



SMART TRAVELLER PASS (Turkey) ("ST Pass (Turkey)")

PURCHASE AGREEMENT

1- PARTIES OF THE AGREEMENT

This Agreement ("Agreement") has been executed between and by

(i) PPL İstanbul Havalimanı Dinlenme Hizmetleri Tic. Ltd. Şti with its registered office located at "Yenişehir Mahallesi Osmanlı Bulvarı Aeropark A Blok No: 11 A İç Kapı No: 49 Pendik / İstanbul", registered to Istanbul Trade Registry with the number 266714-5, phone number: +902167060706, e-mail address: saw@plaza-network.com (hereinafter referred to as "Plaza Premium Lounge", "we", "us" and "our") as one party, and

(ii) the Buyer accepting this Agreement (hereinafter referred to as "You", "Your", "Cardholder" and "Cardholders") as the other party

on the date when the Buyer accepted this Agreement under the conditions written below.

2- DEFINITIONS

Smart Traveler Pass (Turkey):

It is a product/service offered in partnership with Plaza Premium Lounge's Smart Traveller membership program with its own terms and conditions that can be found at [www.mysmarttraveller.com/burn-partner/st-pass-turkey].

Smart Traveler: The Smart Traveler Program is the Premium Airport Services rewards program that allows its members to earn and use points during their travels within the global airport ecosystem.

Lounge Voucher : These are digital vouchers that can be accessed from the My Wallet section, where lounge service details and conditions are described according to the usage rights purchased by the Smart Traveler Pass members.

ALLWAYS Fast Pass : Both incoming and outgoing passengers at international and domestic terminals are given the right to pass without entering the general passenger queue at passport and security checkpoints.

Allways Meet & Greet Service: This refers to the Welcome & Farewell service, which includes the services of being met by a personal assistant and escorted to the flight gate.

Lounge (Private Passenger Lounge): This refers to the comfortable private passenger lounge of which scope and location may be updated by the Plaza Premium Lounge at its sole discretion, which is located in Sabiha Gökçen Airport's international or domestic terminals, which includes television, children's playground, bar, alcoholic and non-alcoholic drinks, smoking balcony, children's toilet, baby care room, rest areas, prayer room and prayer areas for other beliefs, ablution areas, toilets, open buffet service areas. These contents may vary depending on the lounge.

My Wallet : This is the section in the Smart Traveler mobile application where the earned digital vouchers are stored

3- SUBJECT OF THE AGREEMENT

The subject of the agreement is the sale of the Smart Traveler Pass (Turkey) product/service offered to the Buyer jointly with the Smart Traveler membership program of the Plaza Premium Lounge, with the terms and conditions specified in this agreement, and determining the rights and obligations of the Parties.

4- TERM AND TERMINATION OF THE AGREEMENT

4.1. Agreement will be valid for a period of 15 months from the acceptance of the Agreement by the Buyer.

4.2. If the Buyer fails to fulfill its obligations under this Agreement, including the obligations he must fulfill during the term of the Agreement, in accordance with the provisions of the Agreement, Plaza Premium Lounge will send a written notice to the Buyer.

If the issue or issues subject to the notice are not fulfilled by Plaza Premium Lounge in a way that is appropriate and within the time specified in the notice, Plaza Premium Lounge shall be authorized to terminate this Agreement or make other legal choices unilaterally without any compensation payment.

4.3. Plaza Premium Lounge reserves the right to suspend the Services indefinitely from the date of the notice to be sent to the Buyer under article 4.2 of the Agreement. In this case, the Buyer cannot claim compensation or payment under any name.

5- DECLARATIONS AND COMMITMENTS OF THE BUYER

5.1. The Buyer agrees and declares to be bound by this purchase agreement and the Terms and Conditions specified in the agreement for the ST Pass (Turkey) purchased through Sabiha Gökçen Airport Plaza Premium Domestic and International Lounges, Plaza Premium Lounge Call Center or Plaza Premium Lounge contractors.

