

Service Provider Agreement

ENTEMİZİ.COM SERVICE PROVIDER AGREEMENT

Effective Date: 11.10.2023

1. Parties and Definitions

- 1.1. EnTemizi.Com: The operator of the website entemizi.com and associated digital channels (collectively, the "Platform"). In this Agreement, EnTemizi.Com is referred to as the "Platform".
- 1.2. Service Provider: Any natural or legal person who registers on the Platform and submits quotations or provides services related to cleaning.
- 1.3. Service Recipient: A user who requests services via the Platform.
- 1.4. Advance Payment / Platform Fee: The intermediation/infrastructure fee paid to the Platform at the time of order.
- 1.5. Remaining Service Fee: The amount paid directly by the Service Recipient to the Service Provider on the service day.
- 1.6. Bidding Rules: The set of rules, published separately on the Platform, which the Service Provider must comply with when submitting quotations.

For the avoidance of doubt, EnTemizi.Com is an intermediary service provider and is not a party to the service contract/relationship between the Service Recipient and the Service Provider.

2. Subject Matter and Scope

- 2.1. This Agreement governs the Service Provider's registration on the Platform; bidding and job-acceptance processes; communication procedure; performance of the service; fees/invoicing; fair use; data protection; and liability provisions.
- 2.2. This Agreement is applied together with the Site Terms of Use & Membership Agreement, Cancellation & Refund Policy, Privacy Notice, and the Bidding Rules.

3. Membership, Verification and Account Security

- 3.1. The Service Provider declares that identity, contact, tax and (if any) company details provided are accurate and up to date.
- 3.2. The Platform may, for trust and integrity purposes, request identity/contact verification and additional documents; profile approval may be paused and the account temporarily restricted until such information is supplied.
- 3.3. The Service Provider is responsible for the username/password and account security.

4. Workflow (Request → Bid → Selection → Advance Payment → Service Day)

4.1. The Service Recipient creates a request with date/time and scope information.

4.2. The Service Provider submits a bid in accordance with the Bidding Rules.

4.3. The Service Recipient makes a selection and completes the order with the Advance Payment (which constitutes only the Platform's service fee).

4.4. The Remaining Service Fee is paid directly to the Service Provider on the service day. The Platform does not hold funds in escrow, does not intermediate the flow of the remaining fee, and provides no collection guarantee.

5. Communication Procedure

5.1. The Platform does not provide an internal messaging service. After an order is created, the parties' phone numbers become mutually visible and communication is conducted directly by the parties.

5.2. The parties are responsible for any conversations, promises, appointment changes and side agreements between them; EnTemizi.Com is not a party to any undertakings and obligations arising from such communications.

5.3. Phone numbers and personal data may be used only for coordination of the relevant order; sharing with third parties and unsolicited commercial communications are prohibited.

6. Binding Nature and Scope of the Bid

6.1. Any bid must be realistic and performable with respect to price, duration, crew, materials and exclusions.

6.2. If a site visit/additional information is required, this must be expressly stated in the bid text.

6.3. After selection, arbitrary price changes are not permitted, save for items outside the agreed scope.

6.4. The Bidding Rules form an integral part of this Agreement.

7. Performance and Quality of Service; Security, Property and Duty of Care

7.1. The service shall be performed diligently and professionally on the agreed date and time.

7.2. If materials are supplied by the Service Provider, appropriate and safe products shall be used, and manufacturer instructions and safety warnings shall be observed.

7.3. Protection of Property/Chattels: The Service Provider shall exercise utmost care to avoid damage to the Service Recipient's belongings and property. Access to private/closed areas (drawers, cupboards, safes, etc.) without permission is prohibited.

7.4. Theft and Damage: Allegations of theft, loss or damage are primarily matters between the Service Recipient and the Service Provider; the Platform is not a party. The Service Provider shall indemnify losses arising from acts/omissions of the Service Provider and any personnel engaged by it.

7.5. Morals and Safety: It is prohibited to perform services under the influence of alcohol/drugs; to engage in improper communications; to violate privacy; or to behave in a similar manner.

7.6. In case of incomplete/defective performance, rectification/rework shall be provided within a reasonable time.

8. Cancellation, Postponement and No-Show

8.1. Any need by the Service Provider to postpone/cancel shall be notified to the Service Recipient within a reasonable time.

8.2. Failure to attend the appointment without notice (no-show) is unacceptable; repeated instances may result in visibility restrictions and/or account suspension.

8.3. Force majeure (verifiable health/accident etc.) is reserved.

8.4. Refund terms regarding the Advance Payment are set out in the Cancellation & Refund Policy. As to the Remaining Service Fee, requests for cancellation/refund/discount shall be resolved between the Service Recipient and the Service Provider.

9. Fees, Invoicing and Tax Obligations

9.1. The invoice/receipt for the Advance Payment is issued by the Platform.

9.2. The Service Provider is responsible for issuing invoice/receipt for the Remaining Service Fee.

9.3. Income tax, VAT, withholding and any other statutory obligations rest with the Service Provider pursuant to applicable law.

10. Fair Use, Protection of the Platform and Anti-Circumvention

10.1. Activities intended to circumvent the Advance Payment; fake accounts; spam/automated bidding; deceptive content; and review/rating manipulation are prohibited.

10.2. To protect trust and user experience, the Platform may remove content and apply appropriate measures including visibility restrictions and temporary/permanent suspension.

10.3. The parties shall refrain from conduct intended to circumvent the Platform's processes/fee flows in dealings with customers met via the Platform. Repeated violations may result in account suspension and recourse to appropriate legal remedies.

