

## General terms of use

### **Sincerely yours e-store sells hand-made women's clothing and accessories.**

These terms and conditions shall apply to the legal relationships arising between the customer (hereinafter the Customer) and Sincerelyyours Limited Company (hereinafter the Seller), the owner of the purchasing environment available on the website [www.sincerelyyours.eu](http://www.sincerelyyours.eu) (hereinafter the E-store) in connection with purchasing of the Products from the E-store. In addition to these terms and conditions, the legal relationships arising from purchasing of the Products from the E-store shall also be governed by the acts of law applicable in the Republic of Estonia.

The Seller shall have the right to make amendments to the terms and conditions of use of the E-store and change the prices of the Products and services. The Seller shall announce any amendments or changes on the website [www.sincerelyyours.eu](http://www.sincerelyyours.eu). The terms and conditions as well as prices in force at the time of concluding a transaction shall be applied to the transaction.

The Seller's details:  
Sincerelyyours Limited Company  
Tatari 64, II floor  
Tallinn  
10134  
Reg. No.: 14298144  
Phone: +372 56253369  
E-mail: [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu)

### **Prices**

All prices displayed in the E-store are in Euros and are inclusive of value added tax.

The prices of the Products and the discounts may differ from the selection, prices and discounts offered at the studio store located in Tatari 64, II floor.

### **Products**

As a rule, the Products displayed in the E-store are made-to-order and thus not in stock. All orders placed will be ready to ship within 10-15 business days.

The photos of the Products displayed in the E-store are illustrative and may unintentionally slightly differ from the actual appearance of the Products.

### **Purchasing**

The Customer shall select a desired Product in the E-store and add it to the Shopping Cart by clicking on the button "Add to cart".

To place the order, the Customer shall proceed to the Shopping Cart page: having selected shopping cart icon from the menu bar, click on the button "Checkout", after which the Customer shall be redirected to the page for placing the order.

Having entered the required information and checked the accuracy of given information, the Customer shall confirm the order by clicking "Purchase". This operation shall confirm the order and the order shall be sent to the Seller.

When the Product has been paid for, the E-store shall send an order confirmation to the Customer's e-mail address.

The Seller has the right to refuse to fill the order if there is a doubt the data presented to the Seller is incorrect or if the conduct is not in accordance with good practice.

The Seller has the right to refuse to fill the order by notifying the Customer through e-mail with the reason for the waiver. If the Seller is refusing to fill the order, the Customer will be refunded the cost of the order. The refund shall be transferred to the same bank account which was used by the Customer to pay for the order.

### **Payment methods**

Orders can be paid for securely by PayPal or by credit card (Visa, Mastercard, American Express ja Discover).

The Seller shall have no access to the Customer's bank details or credit card details.

### **Gift Cards**

Digital Sincerely Yours gift cards can be used in the E-store at checkout. The gift card can be used by adding the gift cards code to the Shopping Cart's Gift Card field. If the purchase amount falls short of the usable amount on the gift card, the sum exceeding the purchase amount will stay on the gift card to be used at another date. If the purchase amount exceeds the usable amount on the gift card, the shortfall must be paid by using the payment options in the Shopping Cart.

### **Delivery**

Orders within Estonia will be shipped to the closest Omniva parcel machine (based on the address provided).

For all international orders, customers can choose the Standard Registered shipping option.

All orders will receive a tracking number that makes it easy for you to follow your purchase. Your order will be shipped to the address provided and if the delivery is not possible, it will be delivered to your nearest post office.

It is important to us that you receive your order in a timely manner. To avoid any delays please enter your correct shipping address as we are unable to redirect packages once they have been dispatched. All orders shipped have a tracking number that makes it easy for you to track your order/item. All delivery times below are estimated and we are not able to guarantee them. Sincerely Yours will not be liable for delay in delivery.

Standard shipping (Estonia): 2-5 business days.

Standard shipping (the Baltic states): 3-5 business days.

Standard shipping (Europe): 5-10 business days.

Standard shipping international (outside Europe): 6-12 business days.

Please note that the estimated shipping times are calculated from the day the package is posted. Please allow 10-15 business days for us to make your product.

Should you wish to choose an international service provider such as UPS or DHL, please contact our customer service [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu) for prices and more information.

Should you wish to speed up the shipping process we can ship your order with express mail service. Please contact us for delivery times and prices [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu).

