

DISTANCE SALES AGREEMENT

BB SIMTECH ENGINEERING & ACADEMY

Last Updated: 01 / 01 / 2026

ARTICLE 1 – PARTIES

1.1. Seller / Service Provider (hereinafter the “SELLER”)

Trade Name: **BB SIMTECH ENGINEERING & ACADEMY**

Address: Adalet Mah. Anadolu Cad. Megapol Tower No: 41 İç Kapı No: 101 Bayraklı/İzmir

Phone: 0538 036 05 96

E-mail: info@bbsimtech.com

MERSIS No: 0733009456900018

Tax Office / No: Karşıyaka – 1601878515

The SELLER’s website available at www.bbsimtech.com, the subdomain academy.bbsimtech.com, the other subdomains connected thereto, and all related online interfaces shall hereinafter be referred to as the “Platform”.

1.2. Buyer (hereinafter the “BUYER” or the “CONSUMER”)

The BUYER is the natural person consumer who creates a membership via the Seller’s Platform and purchases training services and/or digital content electronically through the Platform.

The BUYER’s name and surname, address, e-mail address and other contact details are those provided by the BUYER at the time of registration on the Platform or during the order process.

The SELLER and the BUYER shall jointly be referred to as the “Parties”.

ARTICLE 2 – SUBJECT MATTER AND SCOPE OF THE AGREEMENT

2.1. The subject of this Distance Sales Agreement (“Agreement”) is to determine the rights and obligations of the Parties in relation to the sale and performance, via the Platform (“Platform”) – which consists of the website available at www.bbsimtech.com, the subdomain academy.bbsimtech.com, other subdomains connected thereto and all related online interfaces – of online training courses and the related digital content



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and/or services ordered electronically by the BUYER, whose characteristics, scope and sales price are specified on the Platform.

2.2. This Agreement has been drawn up in accordance with the provisions of the Law No. 6502 on the Protection of Consumers and the Regulation on Distance Contracts, and the Parties accept and declare that they are subject to the provisions of the said legislation.

2.3. The BUYER accepts, declares and undertakes that, prior to the conclusion of this Agreement, he/she has read in electronic form the Preliminary Information Form presented by the SELLER, that he/she has been informed about the basic characteristics of the trainings/digital content, the sales price, the total amount including taxes, the method of payment, the method of performance, the right of withdrawal and matters relating to personal data, and that he/she has approved this form.

ARTICLE 3 – DEFINITIONS

In this Agreement:

- **Seller / Website:**

The website at www.bbsimtech.com, the subdomain academy.bbsimtech.com and any related subdomains, together with the integrated learning management system (LMS), user dashboard and all other related online interfaces of the SELLER.

- **Training / Course:**

Online training programs, series of lessons, webinars and similar services for which the BUYER purchases an access right in return for a certain fee.

- **Digital Content / Training Material:**

All electronic content provided to the BUYER within the scope of the Training, including video lessons, recordings, PDF documents, presentations, working files, exams, quizzes, assignments and similar materials.

- **Durable Medium:**

Any tool such as e-mail, SMS, CD, DVD, USB memory, computer, phone, website account and similar means that enables the consumer to store information sent to him/her or that he/she can access in the future, and to reproduce this information in its original form for a reasonable period of time.



ARTICLE 4 – CONCLUSION OF THE AGREEMENT

4.1. The BUYER reviews the trainings offered for sale on the website, selects the trainings he/she wishes to purchase and creates an electronic order form by following the steps such as “buy / add to cart / proceed to payment”.

4.2. Before confirming the order, the BUYER declares, by ticking the relevant approval boxes in electronic form on the website, that he/she has read and understood the Preliminary Information Form and this Distance Sales Agreement, and that the preliminary information has been presented to and confirmed by him/her. The BUYER also accepts that, immediately before confirming the order, he/she has been clearly and understandably informed that “the order entails a payment obligation”, and that by clicking the “Confirm Order / Complete Payment” (which entails a payment obligation) button, his/her order will become final.

4.3. Following confirmation of the order, the SELLER sends this Agreement and the Preliminary Information Form to the BUYER via a durable medium, to the BUYER’s e-mail address and/or through the BUYER’s user account.

4.4. The Agreement is limited to the training(s) and services selected by the BUYER and listed in the order summary.

ARTICLE 5 – NATURE, PERFORMANCE AND ACCESS TO THE SERVICE

5.1. The subject of this Agreement is an online training and/or digital content service provided electronically, which does not require delivery of any physical product. The trainings are made available over the internet within the access period and under the conditions specified in the order summary.

