

TERMS & CONDITIONS

1. GENERAL INFORMATION

Welcome to www.nastjajewellery.com. This web page/web shop is the property of the company **Meaningful jewellery j.d.o.o. for production and trading, short Meaningful jewellery j.d.o.o.**

By ordering products from our web shop, you (the customer) agree on our Terms&Conditions, and from this point on when using the terms „we“, „our“ or Seller, Meaningful jewellery j.d.o.o. is meant.

Seller information

Meaningful jewellery j.d.o.o., Radonjska 4, 10000 Zagreb, Croatia.
IBAN: HR9824840081107702598 (at Raiffeisenbank Austria d.d. Zagreb) and HR572360001102628802 (at Zagrebačka banka d.d.)
OIB (personal identification number): 80225844074
Court of commercial registration: Trade court in Zagreb#
MBS (company registration number): 081031904
VAT number: HR80225844074
Share capital: 10,00 HRK paid in whole
Management: Nastasja Colaric
Email: nastja.jewellery@gmail.com

All materials and products available on the web shop/page www.nastjajewellery.com, are exclusive property of the company Meaningful jewellery j.d.o.o., and can be used only with an explicit approval. Meaningful jewellery j.d.o.o. allows the usage of services and content from the web shop www.nastjajewellery.com how it is regulated in these Terms&Conditions.

These Terms&Conditions („Terms“) are part of the Seller's obligations according to the regulations of the Law about consumer protection, and serves that the customer before concluding a sales contract at a distance, has clear and understandable information about a set of circumstances important for the conclusion, implementation, termination of the contract, and all of it in compliance with the law.

The term **customer** refers to: classical consumer: a natural person (individual) which is out of any business, orders and pays any product through the services of the web shop, present on the web shop of the seller, but also customers who are craftsman, individual merchants and individuals who are performing business activities, and are protected by the regulations of the Law about consumer protection, only if the purchase is unrelated to its business activities, and on all other consumers such as legal entities.

Only adults (older than 18 years of age) can conclude a contract with the seller and thus make an order on our web shop.

The seller performs in his own name by selling on the web shop www.nastjajewellery.com.

The Terms&Conditions are a part of the sales contract concluded at a distance with the specifications and price/s from the purchased product/s. The customer will be requested to confirm that he/she is familiar and accepts these Terms&Conditions before the confirmation of the order of the purchase of every product. After the confirmation of the order (conclusion of the sales contract) the customer will receive an email with these Terms&Conditions as a confirmation that the sales contract was concluded.

The seller reserves the right to make any changes to the Terms at any time, considering that the given changes will take effect after the announcement on these web pages.

When the customer confirms and executes the order the sales contract is concluded, and the seller will send an email confirmation about the fact that the contract was concluded.

Only adults (persons aged 18 and over) are entitled to enter into legally binding contracts.

The customer is fully responsible for the completeness and truthfulness of the entered data in the process of registration.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

The access to the web page/shop www.nastjajewellery.com could sometimes be unavailable because of maintenance or adding new content to the page. It could also come to unforeseen circumstances which are not under the control of the seller, and the seller will tend to remove these as soon as possible.

If you notice any errors on the web shop, please write us an email to nastja.jewelley@gmail.com, so we can remove these as soon as possible.

2. MAIN PRODUCT FEATURES

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. The seller particularly points out that the visual identity of the products displayed on images does not have to be exactly the same as in reality. In case of the above stated disharmony between the product displayed on images and the delivered product, it is not a product with error.

Occasionally there may be information on our site www.nastjajewellery.com that contain typographical errors, inaccuracies, omissions or bugs that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. In case of obvious errors or irregularities regarding the information about the products displayed on www.nastjajewellery.com, we reserve the right to withdraw/terminate the sales contract.

Subject of an order can only be products which are noted to be available and in stock. If larger numbers of orders come in at the same time, it can come to differences between the availability of a product on the web shop and in the actual storage from Meaningful jewellery.

3. PRODUCT PRICE

The prices on the web shop www.nastjajewellery.com are expressed in Croatian Kuna (HRK), and can be displayed in Euro (EUR) for information only. The payment is always processed in Croatian Kuna (HRK) no matter which currency is displayed on the web shop. Taxes are not included in the product price, because the tax-payer Meaningful jewellery j.d.o.o. is not in the tax system according to article 90. Page 2. of the Croatian Law about Tax-es. Cost of delivery is not included in the product prices, these are charged separately, except on orders that are higher than certain amount when the delivery is free of charge.

Before the order confirmation prices are declared separately for products, for delivery if required and the final price so that the customer has a review of the final price that has to be paid for the complete order.

If the customer chooses to pay by bank deposit, the payment charges between bank transfers is not included in the product prices.

4. COST OF DELIVERY

The cost of delivery is displayed when ordering a product, or the total charge of delivery when ordering more than one product.

