicing intermediary.

6.3. Tax Obligations: All taxes (income/VAT/withholding, etc.) are borne by the Service Provider and/or the Service Seeker, depending on the nature of the work and their legal status.

6.4. Acknowledgement-Declaration-Undertaking: The User acknowledges, declares and undertakes that the User knows, is aware of and will follow their own legal/tax/accounting obligations; if a trader, the User will act with the prudence of a prudent merchant; if not a trader, the User will act as a reasonable person in line with the principle of good faith. Entemizi.Com has no obligation to track legislation, make filings/payments or provide advice.

ARTICLE 7 – Authorisations, Permits, Qualifications and Insurance (Separation from Employment Relationship)

7.1. Intermediation: Entemizi.Com is not an employer, employer's representative, staffing provider, subcontractor or commission agent; it only provides a matching service. Any employment/service relationship formed between the Parties and all consequences thereof (wages, benefits, leave, termination, severance, etc.) are the sole responsibility of the Parties.

7.2. Permits/Licences/Certificates/Qualifications: Depending on the service (e.g., biocidal/chemical use, special waste disposal, chimney/roof/scaffold/working at height, garden/open-area cleaning requiring municipal/site permissions, noise time limits, ventilation/fire requirements, etc.), certain permits/licences/certificates may be mandatory.

The Service Provider holds and keeps current all required permits/licences/certificates/qualifications;

The Service Seeker fulfils property/building/site/local-authority permission/notification obligations;

Both Parties know, are aware of and will follow the applicable legislation themselves; if a trader, will act as a prudent merchant; if not, as a reasonable person.

Entemizi.Com is not a party/follower of these processes and gives no compliance guarantee.

7.3. Domestic Work – Social Security: When working with an individual in domestic services, social security contributions/occupational health & safety obligations may arise depending on the nature and duration of work (e.g., limited notification-work accident premium for under 10 days/month; Social Insurance (4/a) for 10 days or more). These obligations rest entirely with the relevant Party. The User acknowledges, is aware of and will follow such obligations and act accordingly. Entemizi.Com does not provide/undertake insurance policies.

7.4. Risk & Liability: Work accidents, occupational disease, health/emergency, loss of limb, death, damage/loss and all related risks/consequences lie between the Service Seeker and Service Provider depending on the relationship; Entemizi.Com is not responsible.

ARTICLE 8 – Rules of Use and Prohibitions

8.1. Arranging transactions via the Platform without paying the Prepayment, or attempts to circumvent the Prepayment, are prohibited.

8.2. Phone numbers disclosed to the Parties are only for service coordination; they may not be shared with third parties or used for marketing/unsolicited communications.

8.3. Misleading/incomplete content, excessive pricing, spam, malware, scraping, unlawful collection of personal data, hate speech/insults are prohibited.

8.4. Entemizi.Com reserves the right to remove content, suspend/terminate accounts and pursue legal remedies in case of violations.

ARTICLE 9 – Ratings, Reviews and Ranking

9.1. Ratings/reviews must reflect genuine experience and comply with law and the principle of good faith.

9.2. Suspected manipulation/incentivised reviews may be removed; attempts to mislead the algorithm are prohibited. Entemizi.Com is not responsible for review content.

ARTICLE 10 – Intellectual and Industrial Property

10.1. Trademarks, software, design and all intellectual/industrial rights on the Platform belong to Entemizi.Com; unauthorised use is prohibited.

10.2. The User acknowledges, declares and undertakes that the User owns the rights to the uploaded content and will not infringe third-party rights. The User grants Entemizi.Com a non-exclusive licence to publish the content on the Platform.

ARTICLE 11 – Limitation of Liability and Disclaimer

11.1. Entemizi.Com is not liable for the quality, timely/exact performance or safety of services, for loss/damage, theft, harm caused by cleaning chemicals, health/emergency matters, non-payment of the remaining price and similar disputes.

11.2. Entemizi.Com is not a party to the Parties' contractual/employment relations; issues such as wages/benefits/leave rest with the Parties.

11.3. Entemizi.Com has no duty to track legislative changes; the User knows, is aware of and will follow their own obligations and will act as a prudent merchant (if a trader) or a reasonable person (if not).

