#### **DISTANCE SALES AGREEMENT**

### 1. PARTIES

**1.1.** This Distance Sales Agreement ("**Agreement**") has been executed by and between the ("**Recipient**") whose address is given under article 5 and [**Projebir-Şekeralp Partnership Zeynep Mursaloğlu**], residing at [**Bebek Mah. Yeniyol Cikmazi Sok. No: 6/3 Besiktas Istanbul**] ("**VENDOR/PROVIDER**") electronically under the terms and conditions given below.

#### 2. DEFINITIONS

**2.1.** The below-written terms will refer to the corresponding written explanations in implementation and interpretation of this agreement:

Minister	:	Minister of Commerce,
Ministry	:	Ministry of Commerce,
Law	:	Consumer Protection Law,
Regulation	:	Regulation of Distance Sales,
Service	:	The subject of any consumer transaction other than the supply of goods made or promised to be made in return for a fee or benefit,
Vendor	:	Real or legal entity offering goods to consumer or acting in the name of or on account of the person who is offering goods for commercial or occupational purposes including publicly legal persons,
Recipient	:	Real or legal person who obtains, uses or makes use of a goods or service for the purposes other than commercial or occupational purposes,
Website	:	Website named projebir.com of VENDOR/PROVIDER,
Customer	:	Real or legal person who requests a goods or service through a website named <b>projebir.com</b> of VENDOR/PROVIDER,
Parties	:	VENDOR/PROVIDER or RECIPIENT,
Agreement	:	This Agreement signed between VENDOR/PROVIDER and RECIPIENT,
Product(s)	:	The products subject to the shopping.

# 3. SUBJECT

The subject of this Agreement is to regulate the rights and liabilities of the parties as per the provisions of Consumer Protection Law No. 6502 and Regulation of Distance Agreements regarding the sales and delivery of the products by RECIPIENT, whose detailed information is given on (projebir.com) the website which is operated by VENDOR.

### 4. SUBJECT MATTERS FOR WHICH RECIPIENT IS INFORMED BEFOREHAND

**4.1.** RECIPIENT accepts that he/she has reviewed, read, understood all explanations in the parts of relevant pages of the Website and required notification was made to him/her before uploading this Agreement with the approval of RECIPIENT on the Website and before entering into liability of order and payment in the subject matters below.

a) The title and contact details as well as updated introductory information of VENDOR/PROVIDER,

**b)** Appropriate tools and methods suitable for the purpose regarding the correction of information that is entered incorrectly as well as the stages of sales transaction at the time of obtaining Products/Service from the Website,

c) Electronic contact details that VENDOR/PROVIDER is a member of a Trade Association (ITO- ISTANBUL CHAMBER OF COMMERCE) and the place where behavioral rules that are anticipated for the occupation [Radio, TV, retail commerce made by mail or internet] can be obtained (Phone: 0533 929 88 44),

**d)** Confidentiality, data usage-processing and electronic communication rules to the RECIPIENT for the RECIPIENT information implemented by VENDOR/PROVIDER as well as the permits granted by RECIPIENT to VENDOR/PROVIDER in these subject matters, legal rights of RECIPIENT, rights of VENDOR/PROVIDER and the methods of exercising the rights of the parties,

e) The limitations of delivery anticipated by VENDOR/PROVIDER for the Products/Services,

**f)** Payment methods-instruments accepted by VENDOR/PROVIDER for the Products/Service(s) subject to the agreement as well as the fundamental features-natures of Products/Service, total amount including taxes (total fee to be paid by RECIPIENT to VENDOR/PROVDER),

**g)** Information on the methods regarding the delivery of Products to RECIPIENT and the shipment-delivery-cargo fees,

**h)** Information regarding other payment/receipt and delivery information related to the Products and performance of the Agreement, responsibilities of the parties in these matters,

i) Products and other goods-services for which RECIPIENT does not have the right of withdrawal,

**j)** In the cases where RECIPIENT has right of withdrawal, if he/she does not use this right under its terms of use, term, and method and within the term of right, RECIPIENT will lose his/her right of withdrawal,

