

Aşağıda metnin tamamını, madde yapısını ve hukuki kapsamını koruyarak İngilizceye çevirdim. 18–20. maddelerde Türkçe kaynak metindeki numaralandırma kaymasını İngilizce metinde düzelttim; içerik çıkarmadım veya eklemedim.

WEBSITE TERMS OF USE

Publication / Last Updated: 25 August 2026

Version: 1.0

1. SCOPE, PARTIES AND DEFINITIONS

These Website Terms of Use (“Terms of Use”) govern the terms and principles applicable to the use of <https://albahotels.com.tr>, together with all subdomains and web pages associated with this domain (the “Site”), through which information, promotional, communication, reservation and other digital services relating to hotels operating under the **ALBA HOTELS** brand are provided.

The legal entity responsible for the operation of the Site is **DEMİRLER EĞİTİM SANAYİ VE TİCARET ANONİM ŞİRKETİ**. The legal entity providing the relevant accommodation or tourism service through the Site may be the company operating the **ALBA HOTELS** property that is the subject of the reservation. In these Terms of Use, depending on the nature of the relevant transaction, the Site operator and/or the relevant hotel operator shall be referred to jointly or separately as “**ALBA HOTELS**” or the “**Company**”.

Persons who visit the Site, obtain information through the Site, complete forms, communicate with the Company, request quotations or reservations, or otherwise benefit from digital services offered through the Site shall be referred to as the “**User**”.

The User is obliged to use the Site in accordance with the applicable laws and regulations of the Republic of Türkiye, these Terms of Use, and any other policies, privacy notices, reservation, payment, cancellation and service terms presented on the Site in connection with the relevant transaction.

With respect to reservations made through the Site, the price, payment, cancellation, amendment, no-show, accommodation and other specific reservation conditions separately presented to the User during the reservation process shall apply with priority. These Terms of Use do not replace any agreement or conditions specifically presented to the User in relation to a reservation.

2. USE OF THE SITE AND LEGAL CAPACITY OF THE USER

The Site is made available for the purposes of obtaining information about **ALBA HOTELS** properties and services, reviewing accommodation options, viewing campaigns and services, communicating with the Company and, where the relevant functions are available, completing online reservation transactions.

A User who makes a reservation or carries out any other legal transaction through the Site represents and acknowledges that:

1. they have the legal capacity required to carry out the relevant transaction;
2. they are capable of assuming the legal and financial consequences of the transaction carried out through the Site;
3. where they make a reservation or carry out a transaction on behalf of a third party, they have the necessary authority to do so; and
4. the information they provide through the Site is accurate, current and complete.

The relevant User shall be responsible for consequences arising from incorrect, incomplete or misleading information provided by the User, or from the unauthorised use of information belonging to third parties, to the extent such consequences cannot be attributed to the Company.

This provision shall apply without prejudice to the mandatory provisions of applicable legislation, particularly **Turkish Code of Obligations No. 6098**, concerning the formation of contracts, representation, declarations of intent and legal capacity.

3. RESTRICTIONS ON USE AND PROHIBITED ACTIVITIES

The User may use the Site solely for lawful and legitimate purposes.

In this context, the User shall not:

1. engage in any activity that compromises the security of the Site, servers, databases, reservation systems or connected information systems;
2. obtain or attempt to obtain unauthorised access;
3. conduct unauthorised vulnerability research, scanning or testing of the Site;
4. circumvent authentication, authorisation or other security mechanisms;
5. use malware, viruses, Trojan horses, worms, bots or similar code or technologies;
6. carry out denial-of-service or distributed denial-of-service attacks;
7. engage in automated or manual activities that disrupt the ordinary operation of the Site;
8. conduct unauthorised scraping, crawling, data harvesting, data extraction or bulk data collection;
9. carry out unauthorised reverse engineering, decompilation or similar operations on the Site's source code or object code;
10. impersonate another person or organisation;
11. create false, fraudulent or bad-faith reservations, reservations intended for commercial resale, or reservations inconsistent with ordinary booking behaviour;
12. submit through the Site any content that violates the law, public order, personal rights, intellectual or industrial property rights, or any other rights of third parties; or
13. conduct advertising, promotional, spam or similar commercial activities without the Company's prior permission.

If such activities are detected, the Company reserves the right to restrict or block access, preserve security records, and take any necessary legal or technical measures.

