

## TERMS OF USE AND PRIVACY POLICY

You hereby declare that you have read the terms and conditions set out in this text and accept the terms of use and privacy policy by using the website and mobile application created and made available for the provision of online visa appointment services ("Service") by Gateway International Visa ve Danışmanlık Hizmetleri AŞ ("Gateway") and uploading the documents based on your application to the system.

Gateway may change and update the terms and conditions contained herein from time to time without prior notice, so please continue to review this text when you access the site and/or mobile application. If you do not agree with any changes to the terms of use, you may choose to deactivate your account and not use any functions related to the service that will be made available to you.

Please read these Terms carefully before applying online or using the Service. You should read the entire terms as this is a legally binding text and contains information about your legal rights. These terms and conditions tell you who we are, how we will provide our services to you, and other important information about the online appointment. Failure to meet and/or comply with the terms and conditions set out in this text and/or failure to follow the current notifications/changes may result in the rejection and/or delay of your visa application, so you must follow the steps in your application carefully. Otherwise, Gateway assumes no legal, administrative and criminal liability.

### A. TERMS OF USE

#### a. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE/MOBILE APPLICATION.

1- These terms are for the Service offered subject to your acceptance of all of them without change, and by using these terms, you acknowledge that you accept, and agree to be bound by them unconditionally. If you do not agree and/or meet these terms, you must not use the service.

2- Citizens of foreign countries recognised by the Republic of Türkiye have the right to make online appointments. If you do not have a valid passport from one of these countries, you may not be able to finalise your application. Please check whether you have a passport from one of the valid countries.

3- The Republic of Türkiye has the right to change the requirements for online appointments and the nature of the information and documents required without prior notice, and such changes take effect immediately. Therefore, it is your obligation to check whether you have provided the necessary information and documents for the online appointment before your application.

4- For Gateway is only the party providing the Service in the applications to be made by you, and receipt of an online appointment does not involve a decision regarding the acceptance/rejection/refusal of your visa application, the Republic of Türkiye has the sole power to decide on your application.

5- Since the exclusive power regarding your entry into the Republic of Türkiye is held by the Republic of Türkiye, and the competent authority appointed by it in accordance with the legal legislation, it is possible that your entry into the Republic of Türkiye may be refused despite the approval of your visa application after the online appointment you have made using the service. You acknowledge in advance that Gateway has no liability in this case.

6- Gateway collects the information of the natural persons benefiting from the Services it offers such as nationality, passport information (no, validity date), name, surname, date of birth, e-mail address, telephone information, address, cardholder name and surname, card number, card validity date, CVV, etc. upon your explicit consent in order to fulfil the said services. For more detailed information, you can access the data processing disclosure text and explicit consent text on the website/mobile application.

7- As the applicant, you are responsible for checking the online appointment confirmation processes. In this context, you should follow the notifications to be served to you that your application has been approved, rejected and/or needs to be updated. You shall bear the responsibility if you do not follow the directives in the notification to be made to you, and / or if you do not follow them on a timely basis, and / or if you do not follow them as specified.

8- You may not only make your applications individually within the scope of the Service offered by Gateway, but also benefit from the Service by applying for more than one person during the same appointment. If you apply as a family or a group, you must pay attention to the minimum and maximum number of persons allowed, and to fulfil the conditions specific to the respective application type as well. Otherwise, you may not be able to continue the application, and/or create your appointment.

9- You must be at least 18 years old to apply for online appointment. If you are under 18 years of age ("Minor"), you are not allowed to use the Service. If you make use of the Service on behalf of a Minor, you are deemed to have accepted this responsibility, agreed to the terms, and represented that you are authorised to do so on behalf of the said Minor. You should not use the Service if you do not have the power to do so.

10- The decision to grant or refuse a visa is under the sole discretion of the Republic of Türkiye, and such decision is final. If your visa application is rejected after your appointment, neither the visa fee will be refunded, nor the reason will even be given..

11- Provided that the appointment is more than 48 hours away, you have the right to change the appointment time, participant information for 2 times, and the branch information for 1 time. It is therefore important to be sure about your choice of date and branch before your appointment. Otherwise, you may not be able to either update or cancel your appointment.

12- While receiving the service, you may need to follow the notifications to be made to you, and to provide the necessary updates within the scope of these notifications without delay. If you fail to comply with such notices and instructions duly or in a timely manner, you may not be able to continue with your appointment, and/or your appointment may be cancelled.

13- Gateway reserves the right to change the terms and conditions on the website and mobile application. Each time you want to use the Service, please check the terms to make sure you understand the terms that are currently in effect. We further reserve the right to update and/or change the website/mobile application from time to time.

14- Every effort is made to accurately describe all services that appear in disputes that may arise between users and Gateway. However, Gateway does not warrant that all statements, definitions and descriptions are the most current, complete, accurate, and error-free. Gateway cannot be held responsible for any inaccuracies or errors in the services, explanations, service fees and charges, transaction periods, transaction dates and other information provided by Gateway on the website/mobile application due to changes made by the Republic of Türkiye without prior notice.

15- Gateway's electronic records shall be accepted as evidence in disputes that may arise between the Users and Gateway.

16- The service is provided in accordance with the laws of the Republic of Türkiye. The laws of the Republic of Türkiye shall therefore apply and İstanbul Çağlayan Courts and İstanbul Çağlayan Execution Offices shall have jurisdiction in the settlement of such disputes.