Please note that the estimated shipping times mentioned above can be a lot longer during holiday season. If ordering items as a Christmas gift, please take this into consideration and try to place your order as much ahead as possible.

What to do if your order has not arrived?

- If you have not received your order within the estimated time frame, please first try to track your item with the tracking number provided at [www.omniva.ee](http://www.omniva.ee).
- If you are unable to track your item with the provided tracking number, please first contact your local postal service provider for assistance. In the case of the following countries, the shipment can be tracked on the homepage of the postal authority of the destination country: AT, BG, GB.
- If that does not give you any results, please contact Sincerely Yours and we will follow up with the postal service provider by submitting an application for searching your order. For international shipments, an application has to be submitted within 10 days after the estimated delivery time. Please contact us within the time frame. The postal service provider will then reply within 2 months from the day of submitting the application.
- Once the shipment has been declared lost by the shipping service provider we will send you a new item free of charge.
- What to do if the item is damaged?
- If you see visible damages to your shipment please open the box with the deliverer present. If the items you expected to be shipped are not in the box please register it in the presence of the deliverer.
- If the deliverer is not present at the time of receiving your shipment and there are visible damages to it please take photos as a proof of condition.
- Please notify Sincerely Yours as well as the shipping service provider of the damaged shipment as soon as possible but no later than 3 days from receiving it. Include photos of the damaged box/items.
- Once you have notified Sincerely Yours as well as the shipping service provider within 3 days from receiving the order with eligible proof (photos) of damage we will send you a new item free of charge.

We appreciate your patience and we are happy to assist you with your order delivery. Should you have any questions please don't hesitate to contact us [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu).

## **Returning and replacement of orders**

We have loved to create each and every item seen at our store and it is important to us

that you find joy in wearing these items. Sincerely Yours is very proud to have a reputation for quality which is why we happily accept returns for a refund on all items when you have contacted and informed us within 14 days of receiving your item and shipped back the item within 14 days of informing us.

PS! We do not accept returns on custom and tailored orders.

Please contact Sincerely Yours within 14 days of receiving your item. Items must be shipped back to Sincerely Yours within 14 days of contacting/informing us.

Please return your purchase in its original condition and in its original packaging, with tags attached, item unwashed and unworn.

All returns are quality checked. Buyer is responsible for any loss in value.

It can take up to 7 days from Sincerely Yours receiving the returned item for us to process your return. Once the return has been processed and accepted (items have been checked), we will notify you via email. Refund will be issued as soon as possible but no later than within 7 days of accepting the return. Once the refund is issued, the funds should appear on your bank statement in up to 7 working days (depending on the bank you use).

Debit and credit card returns must be processed against the same card that was used to complete the original purchase.

Standard shipping cost for the initial delivery (original order) will be refunded.

Return shipping costs are covered by customer.

Please note that when returning an item you are responsible for it up until we have received it back. Please include everything that was part of the original package when returning your order. Package carefully for the item to be in a saleable condition once we receive it. Choose a shipping option that can be tracked as Sincerely Yours is not liable for the loss of an item. Keep any type of proof of shipping (receipt, tracking number etc).

Sincerely Yours is not liable for any Customs related import duties/taxes/charges that may apply.

Faulty items include the following:

- Item is different from the one you ordered.
- Item is faulty, damaged.
- Item does not match the description seen at Sincerely Yours website.

On rare occasion it may happen that you have received a faulty item and we apologise for that. In order for us to fix that for you as soon as possible, please send us an email including the following information: Your full name, your contact details, product name/ order number and description of the faulty item.

It is important to us that your return process would go as quickly and smoothly as possible. In order to organise a return, please follow these simple steps:

1. Please notify our customer service of your wish to return an item by contacting us via email: [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu) within 14 days of receiving your order. Please send us the following information: Your full name, your contact details, order number.
2. We will then issue a Return Merchandise Authorisation number (RMA#) and send you a Returns Form via email. Please print it out and fill it in to ensure that we can complete your refund.
3. Repackage your items that you would like to return and include the filled in Returns Form to the package. Please note that when returning an item you are responsible for it up until we have received it back. Please include everything that was part of the

original package when returning your order. Package carefully for the item to be in a saleable condition once we receive it. Choose a shipping option that can be tracked as Sincerely Yours is not liable for the loss of an item. Keep any type of proof of shipping (receipt, tracking number etc).