5.2. By completing the Purchase, accessing or using ST Pass (Turkey), the Buyer declares and agrees that he/she has read, understood and agreed to be bound by these Terms and Conditions, along with all rules, policies and guidelines, including our [Privacy Policy](#) and the terms of the Smart Traveler Membership Program provided by Plaza Premium Lounge.

5.3. The Buyer agrees that Plaza Premium Lounge can make any changes unilaterally without prior notice regarding any content, and that such changes will become effective from the moment they are published on the Website or Mobile Applications. Plaza Premium Lounge reserves the right to update and change the Agreement from time to time without prior notice.

5.4. By signing this agreement, the Buyer accepts and declares that his/her personal data is provided to Plaza Premium Lounge and may be stored by Plaza Premium Lounge for the operation of the business, its services and other services or products that may be of interest to the Buyer, and for other purposes.

5.5. If the Buyer consents to the Clarification Text, which is an integral annex of this agreement, he/she also accepts that his/her personal data will be used in accordance with the relevant Clarification Text and personal data protection policies. In this context, Plaza Premium Lounge has the right to process and share the personal data of the Buyer collected through the methods determined through the channels determined in

accordance with the Clarification Text, in accordance with the Law on the Protection of Personal Data No. 6698 and the Clarification Text. The Clarification Text will constitute an integral part of the Agreement.

5.6. When the Buyer uses the Services offered through the Plaza Premium Lounge, he/she accepts, declares and undertakes to comply with all regulations, communiqués and other relevant legislation issued pursuant to the Law on the Protection of the Consumer and the relevant legislation within the scope of this law and all other relevant laws for the services within the scope of this law, as well as all kinds of laws and relevant legislation within the scope of the Services.

5.7. The Buyer agrees that only he/she and the third parties to whom he/she sends his vouchers as a gift at his/her own request can benefit from the Services. If it is determined that the Services are used by other third parties in violation of the agreement, this Agreement may be terminated immediately, without prejudice to all rights of Plaza Premium Lounge. In this case, the Buyer will not be able to demand any compensation or payment from Plaza Premium Lounge under any name.

5.8. The Buyer agrees and declares that he/she will be under an obligation to pay the Purchase Price when purchasing any Service under this Agreement.

5.9. The Buyer shall be obliged to provide Plaza Premium Lounge with additional information and documents requested by Plaza Premium Lounge during the term of the Service under this Agreement.

6- PURCHASED SERVICE AND PURCHASING FEE

6.1. ST Pass (Turkey) is a product/service offered in partnership with Plaza Premium Lounge's Smart Traveller membership program with its own terms and conditions that can be found at [www.mysmarttraveller.com/burn-partner/st-pass-turkey] .

6.2. ST Pass (Turkey) provides the Cardholders to the following services:

(a) For the ST Pass (Turkey) (5-Pass):

- (i) 5 lounge vouchers which can be used at the Sabiha Gökçen Airport Plaza Premium Domestic and International Lounges;
- (ii) 5 ALWAYS Fast Pass vouchers; These vouchers can be used at the following points:
 - a. **Domestic Departure:** Desk 1 (Main Entrance) and Desk 2 (Domestic Security),
 - b. **International Departure:** Desk 1 (Main Entrance) and Desk 3 (International Passport)
 - c. **International Arrival:** Desk 4 (international arrival passport) at the Sabiha Gökçen Airport Plaza Premium fast track points; or

(b) For the ST Pass (Turkey) (10-Pass):

- (i) 10 lounge vouchers which can be at the Sabiha Gökçen Airport Plaza Premium domestic and international lounges;
- (iii) 10 ALWAYS Fast Pass vouchers; These vouchers can be used at the following points:
 - a. **Domestic Departure:** Desk 1 (Main Entrance) and Desk 2 (Domestic Security),
 - b. **International Departure:** Desk 1 (Main Entrance) and Desk 3 (International Passport)
 - c. **International Arrival:** Desk 4 (International Arrival Passport) at the Sabiha Gökçen Airport Plaza Premium fast track points;