All civil and criminal remedies arising under the provisions of **Turkish Penal Code No. 5237** concerning unauthorised access to information systems, interference with or disruption of systems, destruction or alteration of data, and offences committed through information systems, as well as **Law No. 5651** and other applicable legislation, are reserved.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The intellectual and industrial property rights relating to the Site's design, user interface and database structure, as well as all content and elements available on or through the Site, including:

trademarks, logos, trade names, domain names, designs, photographs, videos, texts, graphics, catalogues, advertising and promotional materials, software, HTML code, source and object code, algorithms, databases, audio and visual recordings, and all other content and elements,

belong, depending on the nature of the relevant right, to **ALBA HOTELS**, the relevant companies operating under the **ALBA HOTELS** brand and/or their licensors or other third-party rights holders.

These rights are protected under national legislation, particularly **Law No. 5846 on Intellectual and Artistic Works** and **Industrial Property Law No. 6769**, as well as international treaties to which the Republic of Türkiye is a party.

Without the prior express written permission of the relevant rights holder, the User may not reproduce, copy, process, modify, adapt, publish, communicate to the public, distribute, commercially use on another physical or digital medium, license or make available to third parties all or any part of the Site or its content.

Access to the Site does not constitute the grant to the User of any licence, transfer or right of use in relation to the trademarks, logos, trade names, designs, software or other intellectual or industrial property elements of **ALBA HOTELS**.

The Company reserves all civil and criminal remedies in the event of infringement of its intellectual and industrial property rights.

5. INFORMATION REGARDING HOTELS, ROOMS AND SERVICES

The Site may contain descriptions, photographs and other visual or audio content relating to **ALBA HOTELS** properties, room and accommodation types, restaurants, bars, swimming

pools, beaches, SPA and wellness areas, children's areas, sports and entertainment activities, concepts and other services.

The Company exercises reasonable care to ensure that such content is accurate and kept up to date.

However, due to operating conditions, seasonality, weather conditions, maintenance and renovation activities, changes in furniture or decoration, landscaping, operational requirements and similar circumstances, there may be differences between photographs or promotional content displayed on the Site and the actual conditions at the property, provided that such differences do not alter the essential nature of the service.

Unless a specific room number, floor, location, view, bed type or other preference is expressly stated to be guaranteed at the time of reservation, such requests shall be evaluated subject to availability and the operational capabilities of the property.

Mandatory obligations arising under **Tourism Encouragement Law No. 2634**, regulations concerning the certification and qualifications of tourism facilities, **Law No. 6502 on Consumer Protection**, and other applicable tourism and consumer legislation are reserved.

6. PRICE, CAMPAIGN AND RESERVATION INFORMATION

Prices, campaigns, benefits, packages and reservation conditions offered on the Site are subject to the specific terms applicable to the relevant service and reservation date.

Before a reservation is completed, the User shall, to the extent possible within the relevant reservation process, be provided with information concerning:

the property, accommodation dates, room or accommodation type, number of guests, board basis or concept, total price, applicable taxes and charges, and payment, cancellation and amendment conditions.

The reservation conditions specifically presented to and accepted by the User during the reservation process shall apply with priority to the relevant reservation.

The Company may modify prices and campaigns that have not yet been confirmed. However, rights arising from confirmed reservations and mandatory consumer protection legislation are reserved.

Where there is an obvious material pricing error resulting from a system, software or data-entry error, the Company shall notify the User without delay and take the appropriate action in accordance with applicable legislation.

This provision may not be interpreted in a manner that eliminates the consumer's statutory rights arising from a confirmed transaction.

Accommodation of Guests Under 18 Years of Age

Procedures relating to the accommodation of guests under 18 years of age at the property are carried out in accordance with the procedures and principles determined by the property for the purposes of protecting the best interests of the child, ensuring the child's safety and verifying parental or legal guardian authority.

Where a guest under 18 years of age will stay at the property without their parent or legal guardian, the original notarised letter of consent issued by the parent or legal guardian must be submitted to the property during the reservation process and/or at check-in.

Where parental custody is exercised jointly by the mother and father:

- if the child is staying with the mother, the father's consent to the child's stay may be requested;
- if the child is staying with the father, the mother's consent to the child's stay may be requested.

Where both parents are staying at the property but the child will stay in a separate room accompanied by a family friend, friend, relative or other third party, a notarised letter of consent jointly issued by both parents must be submitted.

Where neither parent is present at the property and the child will stay accompanied by a family friend, friend, relative or another third party, a notarised letter of consent jointly issued by both parents must likewise be submitted where parental custody is exercised jointly.

Where custody belongs solely to either the mother or father, where parental authority has been restricted or removed, where a guardian has been appointed, or where another special legal circumstance exists, the property may require the relevant circumstances to be evidenced by a court decision, custody document, guardianship order or other official documentation.

