

RETURN, CANCELLATION, AND WITHDRAWAL CONDITIONS

WARNING: In accordance with the relevant law, please print this text in 12-point bold font and read it. Furthermore, every Customer who makes a purchase from our website is deemed to have read and accepted all the provisions of this text, which has been prepared by us in accordance with Law No. 6502 on Consumer Protection and other relevant legislation, without the need for any further notification.

1. DEFINITIONS

Memory Owner	A person who makes a purchase from the website with the domain name www.simmortals.com , which is Simmortals' internet address. The address and contact information provided by the Customer 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 internet site with the domain name www.simmortals.com belonging to the Seller.
Seller/Simmortals	Simmortals Technology International B.V. (VAT) number: 868347711B01 BTW-identificatie number: NL868347711B01
Product	Products offered in the Online Store section of the Platform.
Law	Law No. 6502 on the Protection of Consumers
Contract	Distance Selling Agreement
Regulation	Regulation on Distance Contracts
Email	sales@simmortals.com

These Return, Cancellation, and Withdrawal Conditions govern the rights and obligations of the parties regarding the sale and delivery of the product/service specified in terms of its characteristics and sales price, which the Owner has ordered from Simmortals, in accordance with the provisions of the Consumer Protection Law No. 6502.

- The Memory Owner who places an order electronically through this Platform is deemed to have accepted the provided Pre-Information Form and Distance Selling Agreement.
- The Owner may exercise their right to withdraw from the contract by rejecting the goods without assuming any legal or criminal liability and without providing any justification, provided that they notify Simmortals

within 14 (fourteen) days from the date of delivery of the purchased product to themselves or to the person/entity at the address they specified, using the contact information specified under the Definitions heading of this text. In this case, shipping costs will be covered by Simmortals.

- To exercise the right of withdrawal for all products purchased through the platform and desired to be returned, the product must be carefully preserved by the Owner of the Memory, and the original packaging must be unopened, undamaged, and unused. The product must be returned with the invoice, stating the reason for the return. If the original invoice is not sent to Simmortals, VAT and any other legal obligations cannot be refunded.
- Any promotional or campaign products given as gifts with the product to be returned must also be returned at the same time.
- The Owner must inspect the goods subject to the contract before accepting delivery; they must not accept delivery of damaged or defective goods or services, such as those that are dented, broken, or have torn packaging, from the shipping company. The goods/services accepted for delivery will be deemed to be undamaged and intact.
- If it is determined that the goods are defective, the Owner may:
 - a) Withdraw from the contract by notifying the seller that they are prepared to return the goods,**
 - b) Retain the goods and request a discount from the sale price proportional to the defect,**
 - c) Request replacement of the item with a defect-free equivalent, if possible,**Simmortals is obligated to fulfill the request chosen by the Owner. If replacing the goods with defect-free goods would cause disproportionate difficulties for Simmortals, the Owner may exercise the right to withdraw from the contract or request a discount on the price proportional to the defect. In determining disproportion, factors such as the defect-free value of the goods, the significance of the defect, and whether exercising other discretionary rights would cause problems for the Owner shall be taken into account.
- Pursuant to the provisions of Article 13/3 of the Regulation, if the product that the Owner wishes to return is defective, the shipping costs shall be covered by Simmortals.
- Pursuant to Article 12 of the Regulation, Simmortals is obliged to refund all payments collected, including the delivery costs of the goods to the Owner, if any, within fourteen days from the date of receipt of the notification that the Owner has exercised their right of withdrawal, without imposing any penalty.
- Simmortals is not liable if it cannot fulfill its obligations due to force majeure, such as adverse weather conditions, general strikes, epidemics, or disruption of transportation, but not limited to these, and if it has collected payment from the Owner, it must notify the Owner in writing within 3 days. service, and has collected payment from the Owner, it must notify the Owner in writing or via a durable medium within 3 days and refund all payments collected,

including delivery costs, if any, to the Owner within fourteen days at the latest from the date of notification.