6.3. In addition, Cardholders shall, upon presenting the ST Pass (Turkey) number, be entitled to the following benefits within one (1) year from the date of activation of ST Pass (Turkey):

- (a) 20% discount on the walk-in fee at other lounges of Plaza Premium Lounge; and
- (b) In Sabiha Gökçen Airport Allways Welcome & Farewell Service, 30% discount for 5 ST Pass (Turkey) and 10 ST Pass (Turkey), provided that the cardholder is among the service recipients and all reservation requests are made to saw@allwaysvip.com and
- (c) In Sabiha Gökçen Airport Parking Lot usages, 20% discount for parking from the total amount to be paid for 5 ST Pass (Turkey) and 10 ST Pass (Turkey) with the presentation of the Parking Discount voucher, regardless of the number of days.

6.4. ST Pass (Turkey) fee is determined by Plaza Premium Lounge as defined in the application form and shall be paid by the Cardholder. If instalment transactions have been made using credit cards issued by banks or entity authorized to issue cards, this shall only constitute a credit sale only for the bank or entity that issued the credit card, and for Plaza Premium Lounge it shall constitute a cash sale. In the case of ST Pass (Turkey) purchased for another party, if the Cardholder and the person who will pay the ST Pass (Turkey) fee are different persons, then the person purchasing the ST Pass (Turkey) shall clearly state such arrangement to Plaza Premium Lounge during the application. The provisions contained in this Agreement and its annexed form, product/service brochure(s) and other documents are binding for all Cardholders.

6.5. The Buyer may purchase a ST Pass (Turkey) via the Sabiha Gökçen Airport Plaza Premium domestic and international lounges, Plaza Premium Lounge's call center or

contractors of Plaza Premium Lounge. When ST Pass (Turkey) is purchased, a ST Pass (Turkey) number will be given to the Buyer.

6.6. Cardholders must download the Smart Traveler mobile application and activate ST Pass (Turkey) through the application within 90 days from the date of purchase. The Buyer agrees and declares that any ST Pass (Turkey) not activated within 90 days from the date of purchase has the right to be suspended or terminated by the Plaza Premium Lounge. Cardholders are not eligible to request a refund for any suspended or terminated ST Pass (Turkey) which are not activated within 90 days following the date of purchase.

6.7. Any Cardholder who is a Smart Traveler mobile application member can access the relevant digital Vouchers from the Smart Traveler mobile application wallet (“My Wallet”) after successful activation. The Cardholder agrees to be responsible for ensuring that the Smart Traveler mobile application is properly installed and updated on their mobile device.

6.8. Sabiha Gökçen Airport Lounge and Fast Track Vouchers will be assigned to My Wallet immediately after activation according to the purchased ST Pass (Turkey) rights. Each voucher represents one usage right.

6.9. Cardholders are required to show the Voucher to the receptionist when using the Sabiha Gökçen Airport Lounges. After each lounge use, the number of lounge vouchers in your My Wallet will decrease.

6.10. Each of Departure Allways Fast Track Service vouchers is valid at the airport Allways Fast Track entrance and Allways International Passport Control (for international travel) or Allways Domestic Security Control (for domestic travel). If the Departure Allways Fast Track Service voucher is used at any of Fast Track Desk, the Fast Track voucher right in your My Wallet will be reduced.

6.11 ST Pass (Turkey) can be purchased by persons over the age of 18.

7- GENERAL PROVISIONS

7.1. Plaza Premium Lounge reserves the right to unilaterally change the structure, advantages or other features of ST Pass (Turkey), including the terms and conditions in this agreement, or to terminate ST Pass (Turkey). Buyer agrees that Plaza Premium Lounge will not be liable for any loss or damage resulting therefrom. Any continued use

of the ST Pass (Turkey) by a card holder after amendments will be deemed as acceptance of any amendment to these terms and conditions.

7.2. ST Pass (Turkey) and all rights defined in this Agreement belong only to the Cardholder, and vouchers uploaded to My Wallet can be sent to third parties as gifts upon the request of the cardholder. Gifted voucher/vouchers will be deducted from the cardholder's voucher number based on the acceptance of the other party. If the gift owner does not accept the voucher(s) within the specified time, the voucher(s) will be returned to the cardholder's My Wallet account.