4. Ship the package back within 14 days of informing us addressed to Sincerely Yours. Address: Tatari 64, II floor, room 218, Tallinn, 10134, Estonia.

Items not eligible for return:

- Item not in its original condition (not in saleable condition)
- Item that was refused upon delivery
- Incorrect address was provided by the buyer
- Any tailored and custom-made products
- Returns will not be accepted when Sincerely Yours has been contacted later than 14 days of receiving the item and/or if the item has been shipped back to us after 14 days of informing us.

### **Exchanges:**

We happily accept exchanges for items in their original condition if the requested size is available in stock. If not, an item can also be exchanged for a different garment/accessory. Return shipping costs are covered by customer. When returning an item for exchange, please include everything that was part of the original package.

Please contact us should you have any questions in regards to our returns and exchanges policy and we will happily guide you through the process: [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu).

### **Liability**

The Seller and the Customer shall be liable in front of one another for any damage caused to the other Party by violation of these terms and conditions in the cases and in the extent provided for in the legislation of the Republic of Estonia.

The Seller's liability shall be limited to the purchase price of the Product.

The Customer shall only use the service of the E-store for purposes which are in conformity with the law and good practice.

### **Privacy policy**

Sincerely Yours takes your privacy very seriously and is committed to protecting your personal data. This Privacy Policy describes how and when Sincerely Yours collects, uses, and shares information when you purchase an item from us, contact us, or otherwise use our services. It applies to all data collected.

Sincerely Yours is an online fashion brand. We manufacture, market and sell clothing and accessories for customers all over the world.

SincerelyYours OÜ, registered company number: 14298144, is responsible for collecting, controlling and respecting your personal data. Your privacy is important to us.

Personal data includes all information that an individual can be identified with, such as:

-Website/Orders. When you place an order through Sincerely Yours website we will ask for your full name, contact details such as email address, your postal/delivery address,

location, country, payment information and the details of the product that you're ordering. Sincerely Yours will not keep your card details, your payment is processed through online secure payment provider. We will collect information on how you use our website to constantly improve our services.

- Technical. Information about devices you use to access our services, browser type, time zone and location.
- Customer service. When contacting Sincerely Yours, one of our customer service team members will ask for your details such as your name or email address. If you are contacting us about your order, specific details about your order such as order number, description of item or other will be asked.
- Marketing. Sincerely Yours collects information on if and how you would like to receive marketing from us and be contacted.
- Promotions and competitions. When entering a promotion or a competition Sincerely Yours will need you to provide us with your contact details such as your name, email address, delivery address.
- Transactions. Details of your orders (includes your contact details, location, currency, information about items ordered, subtotal, shipping details etc) and any type of communications with you about your orders.

You may also choose to provide Sincerely Yours with additional personal information if you contact us directly.

How do we collect data?

Sincerely Yours may collect your personal data in the following ways:

- you may give us your personal data through direct interaction by communicating with us via email, phone, post or other, by filling in forms (returns form for example) and/or entering your information online (signing up your email to receive latest Sincerely Yours news for example). That includes purchasing products from our website, following Sincerely Yours on social media, participating in promotions and competitions, contacting us with a question/enquiry etc.
- we may collect information through automated interactions. That includes your browsing action and patterns when you visit our website, your contact data in case of incomplete orders, technical data about the equipment you use etc.
- Sincerely Yours may also receive your personal data from third parties such as delivery and payment service providers.
- Why do we need your information and how do we use it?
- Sincerely Yours relies on a number of legal bases to collect, use, and share your information, including:
  - as needed to provide our services, such as when we use your information to fulfil your order, to settle disputes, or to provide customer support;
  - when you have provided your affirmative consent, which you may revoke at any time, such as by signing up for our mailing list;
  - to keep you updated with the latest offers and news based on your consent;
  - conduct market research;
  - ask for your feedback on our services in order to improve your shopping experience;
  - if necessary to comply with a legal obligation or court order or in connection with a legal claim, such as retaining information about your purchases if required by tax law; and

- as necessary for the purpose of our legitimate interests, if those legitimate interests are not overridden by your rights or interests, such as providing and improving our services.

We use your information to provide the services you requested and in our legitimate interest to improve Sincerely Yours services.