**k)** For the Products/Service with the right of withdrawal, in case the product breaks down or undergoes a change due to the failure of using the product according to its use instructions,

standard operation and technical specifications within the period of withdrawal, RECIPIENT's request of withdrawal will not be accepted and in any case, will be responsible against VENDOR/PROVIDER, in case VENDOR/PROVIDER accepts, he/she may sets off the amount that is deemed suitable according to the relevant breakdown or change from the reimbursement to be made to RECIPIENT,

**m)** The details of utilization conditions (special terms) regarding the various opportunities that can be applied in the Website of RECIPIENT time to time,

**n)** Depending on its nature, all other sales conditions included in this Agreement and this Agreement are sent to RECIPIENT by email after they are approved and established by RECIPIENT on the WEBSITE, they are kept and can be accessed by RECIPIENT within the period requested, VENDOR/PROVIDER can store them in the presence of [.] years/months,

**o)** In case of dispute, RECIPIENT will be able to submit his/her complaints to the VENDOR/PROVIDER with the contact information and legal applications to the District/Provincial Arbitration Committees and Consumer Courts in accordance with the relevant provisions of the Law No. 6502.

#### 5. VENDOR INFORMATION

Title	: PROJEBIR –ZEYNEP MURSALOĞLU ŞEKERALP PARTNERSHIP	
Address	: BEBEK MAH. YENI YOL CIKMAZI SOK. NO:6/3 BESIKTAS-ISTANBUL	
Mersis	: 2106501467200015	
Phone	: 05339298844	
Fax	:	
Email	: projebir@projebir.com	

#### 6. RECIPIENT INFORMATION

Delivered to	:
Delivery Address	:
Phone	:
Fax	:
Email	:

#### 7. CUSTOMER INFORMATION

Name/Surname/Title	:
Address	:
Phone	:
Fax	:
Email	:

#### 8. INVOICE INFORMATION

Name/Surname/Title :		
Address	:	
Phone	:	
Fax	:	
Email/Username	:	

**Delivery of Invoice:** The invoice will be delivered along with the order to the delivery address at the time of delivery of the order.

### 9. INFORMATION ON PRODUCT(S) – SERVICE(S) SUBJECT TO THE AGREEMENT

**9.1.** The main specifications of Goods/Product(s)/Service (type, amount, brand/model, color, unit) are given on the website of VENDOR/PROVIDER. You can review the main specifications of Product during the campaign.

**9.2.** The prices listed and announced on the site are the sales price. The announced prices and promises shall be valid until they are updated and changed. The prices announced as with definite duration shall be valid until the end of the specified period.

**9.3.** The sales price of the goods or service subject to the agreement including all taxes are shown in the table below.

Product Definition / Service Definition		Unit Price	Sub-Total (Including VAT)
		Total:	

Payment Type	:
Total Order Amount	:
Delivery Address	:
Delivered to	:
Invoice Address	:
Date of Order	:
Type of Delivery	:

**9.4**. Additional fees such as shipping fee, any other tax, duty fee, which is the product shipping cost, will be paid by RECIPIENT.

Your product(s) purchased from **www.projebir.com** will be delivered to the delivery address given after the approval of payment.

The delivery period of products is 1-3 days depending on the delivery address. The invoices of products are sent by cargo.

**9.5.** On the order summary page, there is information in how many installments the order total will be paid. Your bank and payment service provider (*iyzico*) can apply several installments more than the number of installments you selected by arranging campaigns or may offer services such as installment deferral. Such campaigns are under the initiative of your bank and in case it is under the knowledge of our company, we provide information about the campaigns on our pages. The order total from the statement date of your credit card will be reflected by your bank to your receipt of credit card by dividing into the number of installments. The Bank may not distribute installment amounts evenly to the months by taking the difference of fraction into account. Creating your detailed payment plan is under the initiative of your bank. The information regarding the interest rates and default interest

are the matters required to be confirmed with the bank of RECIPIENT and RECIPIENT accepts and undertakes that he/she knows that such matters are under the contractual relationship with his/her bank.

The prices of products on **www.projebir.com** are VAT included. After your credit card payment is approved, your order is approved and delivered to the cargo.

If any problem occurs regarding your payment, the users are notified about the problem on the payment page.