5.2. After the payment made by the BUYER via credit card/debit card or other payment methods is approved in the systems of the SELLER or the payment institution:

- The access authorization for the relevant training is defined in the BUYER’s user account and/or
- The access link and/or login information are sent to the BUYER via e-mail.

5.3. Unless otherwise expressly stated by the SELLER, access to the digital training content shall be provided within **24 (twenty-four) hours** at the latest following the successful completion of the payment.



5.4. The BUYER accepts that it is his/her own responsibility to procure and keep up to date the computer, mobile device, software and internet connection required to access the Platform belonging to the Seller.

5.5. The username and password assigned to the BUYER are personal and may not be shared with third parties. The BUYER accepts and undertakes that he/she will not share his/her user information with others, will not transfer his/her account and will not use it jointly with more than one person.

5.6. Unless otherwise expressly stated on the Platform (www.bbsimtech.com, academy.bbsimtech.com and their associated online interfaces) and/or in the order summary, **the access period granted to the BUYER for each training subject to this Agreement shall be limited to 6 (six) months from the date on which the BUYER purchases the relevant training.** Upon expiry of this period, the BUYER's right to access the relevant training and the related digital content shall automatically terminate. This shall not be construed as the complete termination of this Agreement, but only as the expiry of the access period relating to the relevant digital content.

5.7. If the BUYER requests that the performance of the digital content/online service commence before the expiry of the withdrawal period, the SELLER shall fulfil this request only upon the BUYER's explicit consent and, where applicable, after informing the BUYER about the exceptions to the right of withdrawal.

ARTICLE 6 – PRICE, PAYMENT METHOD AND INVOICE

6.1. The prices of the trainings available on the Platform, unless expressly stated otherwise, are displayed in Turkish Lira (TRY) for users who are resident in Türkiye and whose billing address is in Türkiye, and in other currencies (such as EUR, USD, etc.) for users located abroad, depending on their location and/or the currency supported by the relevant payment service provider. Unless otherwise indicated, all prices are shown inclusive of applicable taxes (including VAT, where applicable). The prices and conditions valid during campaign/discount periods are announced on the relevant training page, and the current prices and conditions published on the Platform at the time of purchase shall prevail for the BUYER.

6.2. The BUYER may pay the training fee by credit card, debit card, online payment system or other payment methods offered by the SELLER. The payment infrastructure is provided through the banks and/or payment institutions with which the SELLER cooperates.



6.3. All information relating to the card or payment instrument used during the payment process is processed within the infrastructure of the relevant bank or payment institution; the SELLER does not directly access such data.

6.4. The SELLER issues an e-Invoice/e-Archive Invoice in the name of the BUYER in accordance with the applicable tax legislation and delivers it electronically to the BUYER's e-mail address and/or via a durable medium through the BUYER's user account. The BUYER is responsible for providing accurate and up-to-date information required for invoicing.

ARTICLE 7 – RIGHTS AND OBLIGATIONS OF THE BUYER

7.1. The BUYER accepts that all information provided by him/her when registering on the Platform of the Seller and when placing an order is accurate and up to date, and that he/she shall be solely liable for any and all consequences arising from the inaccuracy of such information.

7.2. The BUYER accepts and undertakes that he/she shall not, with respect to the training content accessed on the Platform of the Seller:

- Copy such content,
- Share it with third parties,
- Publish it on the internet,
- Reproduce or distribute it in any manner,
- Use it for commercial purposes.

In this context, the provisions of the Law No. 5846 on Intellectual and Artistic Works remain fully reserved.

7.3. The BUYER undertakes that he/she shall not use the Platform of the Seller for any unlawful purpose, shall not engage in conduct that infringes the rights of other users, and shall not attempt spam, attacks, abuse or similar activities.

ARTICLE 8 – RIGHTS AND OBLIGATIONS OF THE SELLER

8.1. The SELLER is obliged to perform the service subject to this Agreement in accordance with the provisions of this Agreement and the applicable legislation.



8.2. The SELLER may, during the provision of the service, cause short-term access interruptions due to technical maintenance or update works. The SELLER shall, to the extent possible, endeavour to give prior notice of such interruptions.

