

## **PRELIMINARY INFORMATION**

### **1. INTRODUCTION**

This document (with all the other documents mentioned below) defines the terms and conditions for the use of the website and the purchase of products through this website (hereinafter referred to as the "Terms"). The Customer must read the Terms, our Cookie Policy and our Privacy Policy (all of which together will be referred as the "Data Privacy Policy") before using the website. By using this website or placing an order through the website, you, our valued customer, accept, declare and undertake that you give your express consent to comply with these Terms and the Data Privacy Policy. The Customer must not use the website if they do not agree to all the Terms and the Data Privacy Policy. These Terms and Data Privacy Policy are changeable. It is the customer's responsibility to read them regularly and the "Terms and Data Privacy Policy" in force when the customer uses the website or forms the contract (as explained below) will valid for the customer.

### **2. OUR INFORMATION**

Sales of goods made through this website Cumhuriyet Mah. 3008 Sok. No:1 – TR 35495 Kesre Koyu / İzmir and registered in 2950307055 / Kusadasi Tax Office with registration number 118102 by a Turkish company DIANA OTEL YATIRIMLARI VE İŞLETMECİLİĞİ A.Ş. under the name Marvy Shop. Marvy Shop can be reached by calling the customer service line on +90 0507 824 00 44.

### **3. YOUR INFORMATION AND VISITS ON THE WEBSITE**

The Customer is required to share personal information in order to purchase the desired product. The information or personal data that you share with Marvy Shop is processed in accordance with the Data Privacy Policy. When the customer uses the website, he/she confirms that all the information he/she shares with Marvy Shop is true and accurate and is deemed to have accepted the processing of this information and personal data. Marvy Shop may inform the Customer about the latest collections, catalogs, campaigns and special offers by mail, e-mail and/or SMS, in the event that the Customer expressly declares his/her interest to Marvy Shop.

### **4. USE OF THE WEBSITE**

By using the website and/or any order through the website, the customer;

1. To use the website only for legitimate demands or orders,
2. Not to give unrealistic, unfounded or fraudulent orders; If Marvy Shop is in reasonable opinion that such an order has been made, Marvy Shop has the right to cancel the order and notify the relevant authorities,
3. To provide Marvy Shop with accurate and up-to-date e-mail, postal and/or other contact information and if necessary, he/she accepts, declares and undertakes that Marvy Shop may use this information to communicate with the customer. (See the Data Privacy Policy). Marvy Shop may not complete an order in the event that the Customer has not provided Marvy Shop with all of the information needed to complete the order. The Customer confirms that he/she is at least 18 years of age and he/she is legally capable of

forming a agreement with the power of judgement when giving an order through the website.

## **5. USABILITY OF SERVICES**

The products presented on this website are only available for delivery within the boundaries of the Republic of Türkiye.

## **6. FORMATION OF THE AGREEMENT**

The customer must follow the online purchasing process and click on "Confirm Payment" to give an order. Then, the customer will receive an email confirming that the order has been received ("Order Confirmation"). A second e-mail will inform the customer that the order has been accepted and is being sent ("Delivery Confirmation"). If such a confirmation has not been provided by Marvy Shop to the customer, the contract is deemed not to have been concluded.

## **7. AVAILABILITY OF PRODUCTS**

All orders are based on stock availability. In the event of a supply shortage or if the product is no longer in stock, Marvy Shop will provide the customer with a Marvy Shop reserves the right to provide information about substitute products of similar or different category and value. In case the customer does not want to order substitute products, Marvy Shop will refund the amount you have paid for the unwanted substitute product to the customer.

## **8. REFUSAL OF ORDER**

Marvy Shop always reserves the right to withdraw any product from the website and/or to remove or modify any material or content on the website While Marvy Shop will use all reasonable efforts to process all orders submitted to it, it always reserves the right to refuse to fulfill or confirm an order in the event of unusual circumstances occurring after it has received an order or sent an "Order Confirmation" to the customer.