# 10. GENERAL CONDITIONS

**10.1.** RECIPIENT accepts, declares, and undertakes that he/she has read and has been informed about the preliminary information regarding main specifications, sales price and payment type as well as the delivery of the Product/Service subject to the Agreement on the Website, and that he/she has given the required confirmation electronically. RECIPIENT accepts, declares and undertakes that he/she has obtained accurately and fully the address that needs to be given by VENDOR/PROVIDER to RECIPIENT before establishment of distance sales agreement, main specifications of products ordered, their VAT-included price, payment and delivery information.

**10.2.** Each product subject to the agreement is delivered to RECIPIENT or a person and/or organization at the address shown by RECIPIENT within the period specified in the preliminary information on the website depending on the distance of place of RECIPIENT, provided that not exceeding 30-day legal period. In case of not performing the act within this period, RECIPIENT may use either of his/her right to cancel the order or to deliver the product(s) subject to the order by waiting for the delivery period. In case RECIPIENT cancels the order, the paid amount is fully paid in cash to him/her within 14 (fourteen) days. The delivery date of the products specified as "estimated delivery date" on the website is stated as an estimate and this expression does not include any commitment. These products will be delivered to RECIPIENT within 30 days at the latest as specified in the legislation.

If the product(s) subject to Distance Sales Agreement is delivered to a person/organization other than RECIPIENT, VENDOR shall not be held responsible if the person/organization who will deliver the product does not accept the delivery.

**10.3.** VENDOR/PROVIDER accepts, declares and undertakes to deliver the product/service subject to the Agreement fully, in compliance with the qualifications specified in the order and along with the warranty documents, operating manuals information and documents as per the job, if any; to perform the job, free from all kinds of defects, in a durable way according to the requirements of legal legislation, in accordance with the standards within the principles of sincerity and honesty; to protect and increase the service quality; to exercise required attention and care required at the time of product delivery and performance of service; to act with caution and prudence.

**10.4**. RECIPIENT confirms that he/she will confirm this Agreement for the performance of delivery of the Product/performance of the Service subject to the Agreement electronically and that he/she will pay the price of the product(s) with the method preferred by VENDOR. In case of failure of paying the Product/Service subject to the Agreement for any reason and/or in case it is cancelled in the records of the bank, financial institution, RECIPIENT accepts, declares and undertakes that the liability of VENDOR concerning the delivery of

product subject to the agreement terminates. RECIPIENT accepts, declares, and undertakes that the VENDOR/PROVIDER has no responsibility for the payments made by the bank and/or financial institution to VENDOR/PROVIDER for any reason, for which a failed code is sent by the bank and/or financial institution.

**10.5.** In case the price of the product/service subject to the Agreement are not paid by the relevant bank or financial institution to VENDOR/PROVIDER as a result of unfair use of RECIPIENT's credit card by unauthorized persons after the delivery of Product subject to the Agreement to RECIPIENT or to the person and/or organization at the address shown by RECIPIENT, all kinds of legal risks belong to RECIPIENT. RECIPIENT accepts, declares, and undertakes that he/she will reimburse the product subject to the Agreement to VENDOR in a way that the shipping fee will belong to VENDOR. RECIPIENT accepts and undertakes that he/she will not make any request from VENDOR in case any damage is imposed by him/her in the matters in question.

**10.6.** If the VENDOR/PROVIDER cannot deliver the product subject to the agreement within the period of time or perform the service within the period due to force majeure such as the occurrence of circumstances that are beyond the will of the parties, unforeseeable and prevent and/or delay the fulfillment of the debts of the parties, he/she accepts, declares and undertakes that he/she will notify the RECIPIENT. RECIPIENT also has the right to request from the VENDOR/PROVIDER to cancel the order, to replace the product subject to the agreement with its similar, if any, to perform the service with a substitute, and/or to delay the delivery period until the obstacle is eliminated. The order can be cancelled within 24 hours after placing the order. You can cancel the order before delivering to the cargo which means after that "We have received your order." message is sent to you and before that "Your order has been shipped." message is delivered to you. You can send an email to projebir@projebir.com to cancel the order. Unless the product is deficient, there is no refund or exchange on customized products. In case the order is cancelled by RECIPIENT, in the payments made by RECIPIENT in cash, the amount of product is fully paid in cash to him/her within 2 (two) days. In the payments made by RECIPIENT via credit card, the amount of product/service fee is reimbursed to the relevant bank within 5 (five) days following the cancellation of order by RECIPIENT. RECIPIENT accepts, declares and undertakes that the average time regarding that the amount which is reimbursed to the credit card by VENDOR/PROVIDER may take (3-5 days) to 2 (two) weeks to be reflected to RECIPIENT's account by the bank, that reflection of this amount to RECIPIENT's account after its reimbursement to the bank is completely related to the banking transaction process, and that he/she cannot hold VENDOR responsible for the potential delays.

