

DISTANCE SALES AGREEMENT

WARNING: In accordance with the relevant law, please print and read the following contract text in 12-point bold font. Furthermore, every buyer who makes a purchase from our website is deemed to have read and accepted all the terms of the following sales contract prepared by us without the need for any further notice.

1. DEFINITIONS

Buyer	The Buyer is the Memory Owner who makes purchases from the website with the domain name www.simmortals.com , which is the internet address of Simmortals. The address and contact information provided by the Memory Owner in the invoice and contact details shall be taken as the basis.
Ministry	The Ministry of Trade of the Republic of Turkey.
Bank	Licensed institutions established in accordance with the Banking Law No. 5411.
Shipping Company	A contracted shipping or logistics company that delivers the Product to the Owner of the Memory and, in return processes, collects the Product from the Owner of the Memory and delivers it to Simmortals.
Platform	The website owned by Simmortals at www.simmortals.com .
Seller	Simmortals Technology International B.V. VAT number: 868347711B01 VAT identification number: NL868347711B01

2. BUYER AND SELLER INFORMATION

BUYER		SELLER	
Person to whom the goods will be delivered		Title	Simmortals Technology International B.V.
Delivery Address		Address	<i>Buitenplein 64 1181 Ze Amstelveen/ Netherlands</i>
Phone		Fax	
Fax		VAT/BTW Number	(VAT) number: 868347711B01 BTW identification number: NL868347711B01
Email		Phone	
Username		Email	sales@simmortals.com

3. SUBJECT OF THE AGREEMENT

3.1. This Agreement regulates the rights and obligations of the parties in accordance with the provisions of the Consumer Protection Law No. 6502 and

the Distance Contracts Regulation regarding the sale and delivery of the product specified below, whose characteristics and sales price are indicated, ordered electronically by the Owner of the Memory through the website belonging to Simmortals.

3.2. The prices listed and advertised on the website are the sales prices. The advertised prices are valid until updated or changed. If a product is advertised for a limited time, the advertised price will be valid until the end of the specified period.

3.3. The subject matter of this agreement is the determination of the rights and obligations of the parties regarding returns, cancellations, and terminations in accordance with the provisions of Law No. 6502 on Consumer Protection, in relation to the sale and performance of the product specified below, whose characteristics and sales price are indicated, ordered by the Owner of the Memory from Simmortals via the Platform in an electronic environment.

3.4. The Owner of the Memory has been informed by Simmortals of all preliminary information regarding the service subject to sale, including the name, title, physical address, telephone number, and other contact details of Simmortals, the basic characteristics of the service being sold, the sales price including taxes, the payment method, the delivery conditions and costs, the use of the right of withdrawal, how to exercise the right of withdrawal, and how to submit complaints and objections. The Memory Owner hereby declares that they have been informed by Simmortals about the performance and requirements of the product subject to sale in a manner appropriate to the internet environment, that they have confirmed the aforementioned preliminary information electronically, and that they have subsequently placed the order in accordance with the provisions of this agreement.

3.5. The preliminary information provided on the Platform and the invoice issued based on the order placed by the Memory Owner are annexes and integral parts of this agreement. The Memory Owner, the service recipient, and the persons on whose behalf the invoice is issued may be the same and/or different persons. If they are different persons, the Memory Owner is solely responsible for all information provided. The information provided by the Memory Owner to Simmortals must be complete and accurate. It is entirely the responsibility of the Memory Owner to provide this information to Simmortals in a complete and accurate manner. Simmortals cannot be held liable in any way for damages arising from the inaccuracy, inconsistency, or incompleteness of the information in question.

4. PRODUCT INFORMATION

4.1. The prices listed on the Platform are the selling prices. The selling price of the goods or services covered by the contract, including all taxes, is displayed on our website. Simmortals may announce different prices from time to time. In such a case, the announced prices will be valid until the end of the specified period.

4.2. As a rule, Simmortals shall notify the Owner of the Memory in writing or via a durable medium within 3 (three) days of becoming aware of the situation

and to refund all payments received, including delivery costs if applicable, within a maximum of fourteen days from the date of notification.

