

DISTANCE SALES CONTRACT

blendtheproduct.com Digital Product Distance Sales Contract

Article 1 – Parties

1.1. Seller:

ARSHIRA TEKNOLOJİ A.Ş.

Address: Kızılay, Necatibey Cd. 20/9, 06430 Çankaya / Ankara / Türkiye

E-mail: info@dibs.com.tr

(“Company”, “Seller”)

1.2. Buyer:

The real person consumer (“Buyer”, “you”) who purchases the digital product via blendtheproduct.com and who has an internet connection and a means of payment.

The identity and contact information declared by the Buyer in the order form shall be taken as basis.

Article 2 – Subject

This Distance Sales Contract (“Contract”) sets out the rights and obligations of the parties regarding the **digital content** (a non-watermarked, full-resolution poster image) whose characteristics and sales price are specified below, purchased by the Buyer via blendtheproduct.com.

The **Pre-Contract Information Form** is an integral part of this Contract. The **Terms of Use** and **Privacy Policy** available on the website also apply together with this Contract.

Article 3 – Main Characteristics of the Product and Service

3.1. Product/Service:

A non-watermarked (no overlay), full-resolution digital poster image generated by artificial intelligence based on the template and product images uploaded by the user.

The product is entirely **digital content** and is not supplied on a physical medium.

3.2. Method of delivery:

The product is provided via **digital download** over the internet (e.g. via a link tied to the user’s session).

There is **no physical delivery**; therefore, there is no shipping fee.

3.3. Technical requirements:

In order to download and view the poster image, the Buyer must have an adequate internet connection and a device/system capable of opening the image. This technical infrastructure is the responsibility of the Buyer.

Article 4 – Price, Method of Payment and Invoice

4.1. The price of the product is 4.90 USD. This is the final amount charged by the Seller and, for consumer Buyers resident in Türkiye, it constitutes the total sales price including VAT calculated in accordance with applicable law. For Buyers residing outside Türkiye, their own bank, card issuer or local tax authorities may apply additional currency conversion costs, fees or local taxes/charges. Such amounts are outside the control and responsibility of the Seller.

4.2. Method of payment:

Payment is made online by credit or debit card via the third-party payment service provider **PAYTR ÖDEME VE ELEKTRONİK PARA KURULUŞU ANONİM ŞİRKETİ (“PAYTR”)**

The card details are not processed by the Seller, but directly by PAYTR.

4.3. Invoice:

The Buyer’s first and last name, e-mail address and billing address are used for the purpose of issuing an **electronic invoice / e-archive invoice** within the framework of legal obligations.

Article 5 – Time and Manner of Delivery (Performance)

5.1. After the payment transaction is approved, the relevant job/poster download process starts and digital access to the poster image is provided **within a short time** (usually within a few minutes).

5.2. Once digital access is provided, the Buyer acquires the **right to download** the poster image. The duration of the download right and the technical details are subject to the explanations and technical limitations specified on the website.

Article 6 – Right of Withdrawal and Exception

6.1. The subject of this Contract is a **digital content** (non-watermarked poster image) that is not supplied on a physical medium, and the performance of the service starts **immediately with the Buyer’s consent**.

6.2. Pursuant to Article 15/1-(ğ) of the Regulation on Distance Contracts, there is **no right of withdrawal** for contracts relating to services performed instantly in electronic environment or intangible goods delivered instantly to the consumer in electronic environment.

6.3. By confirming the payment, the Buyer declares that:

- The performance of the digital content will start immediately, and
- For this reason, there is **no right of withdrawal**,

and acknowledges that they have been informed of this in advance and **accept** this situation.

Article 7 – Defective Service and Support

7.1. In the event that the Service cannot be provided at all or is clearly provided in a defective manner due to technical issues, system errors or similar reasons, the Buyer may request support by notifying the situation to **info@dibs.com.tr**.

7.2. The Seller will carry out a technical review within a reasonable time and may:

- Grant a new download right where necessary, or
- Offer other appropriate solutions (such as regenerating the poster or providing renewed access).

This process does not remove any mandatory rights arising from applicable consumer legislation; however, the nature of digital content and the withdrawal exception remain reserved.

Article 8 – Limitation of Liability

8.1. It is not guaranteed that the generated posters will always fully meet the Buyer's expectations, or that they will always fully comply with third-party intellectual property rights, advertising rules or platform policies (e.g. social media ad rules).

8.2. The Buyer bears all responsibility for the use of the poster image. The Buyer is obliged to carry out any necessary legal checks before using the output.

8.3. Except where liability cannot be limited by law, the Seller shall not be liable for indirect damages (such as loss of profit, data loss, loss of business, loss of reputation, etc.).

Article 9 – Applicable Law and Dispute Resolution

9.1. Turkish law shall apply to the implementation and interpretation of this Contract.

9.2. In the event of any dispute between the parties, the Consumer Arbitration Committees and Consumer Courts at the Seller's place of residence shall have jurisdiction.

Article 10 – Entry into Force

When the Buyer clicks on the “buy”, “pay” or similar button at the payment step on blendtheproduct.com:

- The Buyer is deemed to have read the **Pre-Contract Information Form**, and
- To have **accepted** this Distance Sales Contract,

and the Contract is thereby concluded electronically.