#### DISTANCE SALES CONTRACT

This Agreement has been signed between the following parties under the terms and conditions set out below.

#### 1. PARTIES

# Vendor / Service Provider: LAVEGA PROJECT BİLİŞİM YAZILIM VE BİLGİSAYAR PROGRAMLAMA ANONİM ŞİRKETİ (KOZYATAĞI VERGİ DAİRESİ / 6081466183 )

Address : İçerenköy Mah. Değirmen Yolu Cad. No: 31/1A Ataşehir / Istanbul

Buyer / Service Receiver: The Person Creating a Service Request on the Website

Name / Surname :

Address :

# 2. DEFINITIONS

Buyer/Service Receiver: The person who creates a service request through the website

Contents selected by the Service Receiver from the options available on the **Service** Website and provided to the Service Receiver by the Service Provider

User : The person who provides access to the website

# Vendor/Service Provider: LAVEGA PROJECT BİLİŞİM YAZILIM VE BİLGİSAYAR PROGRAMLAMA ANONİM ŞİRKETİ

Site : LAVEGA PROJECT BİLİŞİM YAZILIM VE BİLGİSAYAR PROGRAMLAMA ANONİM ŞİRKETİ "LAVEGA PROJECT BILİŞİM YAZILIM VE BİLGİSAYAR PROGRAMLAMA ANONİM ŞİRKETİ" is the owner and operator of the website where the services offered by it can be purchased.

**Parties :** Buyer / Service Receiver and Lavega Project Bilişim Yazılım Ve Bilgisayar Programlama Anonim **Şirketi** 

Member : The person who creates a request for services or products through the website

**Product(s) :** It refers to the service selected by the Buyer among the options on the website and offered to the Buyer by the Seller.

# **TOPIC 3**

This Agreement regulates the rights and obligations of the parties in accordance with the provisions of the Law No. 6502 on the Protection of Consumers and the Regulation on Distance Contracts in

relation to the sale and fulfilment of the service ordered by the BUYER electronically through the SELLER's website.

The package prices listed and advertised on the site are sales prices. Advertised prices and promises are valid until they are updated and changed. Prices announced for a period of time are valid until the end of the specified period

# 4. LIABILITIES

**4.1.** Service Receiver can create an order by selecting the package he/she wants to purchase from the service packages on the website and paying the package price. The Seller is free to approve or disapprove the order. Namely; The seller will approve or reject the order within 24 hours after the order request is sent. Within 24 hours, if no action is taken by the Seller to accept or reject the order, the order is deemed to be rejected.

**4.2.** If the order is rejected, the price paid by the Buyer is returned by the Seller to the Buyer's bank within 3 working days. According to the bank's policy, the sales price is transferred to the Buyer's account.

**4.3.** The User / Service Receiver accepts, declares and undertakes that he / she has information about the basic qualities of the Service / Product subject to the Contract, the Service Fee, payment method, delivery conditions and all information about the Service / Product subject to sale, and that he / she has given the necessary confirmation electronically.

**4.4. The** User / Service Receiver declares and undertakes that he / she has read, understood and accepted this Agreement, the Clarification Text on the Protection and Processing of Personal Data, the Explicit Consent Statement, the Cookie Policy, the Membership Agreement, the Cancellation and Refund Terms and other information, documents and explanations on the Site without limitation.

**4.5.** The User / Service accepts, declares and undertakes that the information provided to the Service Provider before and / or during the purchase of the Service / Product is correct and complete. The Service Provider is not responsible for damages, losses and defects arising from incomplete, incorrect, partial information provided by the User / Service User. The Service Provider reserves its legal and criminal rights regarding the compensation of the damage, loss and defect that occurs as a result of these reasons.

**4.6.** The User / Service Receiver must enter the requested information in order to order the Service / Product offered on the website. The User / Service Receiver is obliged to update his/her information if his/her information changes.

**4.7. The** User / Service Receiver accepts, declares and undertakes that while receiving this Service / Product, he / she is over the age of 18 and has the legal capacity to perform the Contract; that there is no legal or actual obstacle to the receipt of the Service / Product in question by him / her; that he / she accepts, declares and undertakes that he / she is in compliance with all applicable legislation and that all legal responsibility belongs to him / her.