If the required letter of consent and/or other documents are not submitted, if there is doubt concerning the authenticity or scope of such documents, or if the accommodation is considered unsuitable in terms of the child's safety, the property reserves the right to refuse the reservation, decline to complete the check-in process, or request additional information and documentation.

Personal data submitted to the property within the scope of letters of consent and related documentation shall be processed in accordance with **Personal Data Protection Law No. 6698 ("KVKK")** and applicable legislation for the purposes of carrying out accommodation procedures, fulfilling legal obligations and, where necessary, establishing, exercising or protecting a legal right.

7. ONLINE RESERVATION INFRASTRUCTURE

Online reservation services offered through the Site may be provided using the Company's own information systems as well as the technical infrastructures of other reservation, technology, integration, channel management or payment service providers authorised by **ALBA HOTELS**.

The User may be redirected to such reservation infrastructures through links such as "Rezervasyon Yap", "Book Now", "Hemen Rezervasyon Yap" or similar buttons displayed on the Site.

The fact that a reservation is technically completed through a third-party platform or infrastructure does not eliminate the responsibilities of the hotel operator providing the relevant accommodation service under applicable legislation.

The point at which the reservation becomes binding shall be clearly communicated to the User during the reservation process according to the selected rate plan, payment method and reservation conditions.

For reservations requiring advance payment or payment confirmation, confirmation of the reservation may be conditional upon successful completion of the relevant payment or verification process.

Reservation confirmations, amendments, cancellations and other notifications may be sent to the email address or telephone number provided by the User or through the reservation system.

The User is responsible for reviewing the information presented during the reservation process before completing the reservation.

8. PAYMENT SYSTEMS AND CARD SECURITY

Payment, advance payment, pre-authorisation, card verification or reservation guarantee transactions carried out through the Site or reservation system may be processed through the secure infrastructures of contracted banks, payment institutions or authorised payment service providers.

Where payment information is transmitted directly to a bank or authorised payment institution, card information shall be processed through the secure payment infrastructure of the relevant service provider.

The Company implements technical and administrative measures appropriate to the nature of the risk in order to ensure the security of payment and reservation processes within the information systems under its control.

The User represents that they are authorised to carry out transactions using the relevant payment instrument and that the payment information used lawfully belongs to them or that they have been authorised to use such information.

Where a suspicious transaction, unauthorised card use, suspected fraud or information security risk is identified, the reservation or payment transaction may be subject to verification in accordance with applicable legislation and the rules of the relevant payment service providers.

9. PROTECTION OF PERSONAL DATA

Personal data processed within the scope of the Site and the services offered through the Site shall be processed in accordance with **Personal Data Protection Law No. 6698 (“KVKK”)** and applicable legislation.

Personal data shall be processed in accordance with the general principles set out in Article 4 of the KVKK and, depending on the nature of the processing activity, on the basis of one or more of the personal data processing conditions specified in Articles 5 and 6 of the Law.

Information regarding which data controller processes the User’s personal data, the purposes and legal grounds of processing, the methods of collection, the persons to whom and purposes for which the data may be transferred, and the rights available under Article 11 of the KVKK shall be explained in the relevant **Privacy Notice Regarding the Processing of Personal Data** applicable to the specific processing activity.

Where personal data is transferred abroad, the current cross-border data transfer regime set out in Article 9 of the KVKK, relevant secondary legislation and regulatory instruments published by the Turkish Personal Data Protection Authority shall be taken into account.

Pursuant to Article 12 of the KVKK, the Company takes the necessary technical and administrative measures to ensure an appropriate level of security in order to:

1. prevent unlawful processing of personal data;
2. prevent unlawful access to personal data; and
3. ensure the proper storage and protection of personal data.

Data processing activities necessary for the provision of reservation, communication and accommodation services shall be distinguished from activities carried out for advertising, marketing and commercial electronic communication purposes.

Where explicit consent constitutes the applicable legal basis for processing, such consent shall be obtained separately as a freely given, informed and specific indication of the data subject’s wishes concerning a particular matter.

10. COOKIES AND SIMILAR TECHNOLOGIES

Cookies and similar digital technologies may be used on the Site.

Where personal data is processed through cookies, such processing shall be carried out taking into account applicable legislation, particularly Articles 4, 5, 9, 10 and 12 of the KVKK, the

Guidelines on Cookie Practices published by the Turkish Personal Data Protection Authority, and relevant decisions of the Personal Data Protection Board.

Strictly necessary cookies required for the operation of the Site or for the provision of an information society service expressly requested by the User may be used without explicit consent where an appropriate legal basis exists for the relevant data processing activity.

