

## TERMS OF CARRIAGE AND DISTANT ELECTRONIC TICKET SALES AND BUYER CONTRACT

### RESERVATION AND TICKET CONDITIONS AND TERMS OF CARRIAGE

- 1 – Tickets are personal and not transferable to any other party.
- 2 – Tickets are refundable only for the issued day until 24.00 PM. No changes can be made after scheduled departure time. Can a ticket be neither cancelled nor refunded after scheduled departure time.
- 3 – The BUYER should present the credit card which was used during transactions (on the SELLER's internet website) at time of the check-in at the port of departure.
- 4 – Open return tickets are valid for 1 year since the issued date.
- 5 – The passengers who travel with their vehicle, must have a valid green card to exit the Turkish customs. If the owner of the car does not perform the journey, the driver needs a warrant which is signed by the car's owner.
- 6 – BUYER confirms to be ready at the port 1 hour prior to the departure time of the ferry.
- 7 – The SELLER holds the right to make any change on scheduled departure times and dates.
- 8 – BODRUM courts are authorized for arbitration due to any conflict arising from this contract under valid tariff and current Turkish Law and legislation.
- 9 – Sailing schedules may be interrupted, changed and crossing times extended or trips cancelled due to adverse weather conditions or operational circumstances beyond the SELLER's control. The SELLER cannot accept liability for any costs (including transport, accommodation or meal costs) or inconveniences caused by such delays and/or cancellations.
- 10 – Pregnant women of 6 (or more) months are not allowed to travel aboard SELLER's ferries for their own safety.
- 11 – The SELLER is not liable for any injury and/or death and/or damage and/or loss to luggage, other personal belongings or cars aboard the ferries unless any of the incident(s) above is proved to be the result of the SELLER's fault or negligence at a court in BODRUM. The SELLER is not liable if the incident resulted from an act of war, terrorism,

hostility, insurrection, a natural phenomenon, adverse weather or sea conditions or was wholly caused by an act or omission done with the intent to cause the incident by a third party.

12 - Carrier cannot be held liable for missing or lost personal belongings.

13 – Ticket fare covers the transportation between embarkation and disembarkation ports. No other services are covered by ticket fare if the SELLER has not charged any extra fee. Fares are effective for the declared routes only.

14 – Fares and expenses may be paid with an internationally convertible currency that the SELLER accepts. Any currency conversion will be based on Turkish State Bank's foreign currency buying rates if the fares/fees are paid with a different currency other than the one stated on the SELLER's internet website.

15 – The SELLER does not guarantee numbered seat assignment. BUYERS accept to choose any available seat.

16 – Greek government does not require visa from the holders of Green and service passports for the Turkish Nationals.

17 – Ordinary passport holders must have a valid Schengen visa prior to embarkation to the ferry.

18 – BUYERS those have KKTC entry stamps on their passports, are not allowed to travel to Greece.

19 – It is dangerous and forbidden to embark and disembark the ship unless the ramp is fully prepared for embarkation/disembarkation and crew grants approval following necessary security precautions' readiness.

20 – If passenger acts like he/she is endangering the ship or any other person or any good or belonging; or if he/she prevents the crew from doing their duties or not following crew members' orders; or if he/she causes reasonable objections of other passengers; seller can take any precaution including capture of passenger in order to prevent continuity of such kind of act.

21 – Passengers should not leave their seats whilst the ship is sailing and/or manoeuvring for berthing. Passengers must follow the warning announcements during the voyage. Seller cannot be charged for any injury and material damages which caused by not obeying to these rules.

22 – The SELLER is not liable for any injury and/or death and/or damage and/or loss to luggage, other personal belongings or cars aboard the ferries unless any of the incident(s) above is proved to be the result of the SELLER's fault or negligence. Liability of seller could be reduced or totally abolished in accordance with the statute's provisions if passenger has contributory negligence.

23 – Seller is not responsible for any damage to fragile or perishable items in luggage, money, jewellery, precious metal, silverware, bills and other valuable commercial paper, passport and other identifications.

24 – Seller will not be responsible for death, illness, injury or disability of a passenger whose age, mental or physical condition creates a risk or damage for him/herself and his/her condition.

25 – One way ticket holding passengers must purchase a return ticket should they be denied entry into Greece and forced to return to Turkey by the Greek Immigration Authorities.

