



## PRELIMINARY INFORMATION FORM

### 1. Subject

The subject matter of this Preliminary Information Form ("Form") covers the rights and obligations of the parties in accordance with the provisions of Law No. 6502 on the Protection of Consumers ("Law") and the Regulation on Distance Contracts (RG:27.11.2014/29188) ("Regulation"). By accepting this Form, the Memory Owner hereby acknowledges and agrees that they are obligated to pay the sales price of the products subject to the contract, the shipping fee, and any additional fees such as taxes, if applicable, and that they have been informed of this obligation.

### 2. Definitions

|                             |   |
|-----------------------------|---|
| <b>Buyer</b>                | The Buyer is the Owner who makes purchases from Simmortals' website at <a href="http://www.simmortals.com">www.simmortals.com</a> . The address and contact information provided by the Buyer in the invoice and contact details shall be used. |
| <b>Ministry</b>             | The Ministry of Trade of the Republic of Turkey.  |
| <b>Bank</b>                 | Licensed institutions established in accordance with the Banking Law No. 5411.  |
| <b>Shipping Company</b>     | A contracted shipping or logistics company that delivers the Product to the Owner and, in the event of a return, collects the Product from the Owner and delivers it to Simmortals.   |
| <b>Pre-Information Form</b> | A form prepared to inform the Owner of the Product about the minimum matters specified in the Regulation before the contract is concluded or any offer is accepted by the Owner of the Product.   |
| <b>Platform</b>             | The website owned by Simmortals at <a href="http://www.simmortals.com">www.simmortals.com</a> .   |
| <b>Seller</b>               | <b>Simmortals Technology International B.V.</b> VAT number: 868347711B01 VAT identification number: NL868347711B01  |
| <b>Product</b>              | Products offered in the Online Store section of the Platform.   |

### 3. Buyer and Seller Information

| BUYER                   |  | SELLER                |   |
|-------------------------|--|-----------------------|---|
| <b>Recipient</b>        |  | <b>Title</b>          | <b>Simmortals Technology International B.V.</b> |
| <b>Delivery Address</b> |  | <b>Address</b>        | Buitenplein 64 1181 Ze Amstelveen/ Netherlands  |
| <b>Phone</b>            |  | <b>Fax</b>            |   |
| <b>Fax</b>              |  | <b>VAT/BTW Number</b> | (VAT) number: 868347711B01 BTW-                 |

|                 |  |              |  |
|-----------------|--|--------------|--|
|                 |  |              | identification number:<br>NL868347711B01                       |
| <b>Email</b>    |  | <b>Phone</b> |  |
| <b>Username</b> |  | <b>Email</b> | <a href="mailto:sales@simmortals.com">sales@simmortals.com</a> |

#### **4. Product Information**

**4.1.** Information about the products covered by the contract, their basic features and characteristics (*type, quantity, brand/model, color, number, price*), and all other basic features, including the sales price including taxes, are available on Simmortals' website and can be reviewed in detail on the Platform.

**4.2.** The prices advertised on the Platform are the sales prices. The advertised prices and offers are valid until they are updated or changed. Prices advertised for a limited time are valid until the end of the specified period.

**4.3.** The sales price of the service covered by the contract, including all taxes, is available on the Platform, and amounts such as shipping costs and discount amounts are shown in the table below.

| <b>Product Description</b> | <b>Quantity</b> | <b>Unit Price</b> | <b>Subtotal (VAT Including )</b> |
|----------------------------|-----------------|-------------------|----------------------------------|
|                            |                 |                   |                                  |
| <b>Shipping Amount</b>     |                 |                   |                                  |
| <b>Discount</b>            |                 |                   |                                  |
| <b>TOTAL</b>               |                 |                   |                                  |

**4.4.** Payments will be made via credit card through the Platform's virtual POS. In the event of additional costs, these amounts will be invoiced to the Owner via email.

#### **5. General Provisions**

**5.1.** Simmortals agrees, declares, and undertakes to deliver the product subject to the contract in full, in accordance with the specifications stated in the order, and, if applicable, with the warranty documents, user manuals, and other information and documents required by law to be delivered with the product, via the Shipping Company.

**5.2.** The Owner acknowledges, declares, and undertakes that prior to the Distance Sales Agreement ("Agreement"), they have read and understood the preliminary information regarding the basic characteristics of the goods subject to the agreement, the sales price, and the payment method on Simmortals' website and have provided the necessary confirmation electronically.

**5.3.** Simmortals accepts, declares, and undertakes to deliver Simmortals products to the Owner within 30 (thirty) days, except in cases of force majeure.