The order can be cancelled within 24 hours after placing the order. You can cancel the order before delivering to the cargo which means after that "We have received your order." message is sent to you and before "Your order has been shipped." message is delivered to you. You can send an email to projebir@projebir.com.

You should contact by telephone at +90539 7812072 or by email at projebir@projebir.com for change or communication.

In all products other than the customized products, any change can be made within 15 business days. The product can be reimbursed within the specified period along with the invoice. It is obliged that the product has never been used and has not been damaged. There are no exchanges or refunds on used or damaged products.

The notification for refund needs to be made within 5 business days following the delivery of product by email at projebir@projebir.com.

In order to start the transaction of reimbursement, the product needs to be sent by cargo to the address "BEBEK MAH. YENIYOL CIKMAZI SOK. NO:6/3 BESIKTAS-ISTANBUL" along with its invoice. Return shipping charges are the responsibility of the returning person. When the refund is approved, the registered email address of Recipient is reached by email, and the amount is deposited to the account to which he/she has made the payment via credit card. The reimbursement process starts within 7 business days as of the notification of refund. The return cargo fees belong to the user. The refund address is BEBEK MAHALLESI YENI YOL CIKMAZ SOKAK NO:6/3 BESIKTAS-ISTANBUL.

**10.7.** RECIPIENT will examine the goods subject to the Agreement before delivery; he/she will not deliver the crushed, broken, damaged, torn and deficient goods, etc. from the cargo company. The delivered goods/service is considered undamaged and durable. The responsibility of protecting the goods/service carefully following the delivery belongs to RECIPIENT.

**10.8.** In case RECIPIENT and the holder of the credit card used during the order are not the same person or a security vulnerability is detected regarding the credit card used in the order before the product is delivered to RECIPIENT, VENDOR/PROVIDER may request from RECIPIENT to submit the identity and contact details related to the holder of credit card, the statement of the previous month of the credit card used in the order or a letter from the bank of the card holder stating that the credit card belongs to him/her. The order will be frozen until RECIPIENT provides the information/documents subject to the request, and if the aforementioned requests are not met within 24 (twenty-four) hours, VENDOR has the right to cancel the order.

**10.9**. RECIPIENT declares and undertakes that his/her personal and other information provided while being a member of the website of VENDOR/PROVIDER is realistic, that he/she will fully compensate immediately and in cash all of the damages to be imposed by VENDOR/PROVIDER due to the its unrealistic nature upon the first notification of VENDOR/PROVIDER.

**10.10.** RECIPIENT accepts and undertakes that he/she will rely on the provisions of legal legislation and that he/she will not violate them while using the website of VENDOR/PROVIDER from the first stage. Otherwise, all legal and criminal liabilities that will arise will fully and solely bind RECIPIENT.

**10.11.** RECIPIENT may not use the website of VENDOR/PROVIDER in any way that disrupts public order, violates public morality, disturbs, and harass others, for an unlawful purpose, and infringes on the material and moral rights of others. In addition, the member cannot engage in activities (spam, viruses, trojan horses, etc.) and transactions that prevent or make it difficult for others to use the services.

**10.12**. On the website of VENDOR/PROVIDER, links to other websites and/or other content that are not under the control of the VENDOR/PROVIDER and/or owned and/or operated by other third parties may be provided. These links are provided for the purpose of providing ease of orientation to RECIPIENT and do not support any website or the person who operates that site and do not constitute any warranty for the information contained in the linked website.