8.3. If it is determined that the BUYER has acted in breach of the provisions of this Agreement, the Terms of Use, the Copyright/Intellectual Property provisions or the applicable legislation, the SELLER shall have the right, depending on the nature of the breach, to temporarily suspend/restrict the BUYER's account or to terminate access and, where necessary, to terminate the Agreement. Except in cases of system security or urgent risk, it is essential that the BUYER be notified to the extent possible.

ARTICLE 9 – RIGHT OF WITHDRAWAL AND EXCEPTION FOR DIGITAL CONTENT

9.1. As a rule, in distance contracts the BUYER has the right to withdraw from the contract within 14 (fourteen) days from the date of conclusion of this Agreement, without giving any reason and without paying any penalty. The details of this right and the method of exercising it, as well as the procedures/communication channels regarding the use of the right of withdrawal, are explained in the Preliminary Information Form.

9.2. In Article 15 of the Distance Contracts Regulation, the exceptional cases in which the right of withdrawal cannot be exercised are listed in a limited manner. Accordingly, where the relevant conditions are met, the right of withdrawal may not be exercised, for example, in cases of services performed instantly in electronic form / intangible goods delivered to the consumer instantly, and services whose performance has begun with the consumer's approval before the expiry of the withdrawal period.

9.3. Since the trainings and digital content within the scope of this Agreement constitute services performed instantly in electronic form and/or intangible goods delivered instantly to the consumer, the BUYER accepts, declares and undertakes that by:

- completing the payment transaction, and
- requesting that access to the training content be granted to him/her (by assigning it to his/her account or sending an access link),

he/she expressly requests the performance of the service to start immediately and, for this reason, will not be able to exercise the right of withdrawal.



9.4. The BUYER accepts that granting access to the digital content (assigning it to the account/sending a link) means the commencement of the service/performance and acknowledges that, where the conditions set out in Article 15 are met, he/she may not be able to exercise the right of withdrawal.

9.5. In cases where, for technical or legal reasons, the SELLER is unable to provide the service at all, no access right is granted to the BUYER, or no access to the training content is provided, the BUYER may submit a withdrawal request within 14 (fourteen) days, and in such case the amount collected from the BUYER shall be refunded, within 14 (fourteen) days at the latest from the date on which the notification reaches the SELLER, by using a payment method appropriate to the payment instrument used by the BUYER.

9.6. "ANNEX-1: Cancellation – Refund – Withdrawal Policy", which is an integral part of this Agreement, contains complementary explanations regarding the right of withdrawal, its exceptions and refund processes.

ARTICLE 10 – TERMINATION OF THE AGREEMENT AND SUSPENSION OF ACCOUNT

10.1. In the event that the BUYER:

- Acts in breach of this Agreement,
- Acts in breach of the Terms of Use of the Platform belonging to the Seller,
- Acts in breach of the provisions on Copyright and Intellectual Property,
- Acts contrary to general moral principles or the applicable legislation,

the SELLER shall have the right to temporarily suspend the BUYER's membership, restrict access, terminate the membership and/or terminate the Agreement. In cases of urgent security/legal risk, such measures may be implemented immediately.

10.2. In such a case, the BUYER accepts that he/she may not claim a refund of the amount paid, and that the SELLER's right to claim, under the general provisions, compensation for any damage it may incur is reserved (without prejudice to the mandatory provisions of consumer legislation).



ARTICLE 11 – PROTECTION OF PERSONAL DATA

11.1. The personal data of the BUYER are processed by the SELLER, in its capacity as data controller, within the scope of the Law No. 6698 on the Protection of Personal Data and the relevant secondary legislation.

11.2. Detailed information regarding the purposes and legal grounds for processing personal data, retention periods and rights is provided in the “Information Notice on the Processing of Personal Data (KVKK Information Notice)” and the “Privacy Policy” published on the website. By approving this Agreement, the BUYER confirms that he/she has read and been informed by the aforementioned texts.

ARTICLE 12 – FORCE MAJEURE

12.1. Events that occur beyond the control of the Parties and prevent one or both of the Parties from fulfilling their contractual obligations, such as natural disasters, fire, flood, war, terrorism, riots, large-scale internet outages, changes in law, decisions of public authorities, general strikes, cyber-attacks and similar circumstances, are deemed force majeure events.

12.2. In the event of force majeure, the obligations shall be suspended for as long as the force majeure event continues. If this situation lasts for more than 30 (thirty) days, each Party shall have the right to terminate the Agreement.