The cost of delivery are separated into two options:

- Total order value is 300 Croatian kuna or less
- Total order value is above 300 Croatian kuna – free delivery

5. COST FOR THE USAGE OF MEANS OF DISTANCE COMMUNICATION

The seller has no additional costs for the means of distance communication.

6. CONDITIONS AND PAYMENT TERMS, SECURITY OF ONLINE PAYMENTS, SHIPPING TERMS AND CONDITIONS

Products are ordered by choosing and adding them to the shopping cart. The customer can only buy a product as a registered customer. To register as a customer click [here](#). The product is considered ordered when the customer passes all steps of the order procedure.

The payment of the ordered products can be done by following methods:

- by bank deposit

- Kredit/debit card (Maestro, MasterCard, Visa)

Security of online payments

Payments on our website are conducted using CorvusPay – an advanced system for secure acceptance of credit cards via the Internet.

CorvusPay ensures complete privacy of your credit card data from the moment you type them into the CorvusPay payment form. Data required for billing is forwarded encrypted from your web browser to the bank that issued your payment card. Our store never comes into contact with your sensitive payment card data. Similarly, CorvusPay operators cannot access your complete cardholder data. An isolated system core independently transmits and manages sensitive data while at the same time keeping it completely safe.

The form for entering payment data is secured by an SSL transmission cipher of the greatest reliability. All stored data is additionally protected by hi-grade encryption, using hardware devices certified by FIPS 140 2 Level 3 standard. CorvusPay fulfills all of the requirements for safe online payment prescribed by the leading credit card brands, operating in compliance to the PCI DSS Level 1 standard – the highest security standard of the payment card industry. Payments made by cards enrolled with the 3-D Secure program are further authenticated by the issuing bank, confirming your identity through the use of a token or a password.

All information collected by Corvus Info is considered a banking secret and treated accordingly. The information is used exclusively for the purposes for which they were intended. Your sensitive data is fully secure and its privacy is guaranteed by the state of the art safeguard mechanisms. We collect only the data necessary for performing the work in accordance with the demanding prescribed procedures for online payment.

Security controls and operating procedures applied within the CorvusPay infrastructure not only ensure current reliability of CorvusPay but permanently maintain and enhance the security levels of protecting your credit card information by maintaining strict access controls, regular security and in-depth system checks for preventing network vulnerabilities.

All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price strated in our web shop.

After choosing to pay by "card", a field will open up for entering your credit/debit card information. The card and owner information are not saved on the servers of the seller. The payment is completed after the successful card authorization. If the system declines the card authorization, it is necessary to choose another payment option. The seller has no information about the reasons of the card rejection, it could be a tehncial reason or a business reason.

If the customer chooses to pay by bank deposit, the payment deadline is 3 working days, starting from the day the customer recieved an offer by email.

In case the payment has not been made in the above specified deadline, the seller will proceed and after the payment has been made, outside the deadline, the products will be delivered, and if the seller is not able to deliver the products for justified reasons, the sales contract will be terminated and the paid funds will be transferred back to the customer.

If the payment has been made properly and is visible on the bank account of the seller, the seller will approach with the delivery of the products. The bill for the order will be delivered with inside the package together with the product/s.

The ordered product/s can be shipped worldwide. The delivery is performed by Hrvatska Pošta.

The product/s will be ready to ship and handed to the delivery service in 2 to 5 business days from the day the payment is visible on the sellers bank account. If it happens that the ordered products are not available, the seller is obligated to immediately inform the customer, and the customer has the right to withdraw from the sales contract and demand the paid amount back or agree to get the products send on a subsequent delivery period. Efforts will be made to deliver all ordered items/products in one package. If this is not possible, because of the availability on stock, the seller reserves the right to ship the products in more packages.

Shipping period (the period starts from the day the package has been handed to the delivery service):

Croatia: 1 to 5 business days

EU (European Union): 3 to 14 business days

All other countries: 5 to 30 business days

The shipping is done according to the handling conditions of the delivery service, and is considered completed when the package is handed to the delivery service. Unfortunately, the seller is not able to influence on the further speed and possible complications related to the delivery resulting from the delivery service.

In cases where the customer orders products outside of the European Union (EU), the delivery period can be extended if the package gets retained at customs. The customer is responsible for the payment of taxes and customs according to the law of the country in which the customer ordered the package to.

If the customer orders and refuses to take over the package, the seller has the right to withhold from the purchase price, the amount for transport costs and other handling costs from the shipping price list.

7. RIGHT OF WITHDRAWAL

You can withdraw your sales contract with Meaningful jewellery j.d.o.o. within 14 days without stating any reasons. The deadline of 14 days starts from the day when the customer or a third person assigned by the customer (not the delivery person), receives the product - matter of the sales contract, in his/her possession. If by one order from the customer the products have to be delivered separately, that is if the order contains products that have to be send in more that one piece, the deadline begins from the day when the last product from the order has been delivered.