4.3. However, if the products ordered by the Customer become unavailable for any reason, the Customer has the right to choose alternative products for the products ordered at . By selecting the "Let **Simmortals** Choose" option for the alternative product choice, the Customer accepts and declares that the alternative products will be selected by Simmortals. The Customer accepts and declares that if the product(s) they ordered cannot be supplied for any reason, they will receive the alternative product(s) at the price sold in the store on that day. The Customer accepts and declares that if they postpone their current order to a later date, they will receive the products included in their order at at the price and stock available in the store on that day.

4.4. The Owner accepts and declares that any price differences arising from alternative products between the order and the delivered product(s) will be reflected separately in the payment amount and that they will pay this amount to Simmortals.

4.5. The Owner of the Memory agrees to purchase the listed products online by paying with a credit card via a virtual POS. VAT is included in the fee. In the event of default on transactions made with a credit card, the Owner of the Memory will pay interest within the framework of the credit card agreement made with the cardholder bank and will be liable to the bank. In this case, the relevant bank may take legal action; it may claim the resulting expenses and attorney's fees from the Memory Owner and, in any case, if the Memory Owner defaults due to their debt, the Memory Owner agrees to pay Simmortals' damages and losses arising from the delayed performance of the debt. Unless otherwise specified, the delivery costs of the Product shall be borne by the Owner. If Simmortals has declared on the Platform that it will cover the delivery fee, the delivery costs shall be borne by Simmortals.

5. GENERAL PROVISIONS

5.1. This Agreement shall become effective upon the Owner of the Memory checking or clicking the "I have read and accept" option.

5.2. The Owner acknowledges and declares that they have read and are aware of the information regarding the basic characteristics of the products subject to the agreement on the Platform, the sales price, the payment method, and any additional costs that may arise, as well as the preliminary information regarding delivery, and that they have provided the necessary confirmation electronically. By confirming the Preliminary Information electronically, the Owner of the Memory acknowledges, declares, and undertakes that they have obtained, correctly and completely, the address that Simmortals must provide to the Owner of the Memory prior to the establishment of the distance sales agreement, the basic characteristics of the products ordered, the price of the products including taxes, and the payment and delivery information.

5.3. The products covered by the contract will be shipped to the address specified by the Owner via a contracted shipping company, provided that the legal time limit is not exceeded. Simmortals shall not be held liable for any damages resulting from the shipping company's failure to deliver the product.

5.4. Simmortals undertakes to deliver the product subject to the Agreement in full, in accordance with the specifications stated in the order, free from any defects, in a manner that is sound and compliant with legal regulations, in accordance with the principles of accuracy and integrity, to maintain and improve service quality, exercise due care and diligence during the performance of the work, and act with caution and foresight.

5.5. Simmortals accepts, declares, and undertakes that if it becomes impossible to fulfill the product subject to the order and it cannot fulfill its obligations under the contract, it will notify the consumer in writing within 3 (three) days from the date it learns of this situation and will refund the price paid by the Owner within 14 (fourteen) days.

5.6. The Memory Owner agrees, declares, and undertakes that they will confirm this Agreement electronically for the delivery of the product subject to the Agreement, and that in the event of non-payment of the price of the product subject to the Agreement for any reason and/or its cancellation in the bank records, Simmortals's obligation to deliver the product subject to the Agreement at shall terminate.

5.7. The Owner of the Memory accepts, declares, and undertakes that if, after delivery of the product subject to the Agreement to the Owner of the Memory or to the person and/or organization at the address indicated by the Owner of the Memory, the price of the product subject to the Agreement is not paid to Simmortals by the relevant bank or financial institution as a result of unauthorized use of the credit card belonging to the Owner of the Memory by unauthorized persons, the Owner agrees, declares, and undertakes to return the product subject to the Agreement to Simmortals within 3 (three) days.