**10.13.** The customer who violates one or more than one article set out within this Distance Sales Agreement is personally responsible in a criminal and legal way due to this violation and will keep VENDOR/PROVIDER free from the legal and criminal results of these violations. Also, in case this is submitted to the field of law due to this violation, VENDOR/PROVIDER reserves its right to claim for damages due to the failure of following Distance Sales Agreement towards the customer.

# 11. RULES ON PROTECTION OF PERSONAL DATA, COMMERCIAL ELECTRONIC MESSAGES AND INTELLECTUAL AND INDUSTRIAL RIGHTS

**11.1.** The information such as name, surname, email address, T.R. Identity number, demographic information, financial etc. of RECIPIENT that can be defined as personal data under Law on Protection of Personal Data numbered 6698 can be recorded with an indefinite/definite period of time by VENDOR/PROVIDER, affiliates of VENDOR/PROVIDER and third persons and/or organizations, kept in written/magnetic archives, used, updated, shared, transferred and processed with other means in order to receive order, to offer products and services, to develop products and services, to perform resolution of systematical issues, to perform payment transactions, to be used in marketing activities regarding orders, products and services in case of having prior approval, to update the information of RECIPIENT, to manage and sustain the memberships and to perform distance sales agreement and other agreements entered between RECIPIENT and VENDOR/PROVIDER and to ensure that the technical, logistics and other similar functions of third parties are performed on behalf of the VENDOR/PROVIDER. RECIPIENT accepts that his/her personal data can be processed accordingly and declares that he/she gives consent for this matter.

**11.2.** Commercial electronic communications can be made to RECIPIENT by [**PROJEBIR** - **ZEYNEP MURSALOĞLU ŞEKERALP PARTNERSHIP**] regarding all kinds of products and services, especially order tracking, via SMS/short message, instant notification, telephone, email/mail, fax, other electronic communication tools in accordance with the legislation in force.

**11.3.** Necessary measures for the security of the information and transactions entered by RECIPIENT on the Website have been taken in the system infrastructure of VENDOR/PROVIDER, within the scope of today's technical possibilities according to the nature of the information and transaction. Furthermore, since the relevant information is entered from the devices of RECIPIENT, the responsibility of taking the required measures including those regarding the viruses and similar malicious applications belong to RECIPIENT in order for being protected by RECIPIENT and being not accessed by the irrelevant persons.

**11.4**. RECIPIENT may reach VENDOR/PROVIDER through the specified communication channels and request that the data usage-processing and/or communication be discontinued at any time. According to the clear notification of RECIPIENT on this matter, personal data transactions and/or communications to the party are discontinued within the maximum legal period; also, if he/she wants, the information, other than what is legally required and/or possible, is deleted from the data recording system or anonymized. For the subject matters such as transactions regarding the processing of personal data, the persons to whom it is transferred, correction in case of incomplete or wrong information, notification of corrected information to the relevant third persons, deletion or destruction of data,

objection to the emergence of a result against him/her by analyzing it with automatic systems, removal in case of damage due to unlawful processing of data, RECIPIENT can apply to and get information from VENDOR/PROVIDER if he/she wants. The relevant applications will be reviewed, and RECIPIENT will be reimbursed within the periods anticipated in the legislation within the legal period.

**11.5.** For the subject matter such as all kinds of information and content of the Website and their correction, revision, partial/whole use, all intellectual – industrual rights and property rights except for those that belong to the other third persons according to agreement of VENDOR/PROVIDER, belong to (**PROJEBIR – ZEYNEP MURSALOĞLU ŞEKERALP PARTNERSHIP**).

**11.6**. For the other sites accessed from the Website, their own privacy-security policies and terms of use shall apply, VENDOR/PROVIDER will not be responsible for the potential disputes and negative consequences.