- Pursuant to the provisions of Article 15 of the Regulation, **the following products are not subject to the right of withdrawal:**
 1. Products that cannot be returned due to their nature,
 2. Products prepared according to the Memory Owner's requests or clearly for their personal needs,
 3. Precious stones in natural stone products, which may vary in size and tone due to their non-synthetic nature, and therefore cannot be returned due to size and tone differences,
 4. Products produced specifically for the Customer, or products that have been customized with additions or modifications to make them specific to the Customer,
 5. Products that come into direct contact with the body during use and are therefore sensitive from a hygiene perspective,
 6. Products that are prone to spoilage or have an expired shelf life,
 7. Virtual products, flowers, plaques, and similar digital products sold on the Platform and depleted by being added to memory pages.
 8. For contracts regarding the delivery of goods whose protective elements such as packaging, tape, seals, and packages have been opened after delivery, the right of withdrawal cannot be exercised for returns that are not suitable for health and hygiene reasons.
- Memory Owners who wish to exchange a product they received by mistake or wish to exchange the product they purchased for another product may return the product undamaged, with its packaging and invoice, to the address specified by Simmortals.
- The return request must be submitted to Simmortals within 14 days of the date the products were delivered. The original invoice must be presented along with the product to be returned. Returns must be made with the original box/package or packaging/label.
- Before sending the product, the return form on the e-archive invoice sent to the Customer must be completed and sent along with the product.
- If the Owner returns the product, the product price will be refunded to the Owner within 14 days of the returned product reaching Simmortals, using the payment method used by the customer for the purchase.
- If the value of the goods decreases due to a fault on the part of the Owner of the Memory, or if the return becomes impossible, the Owner of the Memory is obliged to compensate Simmortals for its losses in proportion to the fault.
- If the Owner defaults on payment made by credit card, the Owner acknowledges, declares, and undertakes to pay interest and be liable to the bank in accordance with the credit card agreement between the cardholder and the bank. In this case, the relevant bank may take legal action; 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 must accept that they will pay the damages and losses incurred by Simmortals due to the delayed performance of the debt, without prejudice to the provisions of the Agreement.

- After the product is delivered, if it is determined that the credit card used by the Owner for payment has been fraudulently used by unauthorized persons and the price of the sold product is not paid to Simmortals by the relevant bank or financial institution, the Owner must return the product subject to the contract to Simmortals within **3 days**, with the shipping costs borne by the Owner.
- If the Memory Owner defaults in taking possession of the sold item, the benefits and damages of the sold item shall pass to the Memory Owner as if the transfer of possession had taken place. If the Memory Owner, who is obliged to take delivery of the products on time, fails to fulfill this obligation, they shall be obliged to cover all expenses incurred by Simmortals for the products from the date of default.
- The Owner may submit complaints and objections to the Consumer Arbitration Board or Consumer Court in the location where the Owner purchased the goods or services or where the Owner resides, within the monetary limits determined by the Ministry. In this case, the Owner must apply for mandatory mediation before applying to the court.
- Simmortals reserves the right to update or modify these terms from time to time. When the Owner uses this website or orders products from Simmortals, they are subject to the principles and terms in effect at that time, unless changed. Any potential changes made to the terms or privacy statement in accordance with the law or the decisions of the competent authorities of the government will also apply to orders placed by the Memory Owner in advance. This change does not affect the legal rights of the Memory Owner.

***This Return, Cancellation, and Withdrawal Procedure was updated on
20.12.2025.***

ANNEX-1 – SAMPLE WITHDRAWAL FORM

(This form should only be completed and submitted when exercising the right to withdraw from the contract.)

Address to be sent to:

Address must be entered.

Information Header	Description / Field to be filled in
Order Date or Delivery Date
Product Subject to the Right of Withdrawal
Price of the Product Subject to the Right of Withdrawal
Name and Surname of the Owner of the Memory	
Address of the Owner of the Memory	
Signature of the Owner <i>(Only if sent on paper)</i>	
Date	