5.8. Simmortals agrees, declares, and undertakes that if it cannot deliver the product subject to the contract within the specified time due to force majeure circumstances beyond the control of the parties, unforeseeable circumstances, and circumstances that prevent and/or delay the parties from fulfilling their obligations, it will notify the Owner of the Situation.

5.9. The Memory Owner shall inspect the goods subject to the contract before accepting delivery; they shall not accept delivery of damaged or defective goods/services, such as those that are dented, broken, or have torn packaging, from the shipping company. The goods accepted for delivery shall be deemed to be undamaged and intact.

5.10. The Owner declares and undertakes that the personal and other information provided when registering on the Simmortals website is true and accurate, and that they will immediately compensate Simmortals in full for any damages incurred by Simmortals due to the inaccuracy of this information upon Simmortals' first notification.

5.11. The Owner of the Memory accepts and undertakes from the outset to comply with the provisions of the legal legislation while using the website belonging to Simmortals and not to violate them. Otherwise, all legal and criminal liabilities that may arise will be borne entirely and exclusively by the Owner of the Memory.

5.12. The Memory Owner may not use the Simmortals website in any way that disrupts public order, violates public morality, disturbs or harasses others, for any illegal purpose, or in a manner that infringes on the material and moral rights of

others. Furthermore, the member may not engage in activities that prevent or hinder others from using the services (spam, viruses, Trojan horses, etc.).

5.13. Links to other websites and/or other content owned and/or operated by third parties over which Simmortals has no control may be provided on the Simmortals website. These links are provided for the convenience of the Memory Owner and do not constitute an endorsement of any website or the person operating that site, nor do they guarantee the information contained on the linked website.

5.14. The Memory Owner who violates one or more of the provisions listed in this agreement shall be personally liable for such violation and shall hold Simmortals harmless from any legal or criminal consequences of such violations.

6. RIGHT OF WITHDRAWAL

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

6.2. The withdrawal period begins on the day the Memory Owner or a third party designated by the Memory Owner receives the product. However, the Memory 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, 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 is taken as the basis.

6.4. Simmortals, in the event that the Memory Owner exercises their right of withdrawal prior to the delivery of the Product, the right of withdrawal shall be deemed exercised from the date on which the notification of withdrawal is received by Simmortals. If the Owner exercises their right of withdrawal after the Product has been delivered, if the payment has not been transferred to Simmortals as of the date the notice of withdrawal is received, the Product subject to the right of withdrawal shall be delivered to the Shipping Company designated for returns as of the date it is delivered to said company, or if it is returned using a Shipping Company other than the one designated for returns, as of the date it is received by Simmortals, if the Owner of the Memory exercises their right to terminate the Agreement due to the order not being delivered within the legal time frame, Simmortals is responsible for refunding the price of the Agreement and the delivery costs to the Owner of the Memory 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 Customer shall return the Product to Simmortals via a Courier Company within **14 (fourteen)** days of exercising the 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 within the scope of 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. Shipping costs will be covered by Simmortals.

6.9. The Owner shall exercise their right of withdrawal within the time and in the manner specified in this article, otherwise they will lose their right of withdrawal.

6.10. The Owner 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, seals, and packages have been opened after delivery. The Owner cannot exercise their right of withdrawal for contracts relating to virtual products, flowers, plaques, and similar digital products offered for sale on the Platform and depleted by being added to memory pages, or for products 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 in accordance with the agreement made with the Bank. Simmortals will process the refund via the relevant software when a refund is required. Since 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 as per the procedure described above. Refunds to credit cards will be made 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 that they have read and accept this procedure.

6.13. The Owner acknowledges and agrees that the credit card information provided to the system during the purchase is accurate and that they are solely responsible for any legal or criminal liability arising from the use of this credit card. If, after delivery of the product, the bank or financial institution fails to pay Simmortals the product price due to the unauthorized, unjust, or unlawful use of the Anı Sahibi's credit card by unauthorized persons through no fault of the Anı Sahibi, 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.