The customer is obligated to inform the seller, before the 14 day deadline, about his decision to withdraw the sales contract by filling out the FORM – RIGHT TO WITHDRAWAL, which can be found [here](#), and sending the form per email to nastja.jewellery@gmail.com. The customer will be send a confirmation per email, without delay, that the seller received the FORM- RIGHT TO WITHDRAWAL.

How does the return work?

1. Fill out the FORM – RIGHT OF WITHDRAWAL. You can find the form [here](#).
2. Send us the filled out FORM – RIGHT OF WITHDRAWAL by mail to nastja.jewellery@gmail.com
3. Send back the product in verifiable manner and on your own expense to following address: Radonjska ulica 4, 10000 Zagreb, Croatia.

The customer has no right on withdrawal off he sales contract if:

- If the product of the matter is a custom made product (all custom made products cannot be returned or exchanged)
- The product has signs of wearing
- If the product is not in its original condition and packaging

If the customer decides to withdraw the sales contract with Meaningful jewellery j.d.o.o, we will pay back the amount of money we received from the customer including the shipping costs, without delay, and latest 14 days after we received the FORM – RIGHT OF WITHDRAWAL from the customer. The expenses for shipping back the product/s has to be paid by the customer. the money transfer will be made the same way as the customer payed for the product/s. We can pay back the money as soon as we receive the product/s from the customer or as soon as the customer can prove that the product/s were shipped back to us. The customer has to ship back the product as soon as the form "right to withdrawal" has been send to us, that is latest 14 days after. The customer has to ship back the product/s in a verifiable way to following address: Radonjska ulica 4, 10000 Zagreb, Croatia.

The customer is responisble for any impairment of value of the product which can be the result of handling with the product, except if the handling was due to the determination off he nature, feautres or functionality off he product.

If the product is send back defectiv, with bigger impairments or without some parts or dokumentation, and if the same are not send to the seller in a subsequent period of 8 days, it will be considered that the customer did not fulfill his/her obligation of sending back the product. In this case the seller is not obligated to pay back the paid funds.

8. RESPONSIBILITY FOR MATERIAL DEFICITS/ RECLAMATION

The seller is responsible for any material deficits of products that are sold on the web shop in compliance with the positive regulations of the Republic of Croatia, in particular the Law on obligatory Relations.

Ordered products are packed in a way that they should not get damaged in ordinary shipment/delivery. In case the package is damaged we suggest the customer to refuse the takeover. We kindly ask the customers to contact us in this case, so we can check the condition and send a new package as soon as possible.

When the customer receives the products, it is his/her responsibility to check and compare the products with the bill, in case something is missing the customer has to immediately inform the seller about it in form of a written complaint/reclamation, because subsequent reclamations will not be approved.

In case there is a visible damage/deficit on the product when taking over the package, the customer is not obligated to accept it. In this case the customer does not have to bear the shipping costs. It will be assumed that the products which were taken over by the customer did not have any visible deficit. The customer has the right on reclamation regarding material deficits within a period and for the reason of provisions laid down by the Law on mandatory deadlines. The customer can send a written complaint/reclamation to following email: nastja.jewellery@gmail.com or in writing on the address: Meaningful jewellery j.d.o.o., Radonjska ulica 4, 10000 Zagreb, Croatia, with the indication **Reclamation**.

To process the written complaint/reclamation as fast as possible, we kindly ask the customer to indicate the invoice number, order number or his/her customer name.

The customer has the right on a reasonable complaint and return of the products in following cases:

- delivery of products that were not ordered
- delivery of products that have a deficit/damage which was not caused by transport

If the product has a deficit/damage, which the customer discovers after opening the package with the product inside – the customer has the right to withdraw from the sales contract and on a money refund, exchange of the product, reparation or price discount.

The seller will consider the reclamation valid, after the product was checked, and the reasons for the reclamation were determined according to the Law on consumer protection. In that case the seller will exchange the product or refund the whole amount paid with a breach of the sales contract, in a period of 15 days, starting from the day of the receipt of the valid reclamation. If on the other hand the seller comes to the conclusion that the reclamation is not legitimate, that is doesn't accept the reclamation, the customer will be informed about that in a period of 15 days, starting from the day the seller received the reclamation.

The return of damaged, defect or wrong delivered products will be accepted back on sellers cost, if it is found that the complaint is justified and that the customer did not affect the validity, damage or any defect on the product.

In case of a justified reclamation, the cost of product exchange for a new product, is entirely borne by the seller.

9. THE USE OF DESCRIPTIONS AND INFORMATION OF PRODUCTS

If you have any questions or you need advice about any product, please contact us on following email: nastja.jewellery@gmail.com

We try to keep all information about products on our web shop up to date, but Meaningful jewellery is not responsible for any false information. This does not have influence on your legal rights.

