

ADESE GAYRİMENKUL YATIRIM A.Ş.
Oumu Beach House
CANCELLATION AND REFUND POLICY

ARTICLE 1: PARTIES AND DEFINITIONS

This Agreement is entered into by and between ADESE GAYRİMENKUL YATIRIM A.Ş. Oumu Beach House Hotel Enterprise, located in Marmaris, Türkiye (hereinafter referred to as the "Operator" or the "Hotel"), and the user who books a reservation via the website <https://oumubeachhouse.com/> (hereinafter referred to as the "Customer" or the "Consumer"), upon the Customer clicking/checking the electronic confirmation box in a digital medium.

ARTICLE 2: RESERVATION AND ACCOMMODATION PRINCIPLES

2.1. The Customer shall stay in the room type designated in the confirmation (reservation-accommodation) e-mail between the dates selected via the website. Any request to extend the duration of the stay is subject to the Hotel's room availability and the payment of an additional charge calculated over the prevailing room rates applicable on the relevant date.

2.2. The accommodation fee covers only those services expressly stipulated as "included" during the booking process (e.g., bed and breakfast, etc.). All extra food, beverages, recreational activities, and incidentals beyond the scope of included services are subject to separate fees and must be paid in full by the Customer upon check-out.

2.3. Pursuant to the internal facility regulations; bringing into the premises any odorous, leaking, flammable, or explosive items, any objects likely to cause a nuisance to the surrounding environment, as well as cutting, piercing, or firearms, and any domestic or wild animals, is strictly prohibited.

2.4. The Operator reserves the right to require a designated cash deposit or place a pre-authorization hold on the Customer's credit card during check-in procedures as security for any potential damage the Customer may cause to room fixtures or common areas of the facility, as well as for extra food, beverages, activities, and other incidental expenses incurred during the stay. If, at the conclusion of the stay, no damage or outstanding incidental expenses exist, the collected cash deposit shall be refunded in full, or the credit card pre-authorization hold shall be released in accordance with applicable banking procedures. If the Customer refrains from or refuses to fulfill this pre-authorization/deposit obligation during check-in, the Operator reserves the right to deny the Customer admission to the premises, treat the booking under "No-Show" rules, and retain/apply contractual liquidated damages accordingly.

ARTICLE 3: CANCELLATION, REFUND, AND MODIFICATION TERMS (NO-SHOW RULES)

3.1. Cancellations by the Consumer : Except in cases of force majeure (defined strictly as the severe illness of the Customer or their first-degree relatives preventing their customary occupation for at least ten (10) consecutive days, or their demise, duly certified prior to the scheduled check-in date by an official medical board report issued by a fully-equipped state hospital):

- If a cancellation request is submitted no later than seven (7) days prior to the check-in date, the entire accommodation fee paid shall be refunded to the Customer. For payments settled via credit card, the refund shall be credited to the Customer's card without deduction, in accordance with applicable banking procedures.
- For cancellation or modification requests submitted between seven (7) days (inclusive) and

forty-eight (48) hours prior to the check-in date, or in the event that the Customer fails to check in (No-Show), a deduction equivalent to 50% of the total accommodation fee shall be applied and retained by the Operator as liquidated damages / contractual penalty without requiring any calculation of additional operational loss, and the remaining balance (if any) shall be refunded to the Customer.

- If fewer than forty-eight (48) hours remain prior to the scheduled check-in date, no requests for cancellation or modification of the reservation shall be accepted; the entirety of the accommodation fee/charge shall be retained and forfeited by the Operator, and no refund shall be issued under any title or pretext whatsoever.

3.2. Cancellations by the Operator : Where deemed necessary by the Operator (such as facility breakdown, operational impediments, etc.), the Operator may partially or fully modify or cancel the reservation, provided that written notice is served on the Customer no later than seven (7) days prior to the commencement of the reservation. If the Customer does not accept these modifications, the Customer is entitled to cancel the reservation and receive a full refund of the total fee paid.