Marvy Shop shall not be liable to the customer or any third party for withdrawing any product from the website, removing or correcting any material or content, or refusing to fulfill or confirm an order after receiving it or sending the "Order Confirmation".

## **9. DELIVERY**

Depending on Marvy Shop stock availability (see 7th article above) and in the absence of any unusual circumstances,

It shall deliver the orders of the products listed in the Delivery Confirmation until the delivery date specified in the "Delivery Confirmation", and the orders for which the estimated delivery date is not stated within a maximum of (thirty) 30 days from the date of "Order Confirmation".

In the event that the supply of Products is delayed due to circumstances beyond Marvy Shop's control, Marvy Shop will inform the Customer as soon as possible and take measures to minimize the impact of the delay.

Marvy Shop is not responsible for delays due to circumstances beyond its control.

However, in the event of a very serious risk of delay, the customer can contact Marvy Shop to terminate the contract and receive a refund for the products that the customer has paid for but has not received.

In the context of these Conditions, "delivery" or "delivered" occurs when the Customer or a third party designated by the Customer to take possession of the Products has received the Products, which can be proven by signing a receipt for the products at the stated delivery address.

## **10. FAILURE OF DELIVERY**

The product(s) will be returned to the warehouse if delivery is not possible. The Customer will be informed of the location of the ordered product(s) and how to re-arrange delivery if delivery is not possible. If the Customer is not in a delivery location at the arranged time, the Customer must contact Marvy Shop to rearrange delivery on another convenient day to be agreed.

In case the product subject to the order is brought to the delivery address and the delivery is not realized due to a reason not caused by Marvy Shop and the customer does not contact Marvy Shop for delivery within the following fifteen (15) days, the agreement may be terminated on the condition that the customer acts contrary to the contract. As a result of the termination of the contract, Marvy Shop will refund to the customer all payments received from the customer, including the cost of delivery (excluding any additional costs arising from any delivery method requested by the customer other than the usual delivery method provided by Marvy Shop), without any unreasonable delay, in any event within fourteen (14) days after the termination of this contract. The Customer should remember that the transportation resulting from the termination of the contract may have additional costs and Marvy Shop will be entitled to reflect this cost to the Customer.

## **11. RISK AND PROPERTY**

Provided that the customer accepts the delivery with the courier / cargo company determined by Marvy Shop, all kinds of benefits and damages related to the products will be the responsibility of Marvy Shop until delivery.

The ownership of the products passes to the customer upon delivery of the product to the customer or the person at the delivery address (transfer of ownership).

## **12. PRICE AND PAYMENT**

The price of the products is as listed on the website. While Marvy Shop does its best to ensure that all prices on its website are correct, mistakes may happen. In the event of an mistake in the price of the products ordered by the customer, Marvy Shop will notify the customer as soon as possible and give the customer the option to confirm the order at the correct price or cancel the order. In case Marvy Shop is unable to reach the customer, the order will be considered as canceled and the amount paid for the products will be refunded to the customer.

When the pricing error is obvious and unambiguous and it is apparent that the price of the product listed on the website is clearly incorrect, Marvy Shop will not be under any obligation to complete the sale of the products to the customer at the incorrect (lower than it should have been) price (even after sending a delivery confirmation to the customer). The prices on the website include VAT and taxes, but not the delivery charge, and this price will be determine the total order price by adding to the total amount as stated in the "Shopping Guide". Prices are changeable at any time, but (except as stated above) price changes will not affect orders where an "Order Confirmation" has been sent to

the customer. Therefore (except in the above-mentioned circumstances) it is not permitted to reissue prices related to previous orders. When the customer completes the purchase, all the products they want to buy are added to the shopping cart, and the next step is to finalize the order and payment transaction. The customer must follow the steps of the purchase process, complete or confirm the information requested at each step to do this. In addition, the customer can make changes to the order details before the payment process during the purchase process.