7.3. Plaza Premium Lounge agrees to provide the product/services described in this Agreement and the vouchers which will be updated from time to time.

7.4. Services will be performed by Plaza Premium Lounge or by third parties authorized by Plaza Premium Lounge or by the affiliates of Plaza Premium Lounge. Regardless of whether it is mentioned in this Agreement or other product/service brochures/documents, the services that are clearly stated or understood to be provided by third parties authorized by Plaza Premium Lounge or by the affiliates of Plaza Premium Lounge, all responsibilities for the performance or results of the service or the consequences thereof shall belong to the third party or company providing the service. If there is a fee to be paid by the Cardholder regarding the services received from third parties or companies or merchants with regards to the service details, and it is stated that this fee will be paid to Plaza Premium Lounge, the fee shall be paid to Plaza Premium Lounge. Otherwise, the fee will be paid directly to the third party or third parties authorized by Plaza Premium Lounge or by the affiliates of Plaza Premium Lounge in accordance with their own payment rules.

7.5. The ST Pass (Turkey) is non-refundable and not exchangeable for cash or credit or redeemed against the purchase of another ST Pass (Turkey). ST Pass (Turkey)/ Vouchers are non-refundable and non-exchangeable.

7.6. Cardholders must present their Vouchers at walk-in in order to gain entry to Eligible Lounges. Plaza Premium Lounge reserves the right to reject any Voucher that has been tampered with or found in any way to be unacceptable. In addition, Plaza Premium Lounge reserves the right to refuse entry to the Lounge for Cardholders who fail to present their Vouchers at walk-in.

7.7. Access to the Lounge using vouchers will not award Cardholders any accrued rewards or points for the Smart Traveler affiliate program.

7.8. The ST Pass (Turkey) cannot be used in conjunction with any promotion or offer, unless specifically stated otherwise by Plaza Premium Lounge.

7.9. Cardholders will be able to benefit from vested services at any time during the Validity Period, depending on the number of visits remaining in ST Pass (Turkey). Each service use by a Cardholder will reduce the total number of visits allowed for that ST Pass (Turkey) by one.

7.10. The Cardholder has a guest/accompanying right between the ages of zero-six (0-6). Except for this age group and number, the Cardholder has no guest/accompanying rights. The Cardholder may use available remaining visits on their ST Pass (Turkey) to allow their accompanying guest(s) access to a lounge, each visit from an accompanying guest will also reduce the total number of allowed visits for that ST Pass (Turkey) by one (1) .

7.11. The provision of free alcoholic drinks (where local law permits) differs at each lounge, and in some instances may be limited or not available. In such cases the Cardholder is responsible to pay any applicable consumption charges directly to the relevant lounge.

7.12. The ST Pass (Turkey) /Voucher grants the Cardholder up to 3-hour lounge access only per visit to Eligible Lounges. A charge will be imposed to Cardholders for extended stay, subject to the prevailing rate applicable at that time. Services may vary at each Lounge. The ST Pass (Turkey) / Voucher does not entitle the Cardholder to any other services/products other than lounge access and any other promotions that may be provided from time to time at the discretion of Plaza Premium Lounge or the Lounges, and the Cardholder agrees to pay for the use of any chargeable services/products offered at the relevant lounge.

7.13. Plaza Premium Lounge expressly reserves the right to terminate a ST Pass (Turkey) or Voucher, not allow a Cardholder and/or their guest(s) in a Lounge, or to remove them for any illegal conduct, including without limitation, conduct that is violent, inappropriate or abusive or violent, or for failing to comply with ST Pass (Turkey) or Plaza Premium Lounge terms and conditions.

7.14. Plaza Premium Lounge shall not be responsible for any loss, theft, damage, or use of the ST Pass (Turkey) / Voucher by unauthorized persons, or for any balance lost on the ST Pass (Turkey) as a result of theft or fraud.