**5.4.** Simmortals accepts, declares, and undertakes to provide the service subject to the contract in full and in accordance with the characteristics specified in the contract, to perform the work in accordance with legal requirements and standards, free from any defects, with the information and documents required for the work, in accordance with the principles of



accuracy and honesty, to maintain and improve the quality of service, to exercise due care and diligence during the performance of the work, and to act with caution and foresight.

**5.5.** The Owner acknowledges, declares, and undertakes that they will confirm the Preliminary Information Form electronically in order to receive the service subject to the contract, and that in the event of non-payment of the contract price for any reason and/or its cancellation in the bank records, Simmortals' obligation to deliver the products subject to the contract will cease.

**5.6.** Simmortals accepts, declares, and undertakes that if it cannot deliver the goods subject to the contract due to force majeure circumstances beyond the control of the parties, unforeseeable events, and/or events that prevent and/or delay the parties from fulfilling their obligations, such as adverse weather conditions, disruption of transportation, fire, earthquake, or flood, it will notify the Memory Owner of the situation.

**5.7.** Simmortals shall not be liable for any damages and expenses arising from the Owner receiving the Product late and/or not receiving it at all if the Owner or a third party designated by the Owner is not present at the address at the time of delivery.

**5.8.** Unless otherwise specified, the delivery costs of the Product shall be borne by the Owner. If Simmortals has stated on the Platform that it will cover the delivery fee, the delivery costs shall be borne by Simmortals.

**5.9.** In cases where it becomes impossible to fulfill the Product, Simmortals must notify the Owner in writing or via data storage within 3 (three) days of becoming aware of this situation and must refund all payments collected, including delivery costs if applicable, within **14 (fourteen)** days of the notification date at the latest. The unavailability of the Product in stock shall not be considered as making the delivery of the Product impossible.

**5.10.** The Cancellation and Return Conditions on the website are an integral part of this Agreement. The return and withdrawal provisions will be evaluated together with the Return Conditions, and the request will be resolved.

## **6. Right of Withdrawal**

**6.1.** The Owner has the unconditional and unrestricted right of withdrawal within 14 (fourteen) days and shall direct the withdrawal notification to Simmortals' contact information above.

**6.2.** The withdrawal period begins on the day the Memories Owner or a third party designated by the Memories Owner receives the product. However, the Memories Owner may also exercise their right of withdrawal during the period between the conclusion of the Agreement and the delivery of the product.

**6.3.** In determining the withdrawal period: for a single order consisting of products delivered separately, the day the Memory Owner or a third party designated by the Memory Owner receives the last product; for a product consisting of multiple parts, the day the last part is delivered to the Owner or a third party designated by the Owner, and in cases where the product is delivered regularly over a specific period, the day the first product is delivered to the Owner or a third party designated by the Owner.

**6.4.** If the Owner exercises their right of withdrawal before the Product is delivered, Simmortals will transfer the price to Simmortals from the date on which the notice of withdrawal is received. If the Owner exercises their right of withdrawal after the Product is delivered, if the price has not been transferred to Simmortals as of the date the withdrawal notification is received, the Product subject to the right of withdrawal shall be deemed to have been delivered to the Shipping Company designated for return as of the date it is delivered to that company, or if it is returned using a Shipping Company other than designated for return, as of the date it is received by Simmortals.

a) If the Memory Owner exercises their right to terminate the Contract due to the order not being delivered within the legal timeframe, Simmortals is responsible for refunding the Contract price and delivery costs to the Memory Owner within **14 (fourteen)** days from the date the termination notice is received.

**6.5.** In the event of exercising the right of withdrawal:

a) The Owner of the Memory shall return the Product to Simmortals via a Shipping Company within **14 (fourteen)** days of exercising their right of withdrawal.

b) The Product box, packaging, standard accessories (if any), and other Products gifted with the Product (if any) must be returned complete and undamaged under the right of withdrawal.

**6.6.** The Owner shall not be liable for any changes or deterioration that occur during the withdrawal period if the Product is used in accordance with its operation, technical specifications, and instructions for use.

**6.7.** Within **14 (fourteen)** days following the exercise of the right of withdrawal, the amounts subject to the Agreement shall be refunded to the Owner using the Owner's payment method. When returning the Product to Simmortals, the original invoice presented to the Owner upon delivery of the Product must also be returned by the Owner. If the Owner requests a corporate invoice, they must issue a return invoice for the relevant Product return or, if possible, reject the commercial invoice from their own systems within the specified period.

**6.8.** Simmortals will cover the shipping costs when the right of withdrawal is exercised. If there is no Simmortals Shipping Company branch in the location of the Owner for the return, the Owner may send the Product with any Shipping Company. In this case, Simmortals is responsible for any damage the Product may incur during the shipping process.