26 – One way ticket holding passengers must purchase a return ticket should they be denied entry into Turkey and forced to return to Greece by the Turkish Immigration Authorities.

27 – Schengen visa required passport holders traveling to Greece, accept and undertake that; they have no "KKTC (North Cyprus Turkish Republic) stamps" on their passports and that they will pay all fines imposed by Greece, due to refusal of entry resulting from such stamps, and that they have been notified of this in advance accordingly.

29 – Passenger accepts and undertakes that; there are no obstacles such as expiry, validity, coverage, dates, number of entries, duration of

stays or similar attributes on her/his passport, visa, residence permit or other travel documents for her/his entry into Greece and that he/she will pay all fines imposed by Greece, due to refusal of entry, resulting from such non-comformities, and that she/he has been notified of this in advance accordingly.

30 – Tickets with legs on different seasons will be charged with “first departure date’s” seasonal price.

31 – Return date can not be changed on tickets issued with a confirmed date. 32 – Availability can not be guaranteed for return date on open-return tickets. 33 – Open Return tickets' return date and time must be confirmed with our agents one day before departure.

Contact details of our agency in Kos:

ARION TRAVEL

Address: 8 Kanari Street Kos, Greece

Tel: +30 22420 49930

## DISTANT ELECTRONIC TICKET SALES AND BUYER CONTRACT

### ARTICLE 1 - PARTIES:

#### 1.1 - SELLER:

Title : BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş. (BODRUM FERİBOT)

Adres: Çarşı Mah. Barış Meydanı No:30 Bodrum/Muğla/Türkiye

Tel: +90 252 316 08 82

Email: info@bodrumferibot.com

Mersin No: 0178007555200011

will be called as "SELLER" hereinafter.

## 1.2 - BUYER

The individual who shall be provided with BUYER transportation service affixed to purchasing "BUYER carriage ticket" via "<https://www.onlineferibot.com>" website which shall be issued according to the collected information through this site.

In case the credit card holder and the service's interlocutor are different, both identities shall be considered as this contract's responsible parties due to the following certitudes detailed below; Credit card holder; The service's recipient due to using the credit card in order to purchase this service, BUYER; in view of receiving the service individually and having his/her personal details on the prepared ticket those collected through this website.

Hence, both parties accept above statements and confirm to obey to their obligations / rights / fulfilment those elicited by this contract.

BUYER confirms the truthfulness of the information which provided and acknowledges obeying to all the arrangements indicated in this contract.

## ARTICLE 2: WEB SITE

SELLER's website address for the BUYER transportation ticket which is sold under the conditions of this contract is "<https://www.onlineferibot.com>", that domain will be called as "internet website" hereinafter.

## ARTICLE 3: SUBJECT OF CONTRACT

This contract determines both, rights and obligations of the parties under the Law on Protection of Consumers numbered 4077 and Regulation on Operation Principles and Procedures of Distant Selling

Contracts (dated 27.11.2014) in relation to the sale and delivery of BUYER carriage ticket and conditions of which are indicated under this contract and requested by the BUYER electronically via <https://www.onlineferibot.com> website which is owned by the SELLER.

#### ARTICLE 4- PROVISION AND DEFINITION OF GOODS/PRODUCTS/SERVICES THOSE STATED IN THE CONTRACT:

The product described throughout this contract is electronic ticket for BUYER transportation by a ferry. The ticket consists of the SELLER's company name, company title, full adres, telephone numbers, internet contact details, MERSIS number and the basic charactestics of the contracted service. The ticket is also consists of data about its cost, payment method, embarkation place, disembarkation place, date of transportation, departure time that exists on SELLER's internet website at the time of completion of the process. The ticket shall be sent to the BUYER's email address. The BUYER is considered to have received the delivery of the ticket "online" which is stated in the contract as soon as the progress is accomplished on the SELLER's internet website. The BUYER accepts and declares to obey to all the regulations stated in this contract upon the purchase process has been completed.

#### ARTICLE 5 - DECLARATIONS AND WARRANTIES OF THE BUYER

The BUYER declares that he/she has read the initial information about the ticket, price and the payment method which is subject of this contract. The BUYER declares that he/she has given all the necessary confirmation in the electronic environment. The BUYER confirms and guarantees to comply with this contract's articles along with his/her payment obligation upon receiving the sale confirmation.