8- LIABILITY AND DAMAGES

8.1. Plaza Premium Lounge is solely liable to the Buyer for direct and documented damages under or in connection with this Agreement, and Plaza Premium Lounge's indemnification liability for such damages shall not exceed the total Purchase Price in total. For the avoidance of doubt, Plaza Premium Lounge shall not be liable for any indirect damages arising under or in connection with this Agreement.

8.2. The Buyer shall be responsible for damaging any property belonging to Plaza Premium Lounge and/or group companies and/or third parties and/or the aforementioned persons due to his/her fault, intent, negligence or carelessness while benefiting from the Services received under this Agreement or for damages that have arisen and/or may arise due to partial and/or complete failure to fulfill and/or incomplete fulfillment and/or delay in fulfilling any of his/her obligations under this Agreement and/or violation of the legislation in force and/or intention or fault or negligence or carelessness. In this context, if any payment is made to third parties by the Plaza Premium Lounge, the Buyer shall immediately pay the said amount to the Plaza Premium Lounge without the need for a court decision.

9- WITHDRAWAL

In remote sales made through voice communication, the Cardholder has the Right to Withdraw from any product/service within the scope of ST Pass (Turkey) within 14 (fourteen) days from the signing date of this agreement, without giving any reason.

As per this clause, the Cardholder who sends a withdrawal notification is obliged to deliver the product package and activation code delivered to the Cardholder by the Plaza Premium Lounge in full within 14 (fourteen) days. In this case, the ST Pass (Turkey) fee paid by the Cardholder, if any, will be refunded within 30 (thirty) days from the date of receipt of the notification to the Plaza Premium Lounge, without any interests, and excluding any contractual or legal deductions. The Right of Withdrawal cannot be exercised in case the Service is started to be used by the Buyer before the expiry of fourteen (14) days, which is the Right of Withdrawal.

For the avoidance of doubt, the Buyer accepts and declares in advance that Plaza Premium Lounge has informed him of the Right of Withdrawal, by signing this Agreement, for remote sales made via voice communication.

10- FORCE MAJEURE

In the event that employer-employer disputes, cyber-attack, communication problems, infrastructure and internet failures, including insurrection, embargo, government intervention, riot, occupation, war, mobilization, strike, lockout, labor actions or boycotts, improvement or renewal works related to the system and malfunctions that may occur due to this reason, power outage, fire, explosion, storm, flood, earthquake, migration, epidemic or other natural disaster or other events beyond the control of the Parties, which are not caused by fault and cannot be reasonably foreseen ("**Force Majeure**"), prevent or delay the Parties from performing their obligations under this Agreement, the parties cannot be held responsible for their obligations that are prevented or delayed as a result of Force Majeure, and this cannot be considered as a violation of this Agreement.

11- DISPUTE

11.1 Turkish Courts are authorized under the laws of the Republic of Turkey for the resolution of disputes between the parties. The Parties irrevocably agree that the Istanbul (Çağlayan) Courts and Enforcement Offices shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts.

11.2. All kinds of written notifications to be made by the parties to each other within the scope of this Agreement shall be made to the address specified by the parties. Written notifications to be sent to the address specified in the Agreement will be deemed to have been legally served. In case of a change in the address, Plaza Premium Lounge will send the Cardholders by phone/sms or e-mail etc. If the Cardholder does not notify the Plaza Premium Lounge customer services of the changes in his address, the notifications to the address provided during the purchase will be deemed to have been made legally.

12- EVIDENCE AGREEMENT

The Cardholder accepts that the Plaza Premium Lounge commercial books or records, this Agreement, the attached forms, the audio recordings kept by Plaza Premium Lounge and records such as e-mails, computer records kept by Plaza Premium Lounge or if the services are delivered by third parties or entities, all service records whether digital or not, the written notifications made by Plaza Premium Lounge shall be binding, and shall constitute exclusive and final evidence.

13- ENTER INTO FORCE

Each article of this Agreement, which consists of thirteen (13) articles, has been read and understood by the Buyer. This Agreement will enter into force on the date accepted by the Buyer.