After the order is completed and before the payment is confirmed by the customer, the basic characteristics of the purchased product, the total price of the product including all taxes, the conditions, duration, procedure for using this right in cases where there is a right of withdrawal, and information on the carrier provided by the seller for the return or, exceptionally, in cases where the right of withdrawal cannot be used, information on the conditions under which the customer will not benefit from the right of withdrawal or under which conditions the customer will lose the right of withdrawal is brought to the attention of the customer in the form of an order summary.

The "Shopping Guide" contains detailed explanations of the purchasing process. In addition, in case the customer is a registered user, the details of all orders belonging to the customer can be accessed in the "My Account" section.

Payments are made through credit cards using the payment methods shown on the website and, if available, in the applications. The customer's credit card information is encrypted to prevent unauthorized access. When Marvy Shop receives the customer's order, a provision will be requested on the customer's card to confirm that there are sufficient available limits to complete the transaction. Collection of the payment will be made by Marvy Shop as soon as the order is confirmed. When the Customer clicks on the "Payment Confirmation" button, he/she is deemed to have verified and confirmed that he/she is the owner of the credit card used.

Credit cards are subject to verification and authorization by the issuer; however, Marvy Shop will not be liable for any delay or non-delivery and will not be able to complete the contract in the event that the customer's card issuer does not provide Marvy Shop with payment authorization.

### **13. INVOICE**

The invoice is issued and sent to the customer with the delivered products at the latest. Marvy Shop reserves the right to apply other procedures in accordance with the e-invoice / e-archive legislation.

## **PURCHASE WITHOUT MEMBERSHIP**

The website also offers the ability to purchase products without being a member. In this type of purchase, the customer is only asked for the information necessary to process the order. Once the customer completes the purchase process, they are given the option to register as a user or continue as a user without registration.

## **16. VALUE ADDED TAX**

In accordance with the provisions of the applicable legislation, all sales transactions made through the website are subject to Value Added Tax (VAT), with the exception of applicable final exemptions, which are subject to the customer's approval.

## **17. RETURN POLICY**

### **17.1. Statutory Right of Withdrawal**

#### **Right of Withdrawal**

The Customer has the right to withdraw within fifteen (15) days following the conclusion of the agreement, without stating any reason and without paying any penal clause (except for the agreements organized for the product group for which the right of withdrawal specified in Article 17.3 below cannot be used).

Purchased products can be returned free of charge through MNG Kargo Servis A.Ş.

The withdrawal period expires fifteen (15) days after the customer or a third party (other than the courier) designated by the customer takes possession of the products, or fifteen (15) days after the customer or a third party (other than the courier) designated by the customer takes possession of the last product in case more than one product is delivered separately with a single order.

In order to exercise this right of withdrawal, the customer must notify Marvy Shop of his/her intention to exercise his/her right of withdrawal and his/her decision to terminate the agreement by other means available through the website. The Customer may send Marvy Shop a signed copy of the relevant document via the channels available at <https://www.marvyshop.com/tr>. The Customer may, but is not obliged to, use the sample right of withdrawal form attached to these conditions.

In case of use of the right of withdrawal, the return of the product can be made by cargo to the Marvy Shop store in accordance with Article 17.3 of this agreement within fifteen (15) days from the date of notification of the use of the right of withdrawal.

If the customer has any questions, they can be reached via the contact form on the website or by calling the customer service line +90 507 824 00 44.

The refund shall be made without any delay, not exceeding fifteen (15) days from the receipt of the notification of the exercise of the right of withdrawal.

Regardless of the customer's preferred return method, if returns by cargo are not made by a courier selected by Marvy Shop, the extra costs incurred by Marvy Shop will not be included in the amount to be refunded to the customer.