# 12. RIGHT OF WITHDRAWAL

**12.1.** For the distance agreements regarding the sales of goods except for the exceptions specified in Article 13 of this Article, RECIPIENT may exercise his/her right of withdrawal from the agreement by refusing the goods without giving any reason within 14 (fourteen) days from the date of delivery of the product to him/her or to the person/organization at the address shown. The 14 (fourteen)-day period starts processing from the date of delivery of goods by the consumer in the agreements regarding the delivery of goods and starts from the signature date of agreement in the other agreements. RECIPIENT needs to submit his/her notification regarding that the right of withdrawal has been used to VENDOR/PROVIDER within this period. Before accepting the distance agreement or any corresponding offer in this matter, RECIPIENT is informed by VENDOR/PROVIDER in a clear and understandable manner that he/she will be under the obligation to pay if he/she confirms the order and the details of which are specified in the regulation, and RECIPIENT accepts in advance that he/she has been notified. The costs generated from using the right of withdrawal belong to VENDOR/PROVIDER.

**12.2.** In order to exercise the right of withdrawal, the Product/Service must not have been used within the framework of the provisions of the "Products for which the Right of Withdrawal cannot be exercised" regulated under the title of Article 13. In case of using this right,

**12.3.** The invoice of the product delivered to any person or RECIPIENT (if the invoice of product requested to be returned is corporate) needs to be sent along with the return invoice which is made out by the institution at the time of refund. The refunds of order of which the invoice is made out on behalf of institutions cannot be completed unless the return invoice is made out.

- I. The products to be returned need to be delivered along with their packaging, standard accessories, if any, completely and undamaged.
- **II.** VENDOR is liable for reimbursing the total price to RECIPIENT within 14-day period at the latest as of the notification of withdrawal is delivered to him/her. From the exercise of the right of withdrawal, RECIPIENT must return the product in question within 10 days.

- **III.** If value of the goods decreases due to any reason generating from RECIPIENT's fault or the return becomes impossible, RECIPIENT is liable for compensating the damages of VENDOR/PROVIDER at the rate of his/her fault.
- **IV.** In case of decreasing below the campaign limit amount set by the VENDOR/PROVIDER due to the exercise of the right of withdrawal, the discount amount used within the scope of the campaign will be cancelled.

#### 13. PRODUCTS FOR WHICH THE RIGHT OF WITHDRAWAL CANNOT BE USED

**13.1.** Pursuant to the Article 15 titled "exceptions for the right of withdrawal" of the Regulation of Distance Agreements published in the Official Gazette dated 27.11.2014 and within the framework of article 12 of this distance sales agreement approved between the parties electronically, the goods must be unused and can be offered for resale by Vendor. RECIPIENT will not be able to use the right of withdrawal in the following cases:

- I. The agreements regarding the goods or services of which the price is changing depending on the fluctuations in financial markets and is not under the control of vendor (products in the category of jewelry, gold, and silver).
- **II.** The goods prepared according to the consumer demands or personal needs.
- III. The goods that perish quickly or whose expiration date may exceed. The delivery of the goods of which return is not suitable in terms of health and hygiene among those whose protective elements such as packaging, tape, seal, package have been opened after delivery.
- IV. Provided that the protective elements such as packaging, tape, seal, package are opened by the consumer; in the agreements regarding books, audio or video recordings, software programs and computer consumables, (all kinds of software and programs, DVD, VCD, CD and cassettes, computer, and stationery consumables (toner, cartridge, tape, etc.) telephone top-up orders).
- **V.** In case the protective elements such as packaging, tape, seal, package have been opened after the delivery of the goods; books, digital content and computer consumables offered in a physical environment.
- **VI.** The periodical publications such as newspaper and magazine, other than those that are provided under the subscription agreement.
- VII. In the evaluation of leisure time, which must be done on a certain date or period, for the purpose of accommodation, transportation, car rental, food and beverage supply and entertainment or resting.
- **VIII.** The services performed instantly and electronically, or the products delivered to the consumer instantly.
  - **IX.** The services which started to be performed with the consumer's approval before the expiry of the right of withdrawal.

Apart from those above, Customer cannot use the right of withdrawal for products that are produced in accordance with the customer's special requests and demands or that have been customized by making changes or additions. Therefore, since it will be adjusted according to the finger size chosen by the customer during the order, all rings, the products with writing according to the customer's demands, the products with writing on or inside of

the golden parts, all of the products produced according to the customer's demands are included within the products for which the right of withdrawal cannot be used.