Functional, performance/analytics, advertising and marketing cookies requiring explicit consent shall operate only on the basis of the User's active preference.

Cookies subject to explicit consent shall not be enabled by default, and an opt-in mechanism requiring an active expression of the User's will shall be implemented.

To the extent necessary, the User shall be provided with options such as:

“Accept”, “Reject” and “Manage Preferences”

to enable a genuine and freely given choice regarding cookie categories.

The User may subsequently modify preferences based on explicit consent or withdraw previously given explicit consent.

Detailed information regarding the name, type, purpose, retention period, first-party or third-party nature of cookies and, where applicable, cross-border transfers of personal data shall be provided in the **Cookie Policy / Cookie Privacy Notice**.

11. COMMERCIAL ELECTRONIC COMMUNICATIONS

Commercial electronic communications for advertising, promotion, campaigns, benefits, events and marketing purposes shall be sent in accordance with **Law No. 6563 on the Regulation of Electronic Commerce**, the **Regulation on Commercial Communication and Commercial Electronic Messages**, and other applicable legislation.

Where consent is required under applicable legislation for the sending of commercial electronic communications, such consent shall be obtained separately.

Use of the Site or use of reservation services may not be made conditional upon consent to receive commercial electronic communications for advertising and marketing purposes.

The User has the right to modify or withdraw their commercial electronic communication preferences through the methods prescribed by applicable legislation.

12. THIRD-PARTY WEBSITES AND DIGITAL SERVICES

The Site may contain links to websites or digital services belonging to banks, payment institutions, map providers, social media platforms, analytics service providers and other third parties.

Unless expressly stated otherwise, the inclusion of such links on the Site does not imply the existence of any partnership, representation, guarantee or endorsement relationship between the relevant third party and **ALBA HOTELS**.

Once the User accesses a third-party website or platform, the User may become subject to that third party's own terms of use, privacy policies and data processing practices.

The Company is not responsible for the content, security or independent activities of third-party websites outside its control.

However, the Company's statutory obligations concerning the selection, use or integration of third parties, as well as liability arising from fault attributable to the Company, remain reserved.

13. INFORMATION SECURITY AND CYBERSECURITY

ALBA HOTELS implements appropriate technical and administrative measures to ensure the security of the Site and connected information systems within its control, taking into account the current state of technology, the nature and cost of processing activities, and existing risks.

Such measures may include, where appropriate, access and authorisation controls, user authentication mechanisms, logging, patching and update processes, malware protection, secure communication protocols, backups, incident management, supplier security and other information security measures.

The User is responsible for ensuring the security of their own device, operating system, browser, internet connection, email account and access credentials.

Users are advised to verify suspicious emails, payment requests, messages or links appearing to have been sent on behalf of **ALBA HOTELS** through the official communication channels of **ALBA HOTELS** before taking any action.

Where a potential information security or personal data breach is identified, the incident shall be assessed in accordance with applicable legislation and the Company's incident response procedures. Where required, notifications shall be made to the relevant persons and competent authorities within the procedures and time limits prescribed by applicable legislation.

14. ARTIFICIAL INTELLIGENCE, AUTOMATED SYSTEMS, DATA MINING AND AUTOMATED PROCESSING OF CONTENT

The systematic copying, extraction, reproduction or processing of texts, images, videos, data, databases, prices, room information, promotional content and other materials owned by **ALBA HOTELS** or lawfully used by **ALBA HOTELS**, for purposes including:

training commercial artificial intelligence models, creating datasets, large-scale data mining, automated content generation, incorporation into machine learning systems, or similar purposes,

shall be subject to the prior written permission of the relevant rights holder, without prejudice to mandatory exceptions permitted under applicable legislation.

Lawful ordinary indexing activities carried out by search engines are excluded from the scope of this provision.

15. ELECTRONIC RECORDS AND EVIDENCE

Within the scope of transactions carried out through the Site and reservation systems connected to the Site:

reservation records, transaction logs, security records, date and time information, email notifications, reservation confirmations, payment and transaction verification records, consent records and other electronic records may, provided that they have been lawfully created and obtained, be submitted as evidence in the resolution of disputes in accordance with **Code of Civil Procedure No. 6100** and applicable legislation.

This provision does not mean that any such record constitutes sole or conclusive evidence and does not restrict consumers' statutory rights concerning proof and evidence.

The creation, retention and use of logs and other electronic records constituting personal data shall be carried out in accordance with the KVKK and applicable legislation.

16. AVAILABILITY OF THE SITE, MAINTENANCE AND TECHNICAL DISRUPTIONS

The Company exercises reasonable care to ensure that the Site is provided in a secure, accessible and functional manner.