## **b. Prices and Payments**

Your use of the website and mobile application created and made available to you by Gateway for the provision of online appointment services means that you agree to pay the service fee, taxes and duties as well as other costs for all products and services offered to you. Therefore you agree that, after you create

your appointment and perform online verification, the service fee will be charged to your credit card(s) online and the service fee you have paid will be invoiced to you.

Gateway has the right to unilaterally change the service fees that you will be obliged to pay for the services and products offered to you without prior notice. You therefore agree that you will pay the fees applicable to the service you wish to receive on the website and/or mobile application in each of your applications.

On the other hand, payment of the service fee does not mean that your visa application has been approved, nor does it contain any guarantee.

### **c. Refunding Policy**

The service fee/appointment fee you will have paid after you create your application and complete the payment stage online by using the website and mobile application created and made available to you by Gateway for the provision of online appointment services will by no means be refunded to you for any reason whatsoever. While this reimbursement policy also applies to your applications that are rejected/invalidated, and/or for those denied entry / no-entry made in the Republic of Türkiye despite being granted visa, the rejection/invalidation of your application does not in any way entitle you to a refund of the service fee and other fees you have paid. You therefore agree in advance that Gateway does not have a refund policy for service fees and charges paid for the visa application if you complete your application upon completion of the payment transaction.

### **d. Usage Restriction**

By making use of the Service provided by Gateway, you agree and warrant that you will not use the Service for any illegal purpose or in any manner contrary to these terms and conditions, that you are responsible for the content of the information and documents you upload, that such information and documents do not infringe the copyright or intellectual property rights of any person or entity, or that they do not contain viruses or any other harmful components, or that they do not contain illegal, fraudulent or criminal content. On the other hand, as the Gateway is the exclusive owner of the website and mobile application offered within the scope of the Service and all components contained in these platforms, and owns the intellectual property rights thereof, you hereby accept and declare that it is forbidden to copy, reproduce, recompile, reverse engineer, create derivative works from, transfer, or use in any way whatsoever any part, image on the website or mobile application where the service is provided, and that otherwise you are to be held legally and criminally liable.

### **e. Disclaimer**

Gateway declares that, it has no liability in connection with any appointment application, including liability arising in contract, negligence, tort, statute, or otherwise, and that all liability rests with the applicant. Anyway for the avoidance of doubt,

1- All information on the website/mobile application through which the Service is offered is provided "as is" and no warranties, express or implied, are given as to the accuracy or completeness of the information or its fitness for a particular use or purpose, including warranties of merchantability, or non-infringement of title.

2- In no event will Gateway be liable for any direct or indirect, incidental or consequential special or punitive damages or losses of any kind arising out of or relating to the use of, or inability to use this website/mobile application.

3- Neither Gateway, nor its employees shall be liable for any loss or damage arising for any reason whatsoever from any failure to perform the Services, including but not limited to delays, errors or interruptions in the provision of the Services.

4- Gateway shall not be liable for any claim of damage or compensation, or any loss, delay, or failure to submit the application, arising directly, indirectly, punitively, incidentally, specially, consequentially out of or in connection with (including but not limited to) incomplete application forms, incorrect or inaccurately completed application forms, incorrectly uploaded or used passport information, unauthorised access to the applicant's account on behalf of the applicant or a third party, incorrect or incomplete supporting documents.

5- Gateway neither has any commitment or liability to any appointment applicant, or to any person relying on or benefiting from any appointment application, nor is it involved in the assessment of visa applications or in the process of their acceptance or rejection.

6- Any dispute arising out of the execution or interpretation of this Agreement, its annexes and amendments shall be governed by Turkish Law and İstanbul Courts and İstanbul Enforcement Offices shall have jurisdiction in this respect.

## **B. CONFIDENTIALITY POLICY**

It is Gateway's policy to protect and preserve the privacy of its users and customers and the confidentiality of the information they provide, subject to the conditions described below. This privacy policy is of an overview nature and does not provide detailed information about all our personal information management practices, procedures and systems. We recommend all our current and potential users to read this Privacy Statement carefully before using the system as a token of our commitment to privacy. By using our site or mobile application, you agree to our Privacy Policy. Gateway reserves the right to extend and/or amend this policy at any time.

### **a. Security**

Gateway is committed to providing the highest level of security and privacy in its Services. All user authentication, including credit card transactions, is performed using SSL technology, which is supported by your browser and encrypts all information sent to us, and every effort is made to take the necessary precautions to protect your personal information against loss, misuse, unauthorised access, disclosure, alteration or destruction.

### **b. Data on Site/Mobile Application Visits**

The record of each visit to our site/mobile application is saved in the log. The information is recorded for statistical purposes, and is used by us to monitor the use of the site. In this context, during your visits, such information including but not limited to your IP or server address, the date and time of your visit to the site/mobile application, the time it takes for the information to be transmitted to you, etc. can be used to identify you in order to help us fulfil our functions and activities. For more detailed information, you can access the data processing disclosure text, explicit consent text, and our cookie policy on the website/mobile application.

### **c. Data Storage**

We store your data on our secure servers in Türkiye.

### **d. Disclaimer**

Applications used for communication over the Internet and for providing services over the Internet are exposed to various security risks. In no event shall Gateway be liable for any direct or indirect, incidental or consequential, special or punitive damages or losses of any kind, arising out of or relating to the unauthorised use, alteration, deletion or disclosure of any information, whether confidential or not.