The BUYER guarantees and accepts that without any denunciation, the SELLER may abolish all the rights and obligations of himself/herself in case of BUYER's non-compliance with the regulations of this contract and not fulfilling his/her obligations accordingly.

Any kind of loss is completely and precisely under the BUYER's responsibility those may be originated due to not complying with this contract.

The purchased ticket within the scope of this contract is only for the person whose name is on it and can be used personally. The BUYER confirms and guarantees the accuracy of the information that he/she has input to the website and he/she is the person whose name is printed on the ticket. No other person except whose name is printed on the ticket that purchased via this contract, can request the services from the SELLER. The BUYER's name must definitely be the person's name who has visited the website in order to purchase the ticket according to the information that was input to the website. The BUYER confirms and guarantees that without any denunciation, the SELLER may abolish all the rights and obligations of himself/herself those specified within this contract in case the name on the ticket and the actual person whom using the ticket is different.

#### ARTICLE 6 - DISAVOWAL RIGHT

The buyer does not have the right to deflect due to the fact that the articles indicated under chapter three of the regulation which arranges "THE USE OF DEFLECTION RIGHTS AND OBLIGATION OF THE PARTIES", can not be applied to "PASSENGER CARRIAGE SERVICES".

#### ARTICLE 7 - REJECTION AND LIMITATION OF TRANSPORTATION

Seller can refuse to transport any BUYER and/or the luggage for security reasons or by using his discretion, according to the occurrence of following situations;

– In case behaviour or age or mental or physical condition of a BUYER oblige seller to take additional steps to complete the carriage,

- In case a BUYER disturbs crew or other BUYERs or causes danger or risk of injury and or damage to other people or their belongings,
  
- In case the BUYER refuses security control,
  
- In case the BUYER is under effect of narcotic substances and/or medical treatment which may be detrimental for other people,
  
- Any other situation which is not stated within this CONTRACT but entitles the seller to refuse the transportation.

There will be no refund to any BUYER in case of refusal of the transportation.

#### ARTICLE 8 : ITEMS WHICH ARE NOT ALLOWED AS LUGGAGE:

1 – No ammunition and firearms except sport and hunting types can be carried as luggage. Arms and ammunition those for sport events, can be carried as registered luggage. Firearms must be safety-locked and properly packed and delivered to the Master upon boarding the ferry. Such belongings will be returned to the BUYER prior to the disembarkation.

2 – The SELLER may refuse to carry a material as baggage in accordance with its size, shape, weight and content.

3 – The SELLER may refuse the carriage of any material if such items are not properly packed in a suitcase, bag or other packing forms.

4 – BUYERs have the right for free baggage within internationally accepted limits.



5 – BUYERs may take the delivery of their baggage after all the baggages are unloaded from the ferry at the disembarkation port.

6 – Any material or substance like illegal drugs/narcotics cannot be carried. The full responsibility of such illegal drugs belongs to the BUYER.

#### ARTICLE 9 - CARRIAGE OF PETS:

1 – Pets; like cats and dogs (except the outrageous dogs like American Pitbull Terrier, American Staffordshire Terrier, Bull Terrier, Staffordshire Bull Terrier, Japanese Tosa, Dogo Argentino, Doberman, Rottweiler) those have a valid international vaccination and health card besides any other document which Greek government requires, can be accepted for carriage in case both parties agreed in advance.

2 – Acceptance of pets' carriage is only possible if the owner of the pet takes full responsibility. The SELLER will not be responsible in case Greek government does not allow entry of the pet and if following facts occur; Death of the pet, sickness of the pet, delay due to the refusal of entry by the authorities, loss of any kind (moral or corporal or financial).

#### ARTICLE 10 - CANCELLATION OF THE TRAVEL AND REFUND CONDITIONS:

1 – The BUYER cannot ask the SELLER to alter any detail (i.e. BUYER name, date, time and itinerary) on the electronic ticket which is purchased in accordance with this contract's rules. The BUYER accepts and guarantees that there will be no request to the SELLER for any change after the completion of the sale.

2 – No refund is made to any BUYER in case of; Authorities' refusal to the person trying to leave the country, expired visa, not having a valid visa.

#### ARTICLE 11 - CONDITIONS OF USE OF INTERNET WEBSITE:

1 – The website which is the subject of this contract is solely owned, conducted, organized and under the full possession of/by BODRUM

FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) Any visitor of the website that visits the website is considered as accepted all the rules of usage of the website along with articles of the contract. BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) holds the right to modify/alter/change/remove any information on the website including any article of the contract. Updates will be in force as soon as they are broadcasted on the website.