Following the delivery of your order; If you wish to exercise your legal or contractual right of withdrawal and do not use any of the return options offered by Marvy Shop (other than the courier company designated by the company); If the customer organizes the transfer of the products to be returned by the customer himself and sends them through his own courier company, you will be fully responsible for the damages and risks that may occur in such returns due to reasons not caused by Marvy Shop, and Marvy Shop will not be responsible for returns in this way.

In addition, we hereby inform you that you will be responsible for the contents of the return package when you use any of the return options offered by Marvy Shop.

In the event that there is an error in the contents of the return package that is not caused by Marvy Shop, we will refund the package to you and you will be responsible for any related costs.

In any case, nothing in this clause will affect your legal rights.

### **Consequences of exercising the right of withdrawal**

Except as otherwise provided in clause 17.3, if the Customer terminates the agreement, Marvy Shop will refund to the Customer all payments received from the Customer, including delivery costs (excluding any additional costs incurred when choosing a delivery type other than the least costly standard delivery type offered by Marvy Shop).

Marvy Shop will issue a refund using the same payment method used by the customer for the purchase and in no event will the customer incur any additional charges as a result of such refund.

The customer shall only be liable for any diminution in value that goes beyond any control necessary for the nature, characteristics and functioning of the products.

### **17.2 Contractual Right of Withdrawal**

Apart from the legal right of withdrawal mentioned in Article 17.1 above, the customer is entitled to return the products within fifteen (15) days from the order shipment date without stating any reason. In the returns to be made within the scope of the contractual right of withdrawal, the costs incurred for the return of the product are the responsibility of the customer, without prejudice to the cargo determined by Marvy Shop.

The Customer may exercise his/her contractual right of withdrawal in accordance with the procedure in clause 17.1 above. However, the customer must notify Marvy Shop at the end of the period during which the right of withdrawal can be exercised and in any case must deliver the products within a period of fifteen (15) days from the date of shipment of the order.

The refund will be made without any delay, not exceeding fifteen (15) days from the receipt of the notification of the exercise of the right of withdrawal.

Marvy Shop will make the refund using the same payment method used for the purchase.

This contractual right of withdrawal does not affect the statutory right of withdrawal.

### **17.3 General Provisions (applicable to both statutory withdrawal and contractual withdrawal rights, exceptions to the right of withdrawal):**

The customer cannot exercise the right of withdrawal in agreements for the delivery of any of the following products:

1. Agreements relating to goods specially prepared in accordance with the wishes or personal needs of the customer.
2. Agreements relating to books, digital content and computer consumables provided in tangible media if the protective elements such as packaging, tape, seals, parcels are opened after the delivery of the goods.
3. Agreements for the delivery of goods whose protective elements such as packaging, tape, seals, parcels, etc. have been opened after delivery and whose return is not suitable in terms of health and hygiene (food, laundry, swimwear, bikinis, etc.).

The customer may inspect the goods after delivery to determine their condition, characteristics and function. If the customer's act of inspection goes beyond what is reasonably acceptable and the goods are damaged or diminished in value, Marvy Shop may deduct the difference from the refund to the customer in exercising the right of withdrawal or the customer may be required to pay Marvy Shop an amount equivalent to the diminished value of the goods.

The customer must return the products to Marvy Shop in their original packaging, instructions and other documentation. In any case, when returning the product, the customer must send the invoice received when the product is delivered or the relevant documents required by the e-invoice / e-archive legislation together with the product.

When the customer receives the order, summary information on how to exercise the right of withdrawal will be shared with the customer.

### **RETURNS**

a) Returns via cargo;

When the product is to be returned via the shipping company designated by Marvy Shop, the customer must contact Marvy Shop via the form on the website to organize the delivery of the product. The customer must send the product in the same package as per the instructions in the "RETURNS" section on the website. In case of purchase of any product without being a registered member, a return by cargo can be requested by phone by calling the customer service line +90 507 824 00 44

None of the above options entails any additional costs for the customer.