However, access to all or part of the Site may be temporarily interrupted due to maintenance, updates, infrastructure works, internet or telecommunications outages, power failures, failures affecting third-party service providers, cyberattacks or other technical circumstances beyond the Company's reasonable control.

The Company may temporarily modify, restrict or disable access to part of the Site for reasons of security, maintenance, technical development, regulatory compliance or operational requirements.

Cases where the Company is liable due to its own fault or under mandatory legislation are reserved.

17. LIMITATION OF LIABILITY

The Site and the content available on the Site are provided for the purposes of providing information regarding **ALBA HOTELS** services and enabling Users to access the relevant services.

The Company exercises reasonable care to ensure that the content of the Site is accurate and up to date.

The Company shall not be held liable, to the extent no fault is attributable to it, for consequences arising from technical disruptions beyond its control, telecommunications outages, problems caused by the User's own device or connection, or the activities of independent third-party systems.

Nothing in these Terms of Use shall be interpreted as excluding or limiting:

1. the Company's liability arising from wilful misconduct or gross negligence;
2. the mandatory rights of consumers arising under **Law No. 6502** and applicable legislation;
3. the rights of personal data subjects arising under the KVKK; or
4. any other liability that cannot legally be limited or excluded.

18. FORCE MAJEURE

Where the Site or services offered through the Site become temporarily unavailable due to natural disasters, earthquakes, fires, floods, epidemics, war, terrorism, civil unrest, strikes, decisions of public authorities, widespread disruptions to transportation or communications infrastructure, serious cyberattacks or similar events beyond the reasonable control of the parties, the rights and obligations of the parties shall be assessed according to the nature of the event and applicable legislation.

The consequences of force majeure on contractual obligations shall be assessed within the framework of the provisions of **Turkish Code of Obligations No. 6098** concerning impossibility of performance, hardship and other relevant provisions.

This Article does not eliminate the User's mandatory consumer rights arising from a confirmed reservation or accommodation service.

19. AMENDMENTS TO THE TERMS OF USE

The Company may update these Terms of Use due to changes in legislation, decisions of judicial or administrative authorities, technological developments, information security requirements, changes to Site functions or changes in business processes.

The current version shall be published on the Site and the date of the latest update shall be indicated.

With respect to a reservation or other contractual transaction, subject to mandatory requirements arising under applicable legislation, the terms presented to the User at the time the relevant transaction was carried out and incorporated into that transaction shall apply.

Continued browsing of the Site alone shall not constitute consent in relation to transactions for which applicable legislation requires separate explicit consent, approval or an active declaration of intent.

20. SEVERABILITY AND NO WAIVER

If any provision of these Terms of Use is determined by a competent court or authority to be wholly or partially invalid, unlawful or unenforceable, this shall not affect the validity of the remaining provisions.

Any invalid or unenforceable provision shall, to the extent possible, be interpreted in a manner consistent with applicable legislation and as closely as possible to the legal and economic purpose intended by that provision.

The Company's failure to exercise any right available to it under these Terms of Use in a particular instance shall not constitute a waiver of that right.

21. GOVERNING LAW AND DISPUTES

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Türkiye.

For Users qualifying as consumers, the jurisdiction and competence rules prescribed by consumer legislation, particularly **Law No. 6502 on Consumer Protection**, shall apply. Consumers' rights to apply to competent consumer arbitration committees, consumer courts and other authorities prescribed by applicable legislation are reserved.

Where a dispute is subject to mandatory mediation as a prerequisite to legal proceedings, the applicable mediation legislation shall apply.

For disputes that do not constitute consumer transactions, and where the parties are persons legally permitted to enter into a valid jurisdiction agreement pursuant to Article 17 of **Code of Civil Procedure No. 6100**, the **Courts and Enforcement Offices of Antalya** shall have jurisdiction.

22. EFFECTIVE DATE

These Website Terms of Use shall enter into force on the date they are published on the Site.

The User agrees to comply with the rules of use set out in these Terms of Use while using the Site.

However, access to or mere browsing of the Site shall not constitute:

1. explicit consent for the processing of personal data where such consent must be obtained separately;
2. consent to the use of non-essential cookies;
3. consent to receive commercial electronic communications for advertising and marketing purposes; or
4. contractual acceptance in relation to reservations or other agreements where separate acceptance is required.

Where required by applicable legislation, such transactions shall be carried out through separate, explicit electronic consent or acceptance mechanisms specific to the relevant transaction.

ALBA HOTELS

Website Terms of Use

Publication / Last Updated: 25 August 2026

Version: 1.0