6.14. If the purchase is made using the 3D secure system, whether the purchaser 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 Simmortals in any way. Simmortals shall be released from its liability to the cardholder upon delivery of the goods to the address and person/entity specified during the purchase process.

7. SERVICE FEE AND PAYMENT

7.1. When the Product is ordered, the Owner of the Memory shall be liable to pay the Service Fee specified for the Service in question and detailed in the Agreement. If the Owner of the Memory fails to make the payment, the order shall be deemed not to have been placed.

7.2. When paying the fees for the Product, the Owner of the Memory acknowledges and declares that the bank/credit card information they have entered, belonging to themselves and/or another person, is a valid bank/credit card, and that the fees for the Product will be collected from this bank/credit card with their/the cardholder's consent.

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 storage and secure keeping of user information and all other necessary information, as well as the secure execution of transactions, are the responsibility of the relevant payment institution.

8. DEFAULT PROVISIONS

8.1. In the event that the parties fail to fulfill their obligations arising from this agreement, the provisions on Default of the Debtor set forth in Articles 106-108 of the Turkish Code of Obligations No. 6098 shall apply. In the event of default, if either party fails to perform its obligations within the specified time without a valid reason, the other party shall give the defaulting party a period of 7 (seven) days to perform the obligation in question. If the obligation is not fulfilled within this period, the party failing to fulfill its obligation shall be deemed to be in default, and the creditor shall have the right to demand the termination of the

contract and the refund of the price by demanding the performance of the obligation. Pursuant to the last paragraph of Article 16 of the Regulation on Distance Contracts, Simmortals undertakes to notify the Memory Owner in writing within 3 (three) days of becoming aware of the situation if it claims that it is impossible to perform the service subject to the order and cannot fulfill its obligations under the contract. In this case, Simmortals has the right to terminate the contract immediately and undertakes to refund the service fee paid by the Memory Owner and all documents that may have incurred debt within 14 (fourteen) days. In such a case, the Memory Owner agrees and undertakes that they cannot make any claim against Simmortals for compensation for any additional material or moral damages.

8.2. If Simmortals is unable to perform the service subject to the contract within the specified period due to force majeure events or extraordinary circumstances that prevent the provision of the service, such as adverse weather conditions, transportation disruptions, fire, earthquake, or flood, in such cases, the Memory Owner may exercise the right to cancel the service or postpone it until the circumstances preventing its performance are resolved, acknowledging that Simmortals shall bear no responsibility.

9. PROTECTION OF PERSONAL DATA AND CONFIDENTIALITY

The information specified in this Agreement by the Memory Owner and the information provided to Simmortals for payment purposes will not be shared with any third parties other than the shipping company contracted by Simmortals. If Simmortals is required to disclose such information due to administrative or legal obligations, the Memory Owner shall not hold Simmortals liable. Simmortals will process the personal data belonging to the Memory Owner, who is a party to this Agreement, in accordance with the primary and secondary obligations arising from the Personal Data Protection Law No. 6698 ("PDPL") for the purpose of establishing and fulfilling this Agreement, and shall take all necessary technical and administrative measures to ensure an appropriate level of security to prevent the unlawful processing of personal data obtained from the Memory Owner and unlawful access to personal data, and to ensure the protection of personal data. By approving this Agreement, the Data Subject acknowledges, declares, and undertakes that they have been informed by Simmortals about the processing of personal data in accordance with the PDPL.

10. RESOLUTION OF DISPUTES

In the event of any problems arising from the transaction subject to this Agreement, the Owner may submit complaints and objections **to the Consumer Arbitration Committee or Consumer Court** in the location where the Owner purchased the goods or resides, in accordance with the values announced by the Ministry. In such cases, the Owner must apply for mandatory mediation before applying to the court.

11. EFFECT

The Owner shall be deemed to have accepted all the terms of this agreement when they make the payment for the order placed on the Site. Simmortals is obliged to make the necessary software arrangements to obtain confirmation that this agreement has been read and accepted by the Owner on the site before the order is placed.

This Distance Sales Agreement was updated on 20.12.2025.