If the customer does not wish to use any of the free return methods available, the customer will be responsible for the return costs. If the Customer wishes to return the goods to Marvy Shop prepaid, the Customer may be liable for the associated costs.

After inspecting the products, Marvy Shop will inform the customer whether the customer is entitled to a refund of the amounts paid. The refund will be made when the right of withdrawal has been exercised within the statutory period and all the products that make up the relevant package have been returned.

The refund will be made as soon as possible and in any case within fifteen (15) days from the date of notification to Marvy Shop of the intention to withdraw. Refunds will always be made using the payment method used for the purchase. (For products in the Organic Nutrition category;



Products with unopened protection tape or cover and undamaged packaging can be returned within 7 days.)

The customer is responsible for the risks of returning the products to Marvy Shop as indicated above.

#### **17.4 Return of defective products**

In addition to the legal rights of the customer regarding defective products, Marvy Shop offers the following contractual rights.

If the customer believes that the product does not comply with the agreement at the time of delivery, the customer must immediately contact Marvy Shop regarding the product damage by completing the online form or by calling the customer service line +90 507 824 00 44. The customer must return the product with the invoice provided with the product upon delivery.

Marvy Shop will inspect the returned product in detail and within a reasonable time will notify the customer by email of the right to a replacement or refund (if applicable). As a matter of customary practice, a refund or replacement will be issued as soon as possible and in any event within fifteen (15) days from the date Marvy Shop notifies the customer by e-mail of the customer's right to a refund or replacement of the defective product.

In the case of products returned due to defect, if the defect is found, the customer will be reimbursed for all payments related to the product, including the delivery costs incurred when sending the product to the customer and the costs incurred by the customer when returning the product. The refund of the money received from the customer will always be made to the credit card used by the customer to pay for the order. This provision shall be without prejudice to your statutory rights.

#### **18. LIABILITY AND WAIVER**

Nothing in these terms shall in any way limit or exclude Marvy Shop's liability for:

1. Death or injury to personnel caused by Marvy Shop's negligence;
2. Fraud or false representation;
3. any other circumstances in which it would be unlawful or illegal for Marvy Shop to limit or exclude Marvy Shop's liability or to attempt to do so.

Marvy Shop is liable to the customer for foreseeable loss or damage caused by its own actions. If Marvy Shop fails to comply with these terms, Marvy Shop will be liable for loss or damage to the customer which is a foreseeable consequence of the breach of the agreement or which arises from a failure to exercise reasonable care and skill, but Marvy Shop will not be liable for any loss or damage which is not foreseeable.

Loss or damage will be foreseeable if it is obvious that a loss or damage will occur or both Marvy Shop and the customer knew that it would occur when the agreement was made, for example if the customer disclosed it to Marvy Shop during the sales process.

Marvy Shop will not be held liable for commercial losses. Marvy Shop offers products for individuals and personal use only. Marvy Shop will not be liable to the customer for any loss of earnings, loss of business, business interruption or loss of business opportunity if the customer uses the products for any commercial business or resale purposes and the customer acknowledges, agrees and undertakes not to hold Marvy Shop liable for any commercial losses.

Due to the potential for errors in the storage and transmission of this website and digital information, Marvy Shop does not warrant the accuracy or security of any information transmitted to or obtained from the website, except as otherwise expressly stated on the website.

It is Marvy Shop's contractual obligation to provide the Customer with products that conform to the agreement. However, without prejudice to this obligation and to the extent permitted by law, all product descriptions, information and materials published on this website are "as is" and do not contain any express, implied or consequential warranties.

When you enter into an agreement as a customer, Marvy Shop is legally obliged to ensure that the products it sends to the customer: (i) conform to the descriptions given by Marvy Shop and have the features set out on the website, (ii) are suitable for the ordinary use of similar products, and (iii) have the quality and performance that products of the same type normally have and can reasonably be expected to have.