# 14. REIMBURSEMENT PROCEDURE

**14.1.** In the cases where RECIPIENT uses his/her right of withdrawal or the product subject to the order cannot be supplied due to various reasons or in the cases where it has been decided to reimburse the price to RECIPIENT with the decisions of arbitration courts, the reimbursement procedure regarding the payment options is specified below:

# a) Reimbursement Procedure in the Payment Options via Credit Card:

In case of reimbursement of goods and products purchased via card, VENDOR cannot make the payment to RECIPIENT with cash money as per the agreement. In case a reimbursement will be made, VENDOR will make it through the relevant software, and cash payment cannot be made to RECIPIENT as per the procedure that we have explained above since VENDOR is liable for paying the relevant amount fully and in cash to the Bank. The refund to the credit card will be made as per the procedure above by the Bank after that VENDOR pays the price to the Bank at one time.

# b) Reimbursement Procedure in Payment Options via Wire Transfer/EFT:

The reimbursement will be made to the account given by RECIPIENT (it is necessary for the account to be in the name of person at the invoice address or in the name of user member) as wire transfer and EFT. VENDOR pays the entire product price to RECIPIENT at one time.

**14.2.** In case of any default by RECIPIENT in the transactions made via credit card, the card holder accepts, declares, and undertakes to pay the interest within the framework of credit card agreement made with the bank and to be responsible for the bank. In this case, the relevant bank may take legal actions and may request the cost to be incurred and attorney's fee from RECIPIENT and on any ground in case RECIPIENT goes into default due to his/her debt, RECIPPIENT accepts, declares and undertakes that he/she will pay the damage and lose imposed by VENDOR/PROVIDER due to the delayed performance of debt.

# 15. RESPONSIBILITY

**15.1.** Please note that you will solely and fully be responsible for any damage and loss or expenses that may arise out of the sales (including any declaration, commitment and promise to be made within this regard) and relevant transactions that will be made under your User Account.

# 16. EVIDENTIAL CONTRACT AND COMPETENT COURT

**16.1.** In the settlement of any disputes that may arise out of this Agreement and/or its implementation, SELLER/PROVIDER records (including the records in magnetic environment such as computer-audio records) will constitute conclusive evidence. The Parties have accepted, declared and undertaken that, in the disputes arising out of the implementation and interpretation of the Agreement, the Consumer Courts of RECIPIENT and VENDOR/PROVIDER shall have jurisdiction where the prices exceeding Consumer Arbitration Courts in the place of RECIPIENT's and VENDOR's/PROVIDER's residence address are the subject matter of dispute within the monetary limits determined within the framework of legislation.

This distance sales agreement has been read, accepted, and confirmed electronically. In the subject matters not regulated in this distance sales agreement, Consumer Protection Law No. 6502, Regulation on Distance Agreements and the provisions of relevant legislation shall apply.

# **17. ENFORCEMENT**

In case the payment of the order given through the Site is carried out, RECIPIENT will be deemed as he/she has accepted all terms of this Agreement. VENDOR/PROVIDER is liable for making software regulations to ensure that no order can be placed on the site without obtaining the confirmation that the said Agreement has been read and accepted by the BUYER.

# VENDOR: PROJEBIR – ZEYNEP MURSALOĞLU ŞEKERALP PARTNERSHIP

**RECIPIENT:** 

Date:

### ANNEX: FORM OF RIGHT OF WITHDRAWAL

This form will be fulfilled and sent only if it is requested to use the right of withdrawal from the agreement.)

I hereby declare that I have used my right of withdrawal from the agreement to the sales of goods below along with this form

to PROJEBIR – ŞEKERALP PARTNERSHIP ZEYNEP MURSALOĞLU residing at the address of BEBEK MAH. YENI YOL CIKMAZI SOK. NO: 6/3 BESIKTAS-ISTANBUL which operates with the brand name of Projebir.

Date of order:

Date of delivery:

Goods subject to the right of withdrawal:

Price of goods subject to the right of withdrawal:

Name and surname:

Address:

Date:

Signature (In case being sent as hard copy only):