10. ONLINE DISPUTE RESOLUTION

With a special regulation the European Union, from 15.2.2016, made it possible to use the online dispute resolution site if you have a complaint about a online purchase.

You can use it to make a complaint about a good or service you bought over the internet and find a neutral third party ("dispute resolution body") to handle the dispute.

You can use this site in any of the EU's 23 official languages plus Norwegian and Icelandic. You can see a detailed step-by-step explanation of how this website works [here](#).

11. CONTRACT DURATION

The contract concluded between the customer and the consumer is a one-time buying and selling of products contract on distance, which is consumed by the time of delivery of the products and the completed payment from the customer side, in case the contract has not been terminated. These Terms&Conditions are an integral part of the contract.

12. PRIVACY AND SECURITY STATEMENT

This statement determines and regulates how the seller (we) uses and protects all information that the customer provides when using the site (web shop) www.nastjajewellery.com.

Personal information is every information which refers to a natural person or a natural person that can be determined. To be precise, personal information are all information which are used to determine the identity of the customer (such as your name, address and email address...).

When you browse our store, we also automatically receive your computer's internet

protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing: With your permission, we may send you emails about our store, new products and other updates.

The processing of personal information is every act or set of actions carried out on personal information, either by automatic means or not, such as collecting, recording, organizing, storing, adjusting or changing, withdrawal, inspecting, using, detecting through transmission, publishing or in another way made available, assortment or combining, blocking, erasing or destroying, as well as implementation of logical, mathematical and other operations with this information.

We (the seller) obligate to protect the privacy of all personal information given by the customer, and we will handle these according to the law - protection of personal information, that is according to other applicable regulations.

The seller is not allowed to give away or make available any personal information (listed above) unauthorized to third parties, unless in case a special law allows it or its necessary for the realization of contact obligations. All employees from the seller and business partners are responsible for respecting the principles of privacy protection. We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

In case of changes of any personal information (e.g. address) which are required during the sign up, the customer is responsible to inform the seller to following email nastja.jewellery@gmail.com. In case the customer doesn't want the seller to process his or her information anymore or wants the information to be deleted, the customer has to inform the seller about this via following email nastja.jewellery@gmail.com.

COOKIES

The web shop www.nastjajewelley.com is using cookies as identifier of sessions, that is cookies contain session id's to ensure that the web shop recognizes and remembers the customers browser during a session, and the customer, to enable in this way a purchase.

To make the visit of this web shop as comfortable, functional and convenient as possible, this web shop saves on your computer a particular amount of information, so called cookies. They serve so the web shop works optimally and to improve your browsing experience and usage.

When using and visiting this web shop you agree on the usage of cookies, which you can also opt-out. If you opt-out cookies you will still be able to use this web shop, but some features will not be available.

What are cookies?

«An HTTP cookie (also called web cookie, Internet cookie, browser cookie, or simply cookie) is a small piece of data sent from a website and stored on the user's computer by the user's web browser while the user is browsing. Cookies were designed to be a reliable mechanism for websites to remember stateful information (such as items added in the shopping cart in an online store) or to record the user's browsing activity (including clicking particular buttons, logging in, or recording which pages were visited in the past). They can also be used to remember arbitrary pieces of information that the user previously entered into form fields such as names, addresses, passwords, and credit card numbers.“ (source: wikipedia)

How to disable cookies?

If you want to disable the storage of cookies on your computer, you can do so. This could have a negative impact on the usage of the web shop. In order to disable cookies, it is necessary to change the settings and configurations of your internet browser. Enter the menu of the browser, choose help and information about cookies and follow the instructions.

What are temporary cookies (session cookies)?

„A *session cookie*, also known as an *in-memory cookie* or *transient cookie*, exists only in temporary memory while the user navigates the website. Web browsers normally delete session cookies when the user closes the browser. Unlike other cookies, session cookies do not have an expiration date assigned to them, which is how the browser knows to treat them as session cookies.“ (source: wikipedia)

What are persistent cookies?

„Instead of expiring when the web browser is closed as session cookies do, a *persistent cookie* expires at a specific date or after a specific length of time. This means that, for the cookie's entire lifespan (which can be as long or as short as its creators want), its information will be transmitted to the server every time the user visits the website that it belongs to, or every time the user views a resource belonging to that website from another website (such as an advertisement).

For this reason, persistent cookies are sometimes referred to as *tracking cookies* because they can be used by advertisers to record information about a user's web browsing habits over an extended period of time. However, they are also used for "legitimate" reasons (such as keeping users logged into their accounts on websites, to avoid re-entering login credentials at every visit).

These cookies are however reset if the expiration time is reached or the user manually deletes the cookie.“ (source: wikipedia)