Marvy Shop warrants that any product purchased by the customer from this website is of satisfactory quality and is reasonably fit for all purposes generally served by products of its kind. To the fullest extent permitted by law but excluded to the extent legally permissible, Marvy Shop is not responsible for any other express or implied warranties in relation to the products on this website. The products sold by Marvy Shop (including handmade products) generally have the natural characteristics of the materials used in their manufacture.

Natural characteristics such as texture, shape, seams and color variations should not be classified as errors or defects. Inconsistencies in these natural characteristics should be expected and reasonable. Although Marvy Shop selects only the best quality products, natural characteristics are unavoidable and should be accepted as part of the product's inherent appearance. Nothing in this clause affects the customer's statutory rights or contractual right of withdrawal.

## **19. RULES ON INTELLECTUAL PROPERTY RIGHTS**

The Customer acknowledges that the copyright, trademarks and all other intellectual property rights in all materials and content made available as part of the Website are at all times owned by Marvy Shop or its authorized agents. The customer is permitted to use the content only as expressly authorized by Marvy Shop or its authorized agents. This does not preclude the customer from using the website to the extent necessary to obtain a copy of any order or agreement information.

## **20. VIRUSES, HACKING AND OTHER CYBERCRIMES**

The Customer undertakes to refrain from misusing this website by knowingly installing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. The Customer shall not attempt to gain unauthorized access to this website, the server hosting this website or any server, computer or database related to this website, nor shall it interfere with, disrupt, destroy or alter the system. The Customer undertakes not to attack the website through a denial of service attack or distributed denial of service attack. In case of violation of this provision, the customer may have committed a criminal offense subject to criminal proceedings according to the applicable legislation.

Marvy Shop will report any such infringement to the relevant judicial and administrative authorities and cooperate with the relevant institution to reveal the identity of the hacker. Similarly, in the event of such a breach, the customer's right to use this website shall immediately cease.

Marvy Shop shall not be liable for any loss or damage resulting from any denial of service attack, virus or other software or material that technologically damages the customer's computer, equipment, data or materials resulting from the use of the website, or from the downloading of such content directed by this website.

## **21. LINKS FROM OUR WEBSITE**

There may be links from Marvy Shop's website to third party websites or materials; these links are for informational purposes only and Marvy Shop has no control over or responsibility for the content of such websites or materials. Similarly, Marvy Shop shall not be liable for any loss or damage of any kind that may result from the use of such links.

## **22. WRITTEN COMMUNICATION**

Applicable legislation requires that some information and messages sent by Marvy Shop to the customer must be in writing. By using the website, the customer agrees that communication with Marvy Shop will be primarily electronic. Marvy Shop informs the customer by contacting the customer by e-mail or by placing notices on the website. The customer acknowledges that he/she has contractually agreed to this method of electronic communication and that all agreements, notices, information and other means of communication provided to the customer electronically comply with any legal requirements that require these communication channels to be in writing. This condition does not affect the customer's legal rights.

## **23. NOTICES**

All notices provided to Marvy Shop must be in writing. The Customer expressly acknowledges and agrees that, subject to clause 22 and as set out therein, Marvy Shop may give notice to the Customer at the e-mail or postal address provided by the Customer when placing the order. Notice shall be deemed to have been properly given when received immediately if posted on the website, within 24 hours if sent by e-mail or within 3 days from the date of dispatch of a letter.

As proof of receipt of the notification, in the case of a letter, the information that the letter was sent to the appropriate address, stamped and delivered to the post office, and in the case of an e-mail, the information that the e-mail was sent to the relevant e-mail address will suffice.

## **24. TRANSFER OF RIGHTS AND OBLIGATIONS**

This agreement between Marvy Shop and the customer shall bind Marvy Shop and the customer and their successors. The customer may not assign, transfer, delegate or direct the agreement and the rights and obligations arising therefrom (except the warranty) without the customer's prior written consent. The customer may, however, assign Marvy Shop's warranty under clause 17.4 to the person acquiring the product.