**6.9.** The Owner of the Memory shall exercise the right of withdrawal within the period and in accordance with the procedures specified in this article, otherwise they shall lose the right of withdrawal.

**6.10.** The Owner of the Memory shall not exercise their right of withdrawal for contracts relating to goods prepared according to their own wishes or personal needs and for Products whose protective elements such as packaging, tape, seal, or package have been opened after delivery. The Owner of the Memory shall not be able to exercise the right of withdrawal within the scope of contracts for the delivery of virtual products, flowers, plaques, and similar digital products offered for sale on the Platform and depleted by being added to memory pages, and those that are not suitable for return for health and hygiene reasons.

**6.11.** The Memory Owner shall exercise the right of withdrawal through the channels specified in Article 3 of this Form.

**6.12.** In cases where the Memory Owner exercises their right of withdrawal or where the service subject to the order cannot be provided for various reasons, if the purchase was made by credit card, the credit card refund procedure is as follows:

- In the event of a refund for goods purchased with a card, Simmortals cannot make a cash payment to the Owner of the Memory as per the agreement made with the Bank. Simmortals will process the refund via the relevant software when a refund is required. As Simmortals is obligated to pay the relevant amount to the Bank in cash or by offset, cash payments cannot be made to the Memory Owner in accordance with the procedure described above. Refunds to credit cards will be processed by the Bank in accordance with the above procedure after Simmortals pays the amount to the Bank in a single payment. The Memory Owner acknowledges and agrees to this procedure.
- The Memory Owner acknowledges and undertakes that the credit card details entered into the system during the purchase are correct and that they are solely responsible for any legal and criminal liability arising from the use of this credit card. If, after delivery of the product, the bank or financial institution fails to pay the product price to Simmortals due to the unauthorized, unjust, or unlawful use of the Memory Owner's credit card by unauthorized persons through no fault of the Memory Owner, the Owner of the Memory must send the product to Simmortals within 3 (three) days, provided that it has been delivered to them. In this case, the shipping costs shall be borne by the Owner of the Memory. If the Owner does not return the product, they agree and undertake that the product price will be transferred to Simmortals' bank accounts without any warning in cases where the product price is not charged to the credit card for any reason or the product price is refunded to the credit card. Even if the purchaser is the cardholder and/or has made the purchase with the cardholder's consent, Simmortals reserves the right to file a criminal complaint and claim material damages in the event of unauthorized use of the credit card.
- If the purchase is made using the 3D secure system, whether the purchaser has used the credit card with or without authorization will not matter to Simmortals, and the sale cannot be canceled. The cardholder cannot claim any material and/or moral damages from the seller in any way. The seller shall be released from liability to the cardholder upon delivering the goods to the address and person/entity specified during the purchase process.

## **7. Service Fee and Payment**

**7.1.** The Memory Owner shall be obligated to pay the Service Fee specified for the relevant Service and detailed in the Agreement when the Product order is placed. If the Memory Owner fails to make the payment, the order shall be deemed not to have been placed.



**7.2.** The Memory Owner acknowledges and declares that the bank/credit card information entered when paying the fees for the Product is a valid bank/credit card belonging to themselves and/or another person, and that the Memory Owner/cardholder consents to the fees for the Product being charged to this bank/credit card.

**7.3.** After the Pre-Information Form is approved and the Agreement is concluded, if the Product price is not paid for any reason or the bank payment is canceled, Simmortals shall refrain from its obligation to deliver the Product until the Memory Owner pays the Fee and informs Simmortals.

**7.4.** If the payment for the Product is made by the Memory Owner via bank/credit card, any legal risks arising from the Memory Owner and the bank/credit card holder or the person to whom the Product will be delivered being different persons, including the unauthorized and unlawful use of the bank/credit card by unauthorized persons, shall be borne by the Memory Owner. The Memory Owner agrees and undertakes not to make any claims against Simmortals in the event of any loss or damage in the aforementioned circumstances.

**7.5.** The payment institution is responsible for storing user information and all other necessary information, keeping it secure, and ensuring that transactions are carried out securely.

## **8. Resolution of Disputes**

If the Memory Owner experiences any problems due to the purchase covered by this agreement, they may submit their complaints and objections **to the Consumer Arbitration Committee or Consumer Court** in the location where the Memory Owner purchased the goods or resides, in accordance with the values announced by the Ministry. In this case, the Owner must apply for mandatory mediation before applying to the court.

*This Pre-Information Form was updated on 20.12.2025*