ARTICLE 13 – APPLICABLE LAW AND DISPUTE RESOLUTION

13.1. The implementation and interpretation of this Agreement shall be governed by the **laws of the Republic of Türkiye**.

13.2. In disputes arising from this Agreement, within the monetary limits determined each year by the Ministry of Trade under Law No. 6502 and the relevant legislation, the Consumer Arbitration Boards and Consumer Courts located at the BUYER's place of residence or at the SELLER's place of residence shall have jurisdiction.

ARTICLE 14 – ENTRY INTO FORCE AND ACCEPTANCE

14.1. The BUYER declares that, during the purchase transaction carried out via the website, he/she has read and understood all the terms and conditions of this Agreement and has accepted them by approving this Agreement in electronic form.



14.2. This Agreement enters into force at the moment the BUYER gives electronic approval and is stored by the Parties in electronic form.

SELLER: BB SIMTECH ENGINEERING & ACADEMY

BUYER: User registered on the Platform of the Seller (by electronic approval)



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ANNEX-1

CANCELLATION – REFUND – WITHDRAWAL POLICY

BB SIMTECH ENGINEERING & ACADEMY

(For Online Trainings and Digital Content)

Last Updated: 01 / 01 / 2026

This “Cancellation, Refund and Withdrawal Policy” has been prepared in order to explain the conditions of withdrawal, cancellation and refund for the online training and digital content offered via **the website available at the domain name www.bbsimtech.com, the subdomain academy.bbsimtech.com, and the other subdomains linked to them** (together, the “Platform”) operated by **BB Simtech Engineering & Academy**.

This document is of a supplementary nature to the Distance Sales Agreement and the Preliminary Information Form; in the event of any conflict, the provisions that are more favourable to the consumer shall apply.

1. SCOPE AND DEFINITIONS

1.1. This Policy covers the following services offered via the Platform belonging to the Seller:

- Pre-recorded online video trainings,
- Live (online) classes/webinars,
- Digital content such as PDFs, presentations, documents, tests and assignments relating to these trainings.

1.2. The services offered via the Seller’s Platform fall, depending on their nature, within the scope of “digital content” and/or “services supplied in electronic form”. The nature of each training/digital content, the method of access and, where applicable, information on any exceptions to the right of withdrawal are specified separately on the relevant training page and in the Preliminary Information Form prior to purchase.

2. GENERAL RULE: 14-DAY RIGHT OF WITHDRAWAL

2.1. As a rule, in distance contracts the consumer has the right to withdraw from the contract within 14 (fourteen) days, without giving any reason and without paying any penalty.



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2.2. In service contracts (online training/digital content), the withdrawal period starts from the day on which the distance sales agreement is concluded.

3. EXCEPTION TO THE RIGHT OF WITHDRAWAL FOR DIGITAL CONTENT

3.1. Pursuant to Article 15 of the Distance Contracts Regulation:

- In contracts relating to services performed instantly in electronic form or non-tangible goods delivered instantly to the consumer (Art. 15/1-(g)),
- In contracts relating to services where performance has begun with the consumer's approval before the expiry of the withdrawal period (Art. 15/1-(h)),

the consumer may not exercise the right of withdrawal.

3.2. In respect of pre-recorded online video trainings and digital content, where access is granted instantly by the Platform of the Seller following payment (by assigning access to the BUYER's account / opening the content), the relevant product may qualify as "instantly delivered/performed", and the exceptions set out in Article 15 of the Regulation may apply. In such a case, the BUYER accepts that he/she has been informed, prior to purchase, that no right of withdrawal is available or under which conditions such right will be lost.

3.3. Since the online video trainings and digital content offered by the Seller are, to a very large extent, opened for access instantly after payment, the BUYER declares that, at the moment the payment transaction is completed and access to the training is provided:

- The performance of the service has commenced,
- The digital content has been instantly delivered to him/her,
- As from that moment, he/she is aware that he/she cannot exercise the statutory right of withdrawal for the relevant training.

3.4. Therefore, in the case of **Pre-Recorded Online Video Trainings**:

- Upon approval of the Distance Sales Agreement, and
- Upon the granting of online access to the purchased training,

the right of withdrawal may not be exercised for the relevant training, save for mandatory cases under the legislation (such as complete inability to access the content).



