

Terms and Conditions

All work of Deniz Tunc falls under her company Deniz Tunc Design or Deniz Tunc Jewellery. Deniz Tunc Jewellery ("Deniz Tunc Jewellery" "we" "us") website(s) (our "Site" or "Sites") and related services are made available to you pursuant to the following terms and conditions and any other rules posted on our website. Please read the Terms and Conditions carefully before placing any orders on Deniz Tunc Jewellery's webshop. We recommend you should keep a copy of our Terms and Conditions for future reference.

We may modify the terms and conditions from time to time. Please read the terms and conditions and check back often. If you do not agree to any change to the terms and conditions, then you must immediately stop using the website. Any changes made after you have placed an order will not affect that order however, unless we are required to make the change by law.

ELIGIBILITY TO PURCHASE

Mainly, we wish to draw your attention to our policies relating to the terms of purchase within the Terms and Conditions and our Privacy Policy. If you are under 18, you must let your parent or guardian know about Deniz Tunc Jewellery's Privacy Policy before you use this website or any of this website's services. We reserve the right to only accept orders from those over 18 however.

When you want to purchase a product you have to provide your personal details. In particular, Customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details

you provide on ordering are both valid and correct and you confirm that you are the person referred to in the billing information provided.

The website is available only to individuals and others who meet the Deniz Tunc Jewellery terms of eligibility, who have been issued a valid credit card by a bank acceptable to Deniz Tunc Jewellery, whose applications are acceptable to Deniz Tunc Jewellery and who have authorised Deniz Tunc Jewellery to process a charge or charges on their credit card in the amount of the total purchase price for the merchandise which they purchase. Deniz Tunc Jewellery reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

By making an offer to purchase merchandise, you expressly authorise us to perform credit checks and, where Deniz Tunc Jewellery feels necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your credit-card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

In addition, you agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Please refer to our privacy policy for further information about how we use your data.

ORDERS

All orders are subject to acceptance and availability. Deniz Tunc Jewellery offers products for sale that are in stock and available for dispatch from

our warehouse. Occasionally, however, we may be waiting for shipments from our suppliers.

Please note that items in your shopping basket are not reserved and may be purchased by other customers.

ACCEPTANCE OF YOUR ORDER

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order and completion of the contract between you and Deniz Tunc Jewellery will be completed when we email you to confirm the goods have been despatched. The sale contract is therefore concluded in Istanbul, Turkey.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorisation for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the T&C.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the website whether or not that merchandise has been sold; removing, screening or editing any materials or content on the website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

PAYMENT

Payment can be made by credit card and any other methods which may be clearly advertised on the website from time to time. Payment will be debited and cleared from your account upon dispatch of your order by Deniz Tunc Jewellery. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to Deniz Tunc Jewellery, we will not be liable for any delay or non-delivery.

We take all reasonable care to make our website secure.

All credit card transactions on this site are processed using Ogone, a secure online payment gateway that encrypts your card details in a secure host environment.

To help ensure that your shopping experience is safe, simple and secure Deniz Tunc Jewellery uses Secure Socket Layer (SSL) technology.

In addition, we will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Site.

PRICING POLICY

Prices shown on the website are in US Dollars and are exclusive of VAT at the applicable rate. Euro and GBP prices may also be shown, however pricing will be done in US Dollars when purchased. In case of a purchase in a non-EU country, the exchange rate of you payment provider will be

leading and the prices on the Deniz Tunc Jewellery site will be an indication.

All prices and offers remain valid as advertised from time to time. The US Dollar price of a product displayed on the website at the time the order is accepted will be honoured, except in cases of patent error. Product prices are set at the beginning of each season using existing currency exchange rates. These prices are subject to change if the applicable currency exchange rate changes before your order is accepted or the items are subject to markdowns at any time during the selling period.

INSURANCE

Deniz Tunc Jewellery insures each purchase during the time it is in transit until it is delivered to your specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfilment by Deniz Tunc Jewellery and transfer of responsibility in the same way.

DELIVERY

When we have received your order we strive to get your package to you as soon as possible. If the item that you have ordered is in stock, it will be dispatched from our warehouse within 24 hours (on working days). If you live in Turkey we strive to deliver your package to you within 1-2 working days. If you live in the EU, we strive to deliver your package to you within 10-15 working days. For information about delivery times in other parts of the world, please contact us at showroom@deniztunc.com.