3.3. Complaints and Early Departure : If the Customer intends to terminate the stay prematurely on the grounds that the services rendered at the facility are allegedly defective or non-conforming, the Customer must notify the Hotel Management / Reception desk of such claims and complaints immediately prior to departure by way of a written and countersigned formal report (tutanak). The Operator must be granted a reasonable period (not less than six (6) hours) to cure the alleged deficiency. If, within this period or in circumstances where the defect cannot be remedied, the Operator offers an equivalent or higher-category room (substitute accommodation), the Customer may not vacate the premises by rejecting such substitute room without just and substantiated cause. If the Customer vacates the facility without awaiting the contractual cure period, rejects the substitute accommodation without just cause, or departs prematurely without executing a written formal report, the Customer shall be deemed to have accepted the service in full and without defect; in such circumstances, the Customer may not claim a refund for the remaining days or demand any damages or compensation. Even where the Customer has served written notice of a complaint regarding the performance of the service, if the Customer continues to remain at the facility and utilize the services, no claim for damages or price reduction/refund shall arise, pursuant to the principles of good faith and partial performance of the contract.

3.4. Non-Accrual of Interest on Refunds : No interest whatsoever shall accrue or be applied to any refunds to be remitted to the Customer.

ARTICLE 4: LIMITATION OF LIABILITY AND FORCE MAJEURE

4.1. The Operator shall not be held legally liable for any theft, loss, or damage that may occur during the Customer's stay at the premises arising out of the Customer's own fault, negligence, or breach of the duty of care regarding personal belongings (such as failure to deposit valuable papers, cash, and jewelry in the in-room electronic safe, or failure to lock room and balcony access doors).

4.2. The Operator shall not be held liable for any failure or delay in the performance of this Agreement due to events of force majeure occurring in the region where the hotel is located between the reservation dates, including natural disasters such as earthquakes, floods, or fires, as well as wars, martial law, strikes, civil protests, epidemics, or governmental restrictions arising from international relations. In the event that the Hotel is rendered unable to provide services due to force majeure, the fee paid by the Customer shall be refunded in full without deduction; provided, however, that no entitlement to interest or additional compensation shall arise.

4.3. The use of the **facility's beach, pier/jetty, mooring buoys, and marine areas** is entirely at the Customer's sole risk and responsibility. The Operator shall not be liable for any bodily injury or physical harm that may occur as a result of entering the sea or jumping from the pier after consuming alcohol, during adverse weather conditions, or contrary to lifeguard instructions or facility warning

notices. The Customer is solely responsible for ensuring the full safety and security of any personal or chartered marine vessels moored to the pier or buoy, as well as for taking all requisite precautions in conditions such as storms or severe weather. It is mandatory that said vessels maintain valid insurance coverage, and the Hotel assumes no strict liability or contractual liability under marina, berthing, or mooring services. No claim, action, or liability may be asserted against the Operator for any pecuniary or non-pecuniary damages that may be sustained by third-party or customer vessels in these areas.

4.4. As a general rule, pets are not admitted to the facility. However, pursuant to applicable statutory regulations, **certified "Guide Dogs"** accompanying guests with disabilities and **supported by valid official certificates and veterinary health records are exempted from this restriction.** In such case, the Customer shall be directly liable for any damage, loss, or disturbance that the guide dog may cause to third parties or the premises.

4.5. The use of athletic and sports facilities (fitness center, tennis and padel courts, etc.) and equipment located within the facility is entirely at the Customer's sole risk and **responsibility.** The Customer acknowledges in advance that their physical fitness and state of health are suitable for participating in these activities. The Operator bears no civil or criminal liability for any injuries, physical harm, impairment of health, or bodily damages that may arise in these areas as a result of the Customer's own fault, negligence, physical inadequacy, or misuse of equipment contrary to operating instructions or safety rules.

ARTICLE 5: ELECTRONIC CONSENT AND EVIDENCE AGREEMENT

5.1. The Customer shall be deemed to have accepted, declared, and undertaken the terms and conditions of this Agreement in advance upon completing the booking process on the website and ticking the "I Have Read, Understood, and Agree" checkbox. Because this transaction constitutes a distance contract, no wet-ink signature is required; this electronic consent generates all legal consequences identical to an agreement physically executed between the Parties.

5.2. All electronic mails, SMS messages, and system log records generated and exchanged between the Parties shall constitute conclusive evidence pursuant to Article 193 of the Code of Civil Procedure (Law No. 6100) (delil sözleşmesi).

ARTICLE 6: DISPUTE RESOLUTION AND JURISDICTION

In any disputes arising out of or in connection with this Agreement, the Consumer Arbitration Committees and Consumer Courts located at the domicile of the Customer or at the registered location of the Operator (Marmaris) shall have jurisdiction within the monetary limits established annually by the Ministry of Trade. In commercial reservations where the booking party does not hold the statutory status of a consumer, the Courts and Enforcement Offices of Marmaris shall have exclusive jurisdiction.