4. LIVE (ONLINE) CLASSES AND PROGRAMS

4.1. In time-specific services such as live online classes/webinars, if access to the service has not yet been provided (i.e. before the live class starts) and performance of the service has not commenced, the BUYER may exercise the general 14-day right of withdrawal applicable to distance contracts.

4.2. If, before the expiry of the withdrawal period, performance of the live class/service has begun with the BUYER's approval, the right of withdrawal may not be exercised pursuant to Article 15/1-(h) of the Distance Contracts Regulation, as performance of the service will be deemed to have commenced.

4.3. Once the program has been fully performed, no right of withdrawal exists; however, mandatory rights under Law No. 6502, such as in cases of defective service or where the service is not provided at all or not provided properly, remain reserved.

5. VOLUNTARY REFUND / POSTPONEMENT POLICY OF THE PLATFORM BELONGING TO THE SELLER

5.1. Technical Access Problems:

If, despite having made payment, the BUYER is unable to access the training due to technical reasons, the SELLER shall first provide technical support. If the problem cannot be resolved within a reasonable period (e.g. a maximum of 7 business days), the training fee concerned may be refunded upon the BUYER's request.

5.2. Incorrect / Erroneous Sales Transaction

In cases where the BUYER has inadvertently made payment more than once, purchased the same training multiple times, or in similar manifest error situations, duplicate payments shall be refunded, provided that the BUYER notifies the situation in writing (via e-mail, etc.).

5.3. Cancellation or Postponement of the Program

If the Platform belonging to the Seller cancels a training program entirely for reasons within its own control, the following options shall be offered to the BUYER:

- Refund of the amount paid, or
- Transfer to another program / change of date.



5.4. The situations explained in this Article constitute additional rights granted by the Platform belonging to the Seller within the framework of goodwill and customer satisfaction, and should be considered in addition to the mandatory rights arising from the legislation.

6. METHOD OF EXERCISING THE RIGHT OF WITHDRAWAL (IF APPLICABLE)

6.1. In exceptional cases where the right of withdrawal can be exercised, the BUYER may submit his/her withdrawal request in writing via:

- E-mail: info@bbsimtech.com
- Contact form: [\[https://bbsimtech.com/contact\]](https://bbsimtech.com/contact)

6.2. As from the date on which the withdrawal notice is received, the Platform belonging to the Seller shall, within 14 (fourteen) days at the latest and in accordance with the relevant legislation, refund the amount collected, using a method appropriate to the payment instrument used by the BUYER.

6.3. As from the date on which the withdrawal notice reaches the SELLER, the amount collected shall, in accordance with the legislation, be refunded to the BUYER's payment instrument within 14 (fourteen) days at the latest.

7. NON-REFUNDABLE CASES FOR DIGITAL CONTENT

Within the scope of the exceptions set out in the Distance Contracts Regulation (Art. 15), the right of withdrawal may not be exercised and no refund will be made in the following cases:

- Where access to the pre-recorded video training/digital content has been provided (assigned to the account / content opened) and the product has thereby acquired the nature of an "instant delivery/performance",
- Where a live class/program has been started, with the BUYER's approval, before the expiry of the withdrawal period,
- Where digital content/files (PDFs, documents, etc.) have been made available for download via the Platform belonging to the Seller and the BUYER has accessed them,



- Where performance of the service has begun, with the BUYER's explicit consent, before the expiry of the withdrawal period.

These exceptions are regulated under Article 15 of the Distance Contracts Regulation and limit the right of withdrawal in relation to digital content and services performed instantly.

8. RIGHTS REGARDING DEFECTIVE SERVICE

8.1. The provisions in this Policy relate solely to the right of withdrawal and general cancellation/refund conditions. In cases where the service is not provided at all or is provided defectively, the general consumer rights (including the optional rights regarding defective service) under the Law No. 6502 on the Protection of Consumers remain fully reserved.

8.2. If the BUYER considers that the service received is defective, the BUYER is obliged to notify the SELLER of the situation within a reasonable period. The SELLER shall carry out the necessary review in accordance with the legislation and provide a solution.

9. DISPUTE RESOLUTION

9.1. In the implementation of this Policy, the provisions of the Law No. 6502 on the Protection of Consumers and the relevant legislation shall apply.

9.2. Within the monetary limits in force, the Consumer Arbitration Boards and Consumer Courts located at the BUYER's place of residence or at the SELLER's place of residence shall have jurisdiction.