Marvy Shop may require the customer to provide reasonable evidence that the person to whom the warranty is transferred is the current owner of the relevant product, such as proof of purchase or a letter or chain of letters from the original purchaser or subsequent purchasers (as applicable) stating that they have transferred warranty rights to the new owner of the goods.

Marvy Shop may, at any time during the term of the Agreement, assign, sub-contract or delegate the Agreement and any rights and obligations arising under the Agreement. For the avoidance of doubt, such assignment, delegation, sub-contracting or direction shall not affect the consumer's statutory or contractual rights or cancel, reduce or limit any warranties or guarantees that Marvy Shop may have given to the customer, expressly or by implication.

## **25. FORCE MAJEURE**

Marvy Shop shall not be responsible or liable for any event beyond Marvy Shop's control which causes Marvy Shop to fail or delay in performing any of its obligations under this Agreement and which shall therefore be considered force majeure for the purposes of this Agreement. Events beyond Marvy Shop's control include acts, events, failures, omissions or accidents beyond reasonable control and specifically include (without limitation):

1. Strikes, lockouts or other industrial action.
2. Civil commotion, riots, invasions, terrorist attacks or threat of terrorist attacks, war (whether declared or not) or threat or preparation for war.
3. Fires, explosions, storms, floods, earthquakes, subsidence, epidemics or other natural disasters.
4. Impossibility of use of railways, sea routes, airways, motor vehicles or other public or private means of transportation.

5. Impossibility of using public or private telecommunications networks.
6. Acts, decrees, legislation, regulations or restrictions of any government.
7. 7. Strikes, collapses and accidents in any cargo, postal or other related transportation business. Any obligation of Marvy Shop under any agreement shall be suspended for so long as the event beyond its control continues and that period shall be added to Marvy Shop's period of performance of the obligation. Marvy Shop will use all reasonable endeavors to terminate the event beyond its control or to find a solution that will enable it to perform its obligations under the agreement despite the event beyond its control.

## **26. WAIVER**

The failure of Marvy Shop to ensure the full performance by the customer of any of its obligations under the agreement or other terms and conditions or to exercise its rights or remedies under the agreement during its term shall not constitute a waiver of such rights or remedies and shall not relieve the customer from compliance with such obligations. No waiver of any default shall constitute a waiver of any subsequent default arising under the agreement or the conditions. No waiver of any of these conditions shall be deemed to be a waiver unless it is expressly declared to be one and communicated in writing in accordance with the paragraph in the "Notices" section above.

## **27. DIVISIBILITY**

If any provision of these terms or the agreement is determined by any competent authority to be invalid, illegal or unenforceable, such invalid term, condition or provision shall be severed from the remaining term, condition or provision and the remainder shall remain valid to the fullest extent permitted by law.

## **28. OUR RIGHT TO CHANGE OUR CONDITIONS**

Marvy Shop reserves the right to update or change these terms from time to time. When the customer uses this website or orders products from Marvy Shop, he/she is subject to the policies and conditions in force at the time he/she uses this website or orders products from Marvy Shop, unless changes are made to them. Any potential changes to the terms or privacy statement made in accordance with the law or decisions of competent governmental authorities will also apply to orders previously made by the customer. This change does not affect the customer's legal rights.

## **29. COMPETENT COURT**

Marvy Shop reserves the right to update or modify these terms from time to time. Use of the website and any agreement to purchase products through this website shall be governed by the laws of the Republic of Turkey. Any dispute arising out of or relating to the use of the website or any such agreement shall be subject to the jurisdiction of the courts of Turkey. If a dispute arises regarding the agreement between Marvy Shop and the customer, the customer may make the necessary applications to the competent Consumer Court or Consumer Arbitration Committee. Nothing in this clause affects the customer's legal rights in this respect.