11.4. Despite reasonable technical/organisational measures, Entemizi.Com cannot be held liable for interruptions, data loss, cyber-attacks or indirect damages.

ARTICLE 12 – Prepayment, Cancellation & Refund (Reference)

12.1. Refunds and timelines regarding the Prepayment are governed by the "Cancellation & Refund Policy", which is binding for orders.

12.2. Any cancellation/refund/discount relating to the Remaining Service Price must be resolved solely between the Service Seeker and the Service Provider; Entemizi.Com is not a party.

ARTICLE 13 – Data Protection and Cookies

13.1. Personal data are processed in line with the KVKK Information Notice; Cookie Policy applies to cookies. Explicit consent mechanisms are provided for non-essential processing.

ARTICLE 14 – Changes, Suspension and Termination

14.1. For security/compliance reasons, Entemizi.Com may suspend/terminate accounts.

14.2. The Agreement may be unilaterally updated in accordance with applicable law; changes are announced on the Platform. Fee/price changes are announced at least 7 days in advance.

14.3. The User may close the account at any time; closure does not affect statutory retention/book-keeping obligations.

ARTICLE 15 – Force Majeure

15.1. Unforeseeable events such as natural disasters, epidemics, war, changes in law, widespread infrastructure failures, strikes/lockouts constitute force majeure. If such circumstances last 30 (thirty) days, either Party may terminate the Agreement. Entemizi.Com is not liable for non-performance arising from force majeure.

ARTICLE 16 – Notices and Evidence Agreement

16.1. All notices and correspondence under this Agreement are made by e-mail as a rule; Entemizi.Com does not provide in-platform messaging. For day-to-day operational coordination (address confirmation, delay, additional request, etc.), the Parties shall use the phone numbers disclosed to each other; however, contractual/legal matters (objections, termination, demands, submission of documents, etc.) must be sent by e-mail.

— Entemizi.Com notice address: info@entemizi.com (if required, registered e-mail (KEP): newturk@hs01.kep.tr).

— User's notice address: the e-mail provided at registration (the User must notify any change within 7 days; otherwise the previous address remains valid).

— Deemed delivery: If there is no server error/bounce, e-mails are deemed delivered on the day sent; at the latest by close of business on the next working day.

16.2. Entemizi.Com's commercial books and records and server/database logs constitute conclusive evidence under Turkish Code of Civil Procedure (HMK) Art. 193.

ARTICLE 17 – Dispute Resolution

17.1. Amicable resolution and communication have priority.

17.2. For legal disputes, Istanbul Anatolian Courts and Enforcement Offices have jurisdiction.

ARTICLE 18 – Interpretation, Severability and Entirety

18.1. The invalidity/unenforceability of any provision shall not affect the validity of the remaining provisions.

18.2. This Agreement and the referenced documents (Information Notice, Cookie Policy, Cancellation & Refund Policy, etc.) shall be applied as a whole.

ARTICLE 19 – Effective Date, Term and Survival

19.1. Initial Effective Date: 11 October 2023. Updated versions take effect on the date they are published on the Platform.

19.2. Term: The Agreement is of indefinite duration and remains in force as long as the User uses the Platform/maintains membership.

19.3. Termination & Survival: Termination/expiry of this Agreement for any reason does not affect provisions that, by their nature, should survive, including intellectual property, limitation of liability, evidence agreement, dispute resolution/jurisdiction, references to applicable policies, tax/debts and due receivables, and retention obligations

regarding privacy/personal data; such provisions remain in force.

User Statement

The User acknowledges and declares that the User has read and understood this Agreement and all referenced documents; is aware of and familiar with Platform operations (Prepayment model), allocation of responsibilities and obligations; knows, is aware of and will follow the User's own legal/tax/permit-licence/certificate/insurance obligations; if a trader, will act as a prudent merchant; if not a trader, will act as a reasonable person in line with the principle of good faith; and that Entemizi.Com only provides an intermediation service and is not a party to remaining payments/the outcomes of the Parties' working relationship. The User further accepts that the Agreement's initial effective date is 11 October 2023, that it remains in force indefinitely from the date the User registered, and that provisions which must survive by their nature shall remain effective even after termination/expiry.