Estimated delivery times are to be used as a guide only and commence from the date of dispatch, Deniz Tunc Jewellery is not responsible for any

delays caused by destination customs clearance processes or problems with the postorder companies. When you place an order at the website we will send you an email with the tracking number on the day your package will be dispatched. You can check the status of your shipment using the tracking number.

IMPORT AND CUSTOMS DUTIES

Any customs or import duties are charged once the parcel reaches its destination country. These charges must be paid by the recipient of the parcel (this also applies to retail & wholesale customers). Unfortunately, we have no control over these charges, and cannot tell you what the cost would be, as customs policies and import duties vary widely from country to country. It might be a good idea to contact your local customs office for current charges before you order, so you are not surprised by charges you were not expecting.

RETURNS AND EXCHANGES

If you want to return your purchase you can do so within 7 days after the package has been delivered to the delivery address. In order to process your return correctly, make sure you fill in the information on the packing list that you received with your order and send it back to the address listed on the packing list. Please send your package back with the same postorder company that you have received it with. If you are not sure which post order you should use, please send an email to us via showroom@deniztunc.com and we will let you know.

We will refund you what you paid for your order but not the delivery or return charge.

EXCHANGE

If you wish to exchange your item for a different size, please send back the originally purchased item and re-order the item in the right size. If you need any help with sizing, please contact us. If you wish to exchange your item for an alternative style, we suggest that you return it and purchase the new item separately.

REFUND

Your refund will either be credited to the original purchaser's credit card or bank, and will exclude shipping costs when applicable (with the exception of faulty items).

If your order has been sent to a destination within the EU, all sales taxes will be refunded. Outside the EU, customs duties and sales taxes are non-refundable through Deniz Tunc Jewellery.

Please note card refunds may take up to 10 business days for your bank to complete, depending on their processing time. This can vary greatly between card issuers, and unfortunately we are unable to influence this.

IMPORTANT

All items are quality controlled and checked for any faults before they are dispatched to customers. Should you receive an item that is not in perfect condition please contact us immediately (showroom@deniztunc.com).

If you want to return an item(s), please do so within 7 days, with the return tag still intact and the packing list filled out. The return address and more information about returns can be found on the packing list you have received with your package.

Please send all items you wish to return from an order in the same shipment to ensure your return is processed as quickly as possible. Items should be returned in their original packaging to ensure they are adequately protected in transit.

OUR POLICY

Items should be returned unused, and with all Deniz Tunc Jewellery return tags still attached. Returns that are damaged or soiled may not be accepted and may be sent back to the customer on their costs and/or a refund refused.

Please email showroom@deniztunc.com if any of your purchases have been delivered without Deniz Tunc Jewellery tags.

FAULTY GOODS

Please note that items that are damaged as a result of normal wear and tear are not considered to be faulty. If you would like to exchange a faulty item (instead of obtaining a refund), please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund. If you receive a faulty product, please let us know by emailing us at showroom@deniztunc.com.

COLOURS

We have made every effort to display as accurately as possible the colours of our products that appear on the Deniz Tunc Jewellery webshop and website. However, as computer monitors vary, we cannot guarantee that your monitor's display of any colour will be completely accurate.

CONTENT

In addition to the Intellectual property rights mentioned below, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on this website. Deniz Tunc Jewellery tries to ensure that the information on this site is accurate and complete. Deniz Tunc Jewellery does not promise that Deniz Tunc Jewellery's content is accurate nor error-free. We always recommend that all users of the Internet ensure they have up to date virus checking software installed. Deniz Tunc Jewellery reserves the right to withdraw any content from this website any time and without reason.

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You agree that you will be personally responsible for your use of Deniz Tunc Jewellery website and webshop and for all of your communication and activity on and pursuant to this website. We reserve the right to deny you access to the website at any time, without any notice. If we conclude, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated Deniz Tunc Jewellery, we may deny you access to this website on a temporary or permanent basis and any decision to do so is final. The use of this website is at your own risk.

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direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this website or the linked sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Deniz Tunc Jewellery's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

WAIVER

If you breach these terms and conditions and Deniz Tunc Jewellery takes no immediate action, we will still be entitled to use our rights and remedies in any situation where you breach the terms and conditions of Deniz Tunc Jewellery

GOVERNING LAW

Wearable Works of Art is overseen by and construed in accordance of the relevant law of Turkey, and you permanently submit to the exclusive jurisdiction of the courts of Turkey.

Privacy Policy

Deniz Tunc Jewellery ("Deniz Tunc Jewellery ", "we", "our", "us") and its subsidiary companies respect the privacy rights of its online visitors ("you", "your", "yours") and recognise the importance of protecting the information collected about them. We have adopted a corporate wide Privacy Policy that guides how we collect, store and use the information that you provide us with.

