**TERMS AND CONDITIONS OF USE AGREEMENT**

**PARTIES**

**ARTICLE 1.**

**1.1.**

**Title :** KOÇ ÜNİVERSİTESİ (hereinafter referred to as “KU”)

**Vergi No** : 9240033265

**Address :** Rumelifeneri Yolu 34450 Sarıyer/İSTANBUL

**Telephone :** +902123381000

**Electronic Mail :** [information@ku.edu.tr](mailto:information@ku.edu.tr)

**Web Site :** [www.ku.edu.tr](http://www.ku.edu.tr)

**1.2.**

**Name-Surname :** (hereinafter referred to as “Student”)

**Address :**

**Telephone :**

**Electronic Mail :**

KU and Student shall be hereinafter collectively referred to as “Parties”, and individually as a “Party”.

**SUBJECT MATTER OF THE AGREEMENT**

**ARTICLE 2.**

Herein this “Terms and Conditions of Use Agreement” (hereinafter referred to as “Agreement”) the context of the “Spring Semester 2018 Student Dormitory” (hereinafter referred to as “Subject”) via <https://3ds.ku.edu.tr/forms/exchange_students> (hereinafter referred to as “Web Site”) between KU and Student, the web site registration and fee payment transactions regarding the implementation of the parties rights and obligations are regulated by Law No 6502 and in accordance with relevant regulations.

Student agree, declare and undertakes that correspond the regulations for dormitories which are annexes of this Agreement.

Annex-1: Dormitory Agreement

Annex-2: KOC UNIVERSITY DORMITORY GUIDELINES AND REGULATIONS & CONTRACT BETWEEN KU AND EXCHANGE STUDENTS

**SPECIAL PROVISIONS**

**ARTICLE 3.**

**3.1. Essential Feature of the Service Agreement**

Within the scope of this Agreement, the details of the service which is provided by KU the schedule are, 11 – 22 December 2017.

**3.2. The Contract Subject’s Scope and Fee**

**3.2.1.** Within the scope of this Agreement, the content of the Subject that Student will be able to live at the student dormitories

**3.2.2. The Contract Subject’s Fee and Payment**

Within the scope of this Agreement, the fee of the Subject is as follows included all taxes.

Payments will made via the online system.

**3.3. Student’s Right of Withdrawal and Use of Right of Withdrawal**

**3.3.1.** Right of Withdrawal

Student has the right of withdrawal from the Agreement within 14 (fourteen) days without declaring any reasons or paying any penalty. Student’s right of withdrawal period commences on the since the Agreement is about performing a service.

The Agreement will be established as the Student makes the payment via the Web Site clicking the “Submit” button and complete the registry by filling the form, which contains the payment link. Student’s right of withdrawal period will start at the payment date.

**3.3.2.** The Exercise of Right of Withdrawal

Student may claim the right of withdrawal to KU in writing within 14 (fourteen) days. The notification of right of withdrawal would be send by Student to the full address which stated at Article 1 or electronic mail address which stated at Article 4.1. in due of time.

KU is obliged to return all payments, which are collected from Student within fourteen days from the date of notification of notice of withdrawal. Reimbursement will be made according to payment method used by Student, without charging any expenses or liabilities to Student, will be carried at once. KU cannot be held responsible for commissions and -regardless of the name- any other deductions implemented by the Student’s bank.

**Student is not entitled to use the right of withdrawal, after the fourteen day of right of withdrawal period.** Thereto, if Student starts to live at student dormitories before the right of withdrawal period run out, Student did not entitled to use the right of withdrawal.

**GENERAL PROVISION**

**ARTICLE 4.**

**4.1.** Student could contact with KU through +902123381000 telephone number and [information@ku.edu.tr](mailto:information@ku.edu.tr) electronic mail address.

**FORCE MAJEURE**

**ARTICLE 5.**

The cases that happen without the control of the Parties such as natural disasters, wars, mobilization, fire, health status changes, strikes and lockouts and the government or legal decisions that stop the working conditions of both or one of the parties partially or completely, temporarily or permanently shall be considered as Force Majeure to the extent that they affect the execution of the provisions of the Contract hereby.

In the event that Force Majeure lasts longer than two (2) months, the Parties shall be entitled to terminate the Contract by written notification.

**CONFIDENTIALITY**

**ARTICLE 6.**

KU will not share Student’s any personal information with third parties without written permission. Correspondingly, Student will not share the agreement proposal proposed by KU to her/him with third parties.

**STORAGE OF AGREEMENT AND ACCESS**

**ARTICLE 7.**

Agreement shall be kept for 3 (three) years by KU. Upon the Student’s request, text of the agreement will be sent to address referred at article no. 1 above.

**ANNEXES 8.**

**ARTICLE 8.**

Annex-1: Dormitory Agreement

Annex-2: KOC UNIVERSITY DORMITORY GUIDELINES AND REGULATIONS & CONTRACT BETWEEN KU AND EXCHANGE STUDENTS

**SIGNATURE**

**ARTICLE 9.**

This Agreement consists of 9 (nine) main articles and 3 (three) pages and will come into force when the payment link is transmitted to Student by KU, after application and then approval of Student via the web site.