BOOKLOGİC PERSONAL DATA PROTECTION AGREEMENT

This Personal Data Protection Agreement ("Agreement") regulates the rules and conditions for the processing of personal data transferred to the Hotel within the framework of Booklogic online reservation system, within the scope of GDPR (European Union General Data Protection Regulation) and KVKK (Personal Data Protection Law No. 6698).

1.   PARTIES

-Booklogic Bilgi Tek. ve Tur. Ltd. Şti.

Fulya Mah. Mehmetçik Cad. No 24 Fulya Mecidiyeköy, İstanbul, Türkiye

(''data sender or Booklogic'')

With

- Hotel (Hotel trade name is the title defined to the online system) (Real or legal person who accesses the Online Reservation System with the Hotel username and password)

("data area" or "hotel")

Between, During the Hotel's use of the online reservation system, this contract has been read and accepted and entered into force.

In this Agreement, Booklogic and the Hotel may be referred to as the "Party" separately and together as the "Parties"

2. DEFİNİTİONS

Legislation: KVKK (Law on Protection of Personal Data No. 6698), GDPR European Union General Data Protection Regulation and relevant sub-regulations and application rules

Board: Personal Data Protection Board

Personal Data: Any information relating to an identified or identifiable natural person,

Personal data of special nature: Data about the race, ethnic origin, political opinion, philosophical belief, religion, sect or other beliefs, disguise and dress, membership to associations, foundations or trade unions, health, sexual life, criminal convictions and security measures, and biometric data. and genetic data,

Data Sender: Booklogic, the data controller that transfers the personal data to the data field,

Data Subject: Data controller hotel, which receives personal data from the data sender and processes it on its behalf in accordance with the articles of this contract,

Data Controller: It refers to the party that determines the purposes and means of the Processing of Personal Data and is responsible for the establishment and management of the data recording system. For the purposes of this Agreement, both the Data Sender and the Data Receiver shall be deemed as the Data Controller.

3.SUBJECT AND SCOPE OF THE AGREEMENT

This Agreement; In order to protect the fundamental rights of individuals and to determine the reciprocal rights and obligations of the Parties, regarding the processing of personal data (which includes all personal data entered into the system whether or not accommodation takes place at the

Hotel) that is/can be transferred to the Hotel via the Booklogic online reservation system. has been signed.

Personal Data sharing will be carried out verbally, in writing or electronically and by other means, as per the business relationship between the Parties. The parties are obliged to take all kinds of measures stipulated in the relevant legislation on the protection of personal data, regardless of the transfer.

The parties comply with the provisions of the KVKK in every process regarding the sharing of Personal Data, They accept, declare and undertake that they are obliged to comply with the relevant legislation and the provisions of this Agreement. In addition, the Parties are obliged to ensure compliance with the relevant EU legislation on the protection of personal data in cases where personal data belonging to European Union ("EU") citizens are shared.

4.LIMITED USE FOR PURPOSE

4.1. Personal Data may be processed by the data subject exclusively for the purpose of providing the services specified in the Contract. Any processing of Personal Data outside the aforementioned scope will be subject to the specific consent of the person concerned.

4.2. The Data Recipient will keep the Personal Data at its own discretion, and the transfer of the Personal Data by the data recipient to third parties in the country and abroad, including the transfer of the data to a third party due to the use of third party services, is prohibited unless there is a written agreement between the Parties.

4.3. Upon the expiry of the Agreement, the Data Subject will delete and destroy all kinds of media and records in his own possession, where the Personal Data is recorded. As far as receiving data, will be able to keep Personal Data for as long as necessary within the scope of its legal obligations.

5. DATA SECURITY

5.1. The Data Subject is obliged to take the necessary measures to prevent unauthorized access to the Personal Data by its own personnel and third parties and to prevent the use of the Personal Data other than for the purpose of transferring it to him. The data subject accepts and declares that the measures to be taken within this scope will not be less than the measures taken for the security of the personal data stored by a prudent trader operating in the current legislation (if any) or similar fields in any case.