# 5. TERMS OF CANCELLATION AND RETURN and RIGHT OF WITHDRAWAL

**5.1.** Within the framework of the provisions of Article 15 titled "Exceptions to the Right of Withdrawal" of the Regulation on Distance Contracts and the provisions of Article 6 of the Distance Sales Contract approved electronically between the Parties, it is essential that it has not been used and can be offered for sale again by the Company. However, in accordance with the relevant Regulation, the User / Service Receiver will not be able to use his/her right in the Contracts Regarding the Goods Prepared in Accordance with the Consumer's Wishes or Personal Needs. The service subject to this contract is personalised and there is no right of withdrawal by law.

**5.2.** Until the order is confirmed (24 hours from the date the order is placed until it is confirmed), the Buyer has the right to cancel the service. Namely; The buyer has no right to cancel the order after the order is confirmed.

**5.3.** The Service Provider accepts, declares and undertakes that it will notify the User / Service Receiver if it cannot deliver the product subject to the Contract within the period due to force majeure situations such as the occurrence of force majeure situations that develop outside the will of the Parties, unforeseen in advance and preventing and / or delaying the Parties from fulfilling their obligations. The User / Service Receiver also has the right to request from the Service Provider to cancel the order and postpone the delivery time of the product subject to the Contract until the preventive situation is eliminated.

#### 6. SERVICE DELIVERY, DELIVERY METHOD, RIGHT TO REVISE

The service subject to the order is delivered within the period specified in the package contents announced on the site.

Delivery time; starts on the date the order is confirmed.

Seller; After fulfilling the service, the product / service prepared according to the package content is sent by sending a link to the e-mail address sent by the Buyer. The service is deemed to have been delivered by sending the service link

The buyer can check the status of his order from the "My Orders" page on the site. When the service is completed; the completed service / product is also uploaded to this "My Orders" page.

Within 2 weeks after the order is completed and delivered to the Buyer, the Buyer has the right to request 2 (two) revisions from the Seller, adhering to the package content.

The "Artwork" uploaded by the Buyer to the site at the stage of creating the order cannot be shared, published, copied and reproduced by the Seller with third parties in any way except to the extent necessary for the performance of the service.

#### 7. SECURITY-PRIVACY, PERSONAL DATA, ELECTRONIC COMMUNICATIONS

**7.1.** The following privacy rules-policy and conditions, the current principles of which are specified below, apply to the protection, confidentiality, processing-use and communications of information on the INTERNET SITE and other matters.

**7.2.** The necessary measures for the security of the information and transactions entered by the BUYER on the INTERNET SITE have been taken in the system infrastructure on the SELLER side, according to the nature of the information and transaction, to the extent of today's technical facilities. However, since the said information is entered from the BUYER's device, it is the BUYER's responsibility to take the necessary measures, including those related to viruses and similar harmful applications, in order to protect them on the BUYER's side and to prevent them from being accessed by unrelated persons.

**7.3.** The BUYER can always stop the use-processing of data by contacting the SELLER through the specified communication channels and / or by contacting the SELLER through the same channels in accordance with the legal procedure or by using the right of refusal in electronic communications sent to him. According to the explicit notification of the BUYER in this regard, personal data processing and/or communications to the party shall be stopped within the legal maximum period; in addition, if

the BUYER wishes, his/her information, except for those that are legally required to be preserved and/or possible, shall be deleted from the data recording system or anonymised in such a way that his/her identity cannot be determined. If the BUYER wishes, he/she may always apply to the SELLER through the above-mentioned communication channels and obtain information about the transactions related to the processing of his/her personal data, the persons to whom it is transferred, correction in case of incomplete or incorrect data, notification of the corrected information to the relevant third parties, deletion or destruction of the data, objection to the occurrence of a result against him/her by analysing it with automated systems, compensation in case of damage due to unlawful processing of data. Applications and requests in these matters will be fulfilled within the legal maximum periods or may not be accepted by explaining the legal justification to the party.

**7.4.** The SELLER reserves the right to make any changes that it may deem necessary in the above matters; these changes shall be effective from the moment they are announced by the SELLER through the INTERNET SITE or other appropriate methods.

#### 8. COMPETENT COURT

In disputes arising from this contract, complaints and objections shall be made to the consumer problems arbitration committee or consumer court in the place where the consumer is located or where the consumer transaction is made within the monetary limits specified in the Law.

#### 9. ENFORCEMENT

The BUYER is deemed to have accepted all the terms of this contract when he/she makes the payment for the order placed through the Site.

SELLER

RECIPIENT