

Terms Of Use

Please read below written conditions in order to use this website www.callistohotel.com operated by Callisto Hotel Cunda Island (hereinafter referred to as "CALLISTO") residing in Mithatpaşa Mah. Mevlana Cad. No:68 Ayvalık/Balıkesir. By accessing www.callistohotel.com (hereinafter referred to as the "Website") you agree, declare and undertake that you have read this Terms of Use, understood its contents and unconditionally accept those that are stated herein, and shall not assert any objection or plea in relation to these terms.

CALLISTO may amend the Terms of Use and any content which appears in the Website at any time without any prior notice to the visitors of the Website. Such amendments shall become effective on the date that they are posted. Continued access to the Website after those amendments become effective shall be deemed acceptance of such amendments by the visitors.

1. DEFINITIONS

Service(s) means applications and content in the Website which enables Users to obtain information on the services offered by Hotels that are owned by CALLISTO, to book rooms for accommodation, to make payments or to buy other products and services offered.

Content means any and all visual, literary and audio images such as any kind of information, text, file, picture, video, number, etc. that are posted and accessible on the Website.

User means any natural or legal person that access and/or use the Website.

Hotel means any of the accommodation facilities owned or managed by CALLISTO.

Website means the website with the domains name www.callistohotel.com and sub-domain names connected to that domain name where “CALLISTO” Services are provided.

2. TERMS OF SERVICES

2.1. Users agree and undertake not to book reservations for the purpose of reselling them to third parties or offering them for sale or putting them up for sale on other websites. Available services on the Website are only for personal and non-commercial use of Users or persons they are legally authorized to represent, and cannot be used for another purposes. For this reason, Users agree and undertake that they are not entitled to assign any of the rights and obligations they assume, by using the services available on the Website, to third parties.

2.2. User agrees and undertakes not to reproduce, copy, distribute, process any image, text, audio-visual image, video clip, file, database, catalogue and list contained in this Website, or engage in any commercial activity or act in any way that constitutes directly and/or indirectly unfair competition.

2.3. User agrees and undertakes not to engage in activities, with regard to this Website, which may likely to cause unfair competition under the provisions of the Turkish Commercial Code, not to commit in any act that may impair CALLISTO's and/or any third party's personal or commercial reputation, or infringe or violate personal rights, and to act in accordance with the law, public order and ethics, to take necessary measures required by the law and comply with the procedures, not to commit acts that are illegal, criminal, offensive, or that violate personal rights, intellectual rights, copyrights, trademark rights and property rights.

2.4. CALLISTO may use, process, share, disclose, classify and retain your personal information. We may also use your information for promotional communications and updates, and for data analysis in accordance with the terms and conditions under the Privacy Policy. CALLISTO will not use your information for previously unspecified purposes. We may also use your information to personalize our services and marketing efforts, and to carry out statistical analysis by collecting your IP address, which pages you are visiting on our site, your domain type, browser type, and the time of your visit.

2.5. CALLISTO has the right to create remarketing lists based on which pages you visit, how much time you spend on those pages and how many goals you completed, through the cookies associated with your browser, in order to achieve online behavioral advertising and marketing. CALLISTO also enjoys the right to utilize marketing automation tools, and to provide personalized messages, offers, and suggestions. We may show targeted adds related to your interests at this website or other websites in the Display Network. You can review our [Callisto Hotel Cookie Policy](#) to learn more

about the function of cookies, the type of cookies used, the intended use, data transfers to third parties, and how to change your cookie preferences.

2.6. By utilizing the Website all Users acknowledge and agree that it is illegal to disassemble, modify, reverse engineer all or part of the Website, to try to access the site in a manner that in any way may prevent, impair or interfere with the communication or technical systems of the Website, to use “screen scraping” software or systems such as automated programs, roots, spiders, web crawlers, software for data mining or data trawling, etc., to use digital tools or manual processes on the Website, to access data or software of other users without authorization, to use the Website and its content in contrary to the terms and limitations described herein. In breach whereof, CALLISTO shall have the right to resort to any kind of legal action it may deem appropriate. Callisto shall also be entitled to notify the authorities upon detection of any such illegal action. The User hereby agrees that he/she shall be solely liable to indemnify any and all kind of damages suffered by CALLISTO, arising out of or in connection with his/her illegal usage of the Website.

2.7. The User agrees and undertakes that CALLISTO cannot be held liable for any direct and indirect losses likely to arise from the disruption of the Services offered at the Website or errors, delays and failure in the transmission of information, and loss of data.

3. INTELLECTUAL PROPERTY RIGHTS

The moral and economical rights (regulated as “Right of Adaptation” in art. 21, “Right of Reproduction” in art. 22, “Right of Distribution” in art. 23, “Right of Performance” in art. 24, and “Right to Communicate a Work to Public by Devices Enabling the Transmission of Signs, Sounds, and/or Images” in art. 25 of Law 5846 on Intellectual Property Rights) of all elements contained in this Website that are subject to copyright, such as designs, texts, visuals, pictures, videos, images, html and other codes are either owned by CALLISTO or used based on a license granted to CALLISTO by its owner. Users are not allowed to resell, adapt, copy, share, distribute, exhibit or enable others to access or use CALLISTO's services, and elements in the Website that are subjected to copyright. The elements contained in this Website which are subject to copyright cannot be reproduces, adapted or distributed under this Terms of Use.

All kinds of intellectual and industrial property rights of all trademarks, trade names and logos, emblems, slogans, pictures and other elements contained in this Website are owned by CALLISTO, and cannot be used, copied, reproduced, distributed, adapted, publicized, or communicated to the

public by devices enabling the transmission of signs, sounds and/or images, or modified without the express written consent of CALLISTO.

4. FORCE MAJEURE

CALLISTO shall be relieved of liability for partial or complete failure to perform its obligations, if such failure was attributable to a force majeure event. A force majeure event means any extraordinary event including but not limited to natural calamities, war, fire, strike, riot, civil insurrection, bad weather conditions, infrastructure and internet failure, any malfunction or power failure due to system improvement and renovation works, and other comparable extraordinary event beyond CALLISTO's reasonable control, and which cannot be prevented in spite of any reasonable precaution.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of Republic of Turkey without regard to its conflict of laws rules. Istanbul Central (Çağlayan) Courts and Bailiff's Offices shall have exclusive jurisdiction over any disputes that may arise out of or in connection with this Terms of Use.

6. VALIDITY

In the event that any of the provisions of this Terms of Use is deemed invalid in accordance with the applicable law or declared to be invalid by a competent legal authority or court, the validity of the remaining provisions shall not be affected and continue to be in full force and effect.

7. EFFECTIVE DATE AND ACCEPTANCE

Terms of Use shall become effective at the date that it is posted on the Website by CALLISTO. Users shall be deemed to have accepted the provisions of this Terms of Use and any amendment to it by using the Website.