If you are under 18, we require that you inform a parent or guardian about Deniz Tunc Jewellery's Privacy Policy and Terms and Conditions as well as requiring their consent to the Privacy Policy and Terms and Conditions before registering with Deniz Tunc Jewellery or placing an order.

The following information is provided by Deniz Tunc Jewellery to enable our online visitors to be fully informed of our Privacy Policies. By visiting jewellery.deniztunc.com, you are accepting and consenting to the practices described in this Privacy Policy and the Terms and Conditions.

Please note that this policy applies to Deniz Tunc Jewellery and/or its subsidiaries, but not to websites maintained by other companies or organisations to which we link. Deniz Tunc Jewellery is not responsible for any personal information you submit to third parties via our website. Please ensure that you read the Privacy Policy of such other companies or organisations before submitting your details. Furthermore, from time to time Deniz Tunc Jewellery may employ third party business partners to collect personal information on Deniz Tunc Jewellery's behalf. In such cases, these third parties will be subject to confidentiality agreements and instructed by Deniz Tunc Jewellery to comply fully with the Deniz Tunc Jewellery Privacy Policy as set forth herein.

WHAT PERSONAL INFORMATION DO WE COLLECT FROM YOU AND HOW?

Deniz Tunc Jewellery collects personal information in several ways when you place an order or register for a service offered by Deniz Tunc Jewellery. If an order is placed with us, we need to hold personal information including your name, email address, phone numbers, home address, shipping and credit card billing address(es) so that we can process and fulfil your order. Additionally we may also obtain information as a result of authentication or identity checks. Sometimes we may ask for your telephone number. This number may be given to our courier for delivery

services. These details allow us to process your order and to let you know the status of your order.

OTHER INFORMATION WE COLLECT THROUGH OUR SERVICES

As a user of our services, we may collect non-personal data about use of the website, such as pages visited, times and volume of use of the services as well as Traffic Data. Traffic data includes logs, details of networks, time of log-on or access, length of sessions and similar systems data.

WHAT ABOUT COOKIES

Our site uses cookies to keep track of how often you visit our site, the contents of your shopping cart, previous purchases and to deliver content specific to your interests. (A cookie is a piece of information that is stored on your computer's hard drive by your web browser which tracks your movements within websites.) Most browsers are automatically set to accept cookies but usually you can alter the settings of your browser to prevent automatic acceptance. If you choose not to receive cookies, you may still use most of the features of our website, including the ability to purchase items.

HOW THIS INFORMATION MAY BE USED, INCLUDING ANYONE IT MIGHT BE SHARED WITH

Deniz Tunc Jewellery may use your personal information for the processing of orders, payments and to provide you with a personalised shopping experience. We will also use your details to fulfil and deliver your orders and manage your account. Your personal information may also be checked with credit agencies to prevent fraud and may be shared with other companies in the Deniz Tunc Jewellery group. Where there is a legal obligation to do so, we may disclose your information to any relevant regulatory body. We do collate statistical information about site traffic, sales and other commercial information which we may pass on to trusted

third parties but these statistics do not include any information which can identify you personally. We see this as a value-added service helping you to find useful products or services. We strive to limit use of your information to those offers that we think you would appreciate receiving. Finally, we may use your personal information for our internal marketing and demographic studies, together with non-personal data to monitor customer patterns so we can consistently improve our site design to better meet our visitors' needs. If we change our policy on disclosure to others, we will inform you and give you the choice of opting out.

SAFEGUARDING YOUR PERSONAL IDENTIFIABLE INFORMATION

We will only collect personally identifiable information to the extent deemed reasonably necessary to serve you in view of our legitimate business purposes as set out above, and we will use our best endeavours to maintain appropriate safeguards to ensure the security, integrity and privacy of the information you have provided us with. When you place an order or access your account information, we use a Secure Socket Layer (SSL) encryption which encrypts your information before it is sent to us to protect it from unauthorised use. In addition, we will take reasonable steps to ensure that third party business partners' to whom we transfer any data will provide sufficient protection of that personal information.

WHERE AND HOW TO ASK QUESTIONS OR FILE COMPLAINTS

If you require further information about our Privacy Policy, please email showroom@deniztunc.com.

YOUR CONSENT

By visiting jewellery.deniztunc.com, you are accepting and consenting to the practices described in this Privacy Policy and the Terms and Conditions.