5.2. In cases where Personal Data is transferred to a third party as permitted in this Agreement by the Data Subject, the data subject shall be responsible for ensuring the data transfer in a secure manner. In case of any unauthorized access to the Personal Data or the Personal Data becoming accessible by third parties in any way in violation of this Agreement, the data subject shall immediately notify the data subject and the data sender, and in order to minimize the damage arising from this situation. It will take any action requested by Booklogic or the KVK Board, and will provide information, documents and support without delay.

5.3. The Data Subject is obliged to inform its personnel and, if any, the personnel of its subcontractor, in writing, regarding the processing of Personal Data, regarding the matters stipulated within the scope of this Agreement. In case the mentioned personnel act in violation of the regulations in the Agreement or the legislation, the data taker will be jointly and severally liable for the damages.

6. DATA SUBJECT'S RIGHTS

6.1. The Data Subject is obliged to fulfill the requests of the data owner regarding the rights arising from the Legislation regarding all personal data accessed through the Booklogic online reservation system within 3 (three) working days.

6.2. If the data owner makes a request directly from the Data Subject in any way, a written response will be given immediately (within 2 working days in any case) regarding the request.

7. AUDIT

The Data Recipient party shall provide all kinds of information and documents to be requested by the Board in a timely and accurate manner in the audits to be carried out within the scope of the authorizations given to the Personal Data Protection Board within the scope of Article 22 of the KVVK, and the records and records in all kinds of electronic, magnetic and similar media related thereto. It is responsible for keeping and operating all systems and passwords necessary for accessing and making the records readable.

The Data Subject accepts and declares that it is subject to the control of the Data Controller and the KVK Board in terms of Personal Data processing within the scope of the Contract. As a result of the said inspections, if it is determined that the data subject has violated its obligations regarding Personal Data, this situation will be immediately remedied by the data subject, and in case of any damage due to this reason, the responsibility will belong to the data subject.

8. LEGAL LIABILITY

8.1. The Data Subject is obliged to act in accordance with all regulations, regulations, procedures and principles in force regarding the protection of personal data, especially the Law and Board decisions.

8.2. If a change is required in the processes of the data subject due to any change or update that may occur within the scope of the aforementioned regulations, the data subject is obliged to complete the said change at the latest before the new/current regulation enters into force. If the aforementioned regulation requires a change within the scope of this Agreement, the parties shall amend the Agreement accordingly. The provision of the Agreement requiring amendment will be implemented in accordance with the current legislation as of the effective date, even if no action has been taken by the parties in this regard.

8.3. To take all the measures regulated in the KVKK regarding the protection of the Personal Data received and learned during the performance of this Agreement, to ensure its confidentiality, to act in accordance with the principles of confidentiality, to prevent the use of this information by unauthorized persons, to destruction, deletion, destruction given by the data controller, It is obliged to take all kinds of physical and technical measures to fulfill anonymization requests completely and without exception and to protect it from all kinds of abuse. This obligation of the parties will continue until the end of the destruction period of the data obtained, even if this protocol is terminated.

8.3. The Data Recipient agrees, declares and undertakes to immediately notify the data sender in a secure way, in the event that the Personal Data is obtained by others illegally and/or there is an obstacle to the processing of the Personal Data. Otherwise, the data receiving party will be responsible for any damage directly or indirectly incurred by the data sender.

The Data Subject accepts and declares that he/she is responsible for the damages of the Data Owner in case of violating the provisions of the Contract regarding Personal Data, and that the Data sender is

also responsible for these damages in case of any damage from these violations and will indemnify these damages.

9. APPLICABLE LAW AND AUTHORIZED COURT

This Agreement will be governed by Turkish law. Istanbul Central (Çağlayan) Courts will be authorized to settle disputes arising from the Agreement.

OTEL   **BOOKLOGİC BİLGİ TEK. VE TUR. LTD. ŞTİ.**