10.4. Protection of Platform Reputation: No statements or publications that are false, misleading, or constitute unfair competition may be made about EnTemizi.Com; dissemination of inaccurate/distorted information, baseless complaints and systematic disparagement are prohibited. Truthful and proportionate criticism in line with good-faith principles is reserved.

10.5. Review/Rating Rules: Self-reviews; leaving reviews by impersonating third parties; organizing incentivized/paid reviews; mass/organized manipulation; and false statements are prohibited.

10.6. Use of Brand and Promotions: The name, trademarks, logos and visual elements of EnTemizi.Com may not be used without permission; no impression may be given of being an employee/representative of the Platform; no domain name/social media account likely to cause confusion may be opened; no misleading publicity that harms the brand and reputation may be made. Written consent of the Platform is required for advertisements or promotions.

10.7. Press/Social Media Statements: Press releases, bulletins, interviews and similar publications that could bind the Platform require the Platform's written approval. Statutory obligations are reserved.

10.8. Confidential Information: The Platform's operating methods, technical information about its software, business processes, pricing/algorithms, and administration panel screens are trade secrets and may not be disclosed to unauthorized third parties.

11. Limitation of Liability

11.1. EnTemizi.Com is not liable for disputes between the parties, including service quality, timely/exact performance, loss/damage, theft, harm arising from use of chemicals, health/emergency situations, and non-payment of the remaining fee.

11.2. EnTemizi.Com is not a party to employment/labour claims.

11.3. The Service Provider agrees to indemnify the Platform for reasonable losses, costs, administrative fines and attorneys' fees that the Platform may incur due to claims brought by third parties against the Platform.

11.4. The Platform shall not be held liable for outages, data loss, cyber-attacks and consequential damages that may occur despite reasonable technical/administrative safeguards.

11.5. Judicial/Administrative Process: In cases of suspected theft/damage, the parties may directly apply to law-enforcement/judicial authorities; upon lawful request the Platform may share records in its possession.

12. Personal Data and Privacy

12.1. Personal data are processed in accordance with KVKK and the relevant privacy notices; cookie usage is subject to the Cookie Policy.

12.2. Phone numbers and personal data may be used only for coordination of the relevant order; sharing with third parties and unsolicited commercial communications are prohibited.

13. Intellectual Property

13.1. All rights in the Platform's trademarks, designs, software and content belong to the Platform or its licensors.

13.2. The Platform's elements may not be copied, reproduced or reverse-engineered without authorization.

14. Force Majeure

14.1. Events beyond the parties' control and unforeseeable—natural disasters, epidemics, war, strikes, electricity/infrastructure outages and similar—are considered force majeure.

14.2. Obligations are suspended during force majeure; notification within a reasonable time is essential.

15. Assignment and Subcontractors

15.1. The Service Provider may not assign rights or obligations under this Agreement without the Platform's written consent.

15.2. The Service Provider is jointly and severally liable for the acts of its personnel/subcontractors.

16. Severability and Waiver

16.1. Invalidity of any provision shall not affect the validity of the remaining provisions.

16.2. Failure to exercise any right shall not constitute a waiver of that right.

17. Notices and Service of Process

17.1. The e-mail/phone addresses declared on the Platform constitute the addresses for notice, and notices via these channels are legally valid.

17.2. Unless updated on the Platform, notices sent to former addresses shall be deemed valid.

18. Effective Date, Amendments and Termination

18.1. This Agreement enters into force on the date it is published on the Platform, and the current version is available on the Platform.

18.2. The Platform may update this Agreement for security/compliance reasons; amendments take effect upon publication.

18.3. In case of breach, the Platform reserves the right to restrict or terminate the account temporarily/permanently.

19. Dispute Resolution and Jurisdiction

19.1. The laws of the Republic of Türkiye shall apply.

19.2. Mandatory mediation provisions applicable to commercial disputes are reserved.

19.3. Competent jurisdiction: Istanbul (Central) Courts and Enforcement Offices.

20. Declarations and Undertakings of the Service Provider

The Service Provider:

- (a) declares that the information submitted to the Platform is accurate and up to date;
 - (b) shall perform services in compliance with law, diligently and professionally;
 - (c) shall exercise utmost care for protection of property/chattels, shall not commit theft, and shall not use/transport items without permission;
 - (d) shall not enter private/closed areas without permission, and shall respect privacy;
 - (e) shall not perform services under the influence of alcohol/drugs; shall comply with building/site rules and occupational health & safety regulations;
 - (f) acknowledges that bids are realistic and binding, and that arbitrary price changes are not permitted except for items outside scope;
 - (g) shall conduct communication directly once phone numbers are visible; shall not share contact details with third parties; and shall not use them for unsolicited commercial communications;
 - (h) is responsible for issuing invoices/receipts for the Remaining Service Fee and for tax obligations;
 - (i) is jointly and severally liable for acts of personnel engaged and shall indemnify losses arising from fault/breach;
 - (j) shall refrain from attempts to circumvent the Platform's processes/fee flows;
 - (k) undertakes to protect the reputation of EnTemizi.Com, to refrain from false/misleading/unfair-competition statements; to refrain from unauthorized use of the Platform's marks and signs; and to refrain from review/rating manipulation;
 - (l) acknowledges that the Agreement's inception/publication/effective date is 11.10.2023; that from the date of the Service Provider's registration it remains in force for an indefinite term during the use of the Platform; and that provisions which by nature should survive termination shall remain in force after termination,
- and hereby accepts, declares and undertakes all of the above.

21. Electronic Consent

21.1. Clicking buttons such as "Register", "Submit Bid", "Accept", etc., and continued use of the Platform signify that this Agreement and the referenced documents have been read and accepted electronically.