2 – Reservation and ticketing conditions along with cancellation policy are published on our website.

3 – It is possible to place third parties' websites' links on the website. BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) is not responsible nor warrants the accuracy of the information accessed on the third parties' websites. Any loss those may occur due to use of such websites is under the BUYER's full responsibility.

## ARTICLE 12 - PRIVACY

### 12.1 Privacy Policy

Any personal information you supply to BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) when you use this website will be used in accordance with BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT)'s Privacy Policy.

### 12.2 Privacy Procedure

This policy statement provides information on our obligations and policies under the Personal Data (Privacy). We confirm that we shall meet fully and comply with the requirements of the Ordinance. In doing so, subject to the personal information collection statement below, we will use our endeavour to ensure compliance by our staff with the strictest standards of security and confidentiality and shall keep safe any and all personal data collected by us. This Web site may contain links to other sites, and we make every effort to link only to sites that share our

high standards and respect for privacy. However, we are not responsible for the content or the privacy practices employed by other sites.

### 12.3 Personal Data Collection

By using this web site, you agree to the collection and use of information available on or through this site (including your personally identifying information) by BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT), its affiliates, partners, contractors and agents.

It is necessary for you to supply us with personally identifiable information relating to you which may include but not limited to your name, identification card number, address (the "Data") from time to time in connection with using our value-added service including, but not limited to, placing an order for our product and service.

Failure to supply the Data may result unable us to provide the required services.

The purposes for which Data may be used are as follows,

- Processing your bookings/orders and managing your account with us.
- Marketing our services or related products.
- Compiling aggregate statistics.
- Maintaining contact lists for correspondence,
- Compiling commercial statistics and analysis on Site usage,.
- For identity, verification and records.

All data held by us will be kept confidential but we may release the data to a third party when such release is reasonably necessary to satisfy the purpose or a directly related purpose for which the data was collected and to:

- Comply with the applicable laws and regulations.
- Enforce any of the Terms & Conditions herein.
- Protect the rights, property or interest of BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş. (BODRUM FERİBOT) and/or other users of this Site.

Our forms, where you send the data to us with, are protected by SSL (Secure Socket Layer) technology, an encrypted communication channel, during the transmission. Once we receive such information, we will maintain this information according to our usual strict security and confidentiality standards. To take advantage of SSL, your browser must support this technology and you have to enable the SSL options in your browser.

Under our normal practice, the data you entered will be retained by us only as long as it is necessary for the needs of our business process or legal requirements.

Due to the fact that we are constantly improving our sites, there may be developments in how we use your data - all such developments will be promptly notified to you in this policy.

#### 12.4 Privacy of Booking Records

When you make a booking, you will be given a booking reference (PNR). This booking reference given to you during the booking will also appear on the ticket of each person in your booking. This booking reference should be kept confidential at all times. Others may have access to your booking details in case you fail to keep your booking reference confidential. If you are traveling with others and would not like your individual booking details accessed by them, you may prefer to make a separate booking for yourself. BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) cannot be held liable in any way for access of the others to your booking reference. The

BUYER is completely responsible for keeping his/her booking reference confidential and BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) cannot be held not undertaking any responsibility whatsoever.

## 12.5

Buyer should not share his/her credit card information with third parties. Buyer accepts that he/she will not share his or her credit card information with anybody, and the seller is not liable from the use of this information by any other parties. Buyer accepts and confirms that seller is not liable directly or indirectly for buyer's credit card information's safety, saving, keeping off third parties, using of third parties and any other matter similar to these.

## ARTICLE 13 - FAILURE TO PAY AND LEGAL CONSEQUENCES

Turkish Law applies for all conflicts arising from this contract. Bodrum Courts are authorized for arbitration of conflicts.

## ARTICLE 14 - ALTERATION

BODRUM FERİBOT İŞLETMECİLİĞİ TİCARET A.Ş.(BODRUM FERİBOT) can alter all or a part of provisions of the rules if necessary.

## ARTICLE 15 – PROVISION

The buyer will be counted as “accepted” all the rules stated in this agreement in case the order is firmly placed. The applicable rules will remain applicable if any other rule of this agreement appears to be inappropriate for application.