#### Information sharing and disclosure

Information about our customers is important to our business. We share your personal information for very limited reasons and in limited circumstances, as follows:

- Service providers. We engage certain trusted third parties to perform functions and provide services to our shop, such as delivery companies, companies providing payment processing services, companies providing software and IT- services, marketing service providers who send emails on our behalf based on your consent and/or agencies undertaking market research and analysis on our behalf. We will share your personal information with these third parties, but only to the extent necessary to perform these services.
- Where you have provided your consent to do so. For example if you have given your consent to receive marketing materials from third parties or information about their products and services, we might give your information to these third parties for them to send you relevant marketing.
- Business transfers. If we sell or merge our business, we may disclose your information as part of that transaction, only to the extent permitted by law.
- Compliance with laws. We may collect, use, retain, and share your information if we have a good faith belief that it is reasonably necessary to: (a) respond to legal process or to government requests; (b) enforce our agreements, terms and policies; (c) prevent, investigate, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of Sincerely Yours customers, or others.
- With our business advisers who provide consulting, accounting, banking, legal or other similar services.

#### **Marketing**

Sincerely Yours will send you marketing material or promotional offers as follows:

- when you have made a purchase with us or you have participated in our competition and you have given your consent for us to do so or you have not opted out of receiving marketing;
- by email when you have signed up at our website;
- based on your data we might send you offers relevant to your interests;
- Sincerely Yours might occasionally add marketing material that you may be interested in to your order;
- we will ask you for your preferences on how you would like to receive marketing (email, post, other).

Please note that you have full control over which type of marketing and how you would like to receive from us. You can at any point unsubscribe from our newsletter by using the unsubscribe button. Should you have any questions or concerns please contact us via email below.

## **Cookies**

A cookie is a small piece of information sent to your device (such as computer, tablet or phone) when you visit a website. Our website uses cookies to provide you with the best personalised experience when browsing our website by distinguishing you from other users of our website and to recognise your device on future visits. They also help with making advertising relevant to your specific interests.

You can set your browser to refuse all or some cookies but please note that by doing so some parts of our website could potentially not function or be inaccessible.

## **Data Retention**

We retain your personal information only for as long as necessary to provide you with our services and as described in our Privacy Policy. However, we may also be required to retain this information to comply with our legal and regulatory obligations, to resolve disputes, and to enforce our agreements. For specific time frames please contact us at [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu).

## **Your Rights**

If you reside in certain territories, including the EU, you have a number of rights in relation to your personal information. While some of these rights apply generally, certain rights apply only in certain limited cases. We describe these rights below:

- Access. You may have the right to access and receive a copy of the personal information we hold about you by contacting Sincerely Yours using the contact information below.
- Change, restrict, delete. You may also have rights to change, restrict our use of, or delete your personal information. Absent exceptional circumstances (like where we are required to store data for legal reasons) we will generally delete your personal information upon request.
- Object. You can object to (i) our processing of some of your information based on our legitimate interests and (ii) receiving marketing messages from us after providing your express consent to receive them. In such cases, we will delete your personal information unless we have compelling and legitimate grounds to continue using that information or if it is needed for legal reasons.
- Complain. If you reside in the EU and wish to raise a concern about our use of your information (and without prejudice to any other rights you may have), you have the right to do so with your local data protection authority.

## **How to contact us**

For purposes of EU data protection law, Sincerely Yours is the data controller of your personal information. If you have any questions or concerns about your personal data we process, you may contact us via email [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu) and we will happily assist you.

## **Other terms and conditions**

Any disputes between the Customer and the Seller shall be settled by negotiations.

If the Seller has refused to solve the Consumer's complaint or the Consumer is not



satisfied with the solutions offered by the Seller and finds that his or her rights have been violated or interests damaged, the Consumer may submit a claim to the Consumer Protection and Technical Regulatory Authority Committee through the Consumer Protection Board or to a court. The Consumer can contact the Consumer Protection and Technical Regulatory Authority free of charge and the value of the transaction in question must exceed 20 Euros. The Consumer may file the claim directly or through a representative. The contact details of the Consumer Protection and Technical Regulatory Authority are provided on the website of the Consumer Protection and Technical Regulatory Authority; for settling of claims arising in the EU Member States, the European Consumer Centre should be contacted.

### **Customer support**

The customer support telephone number for Estonian (in Estonian) and international customers (in English) is +372 5625 3369 and for Russian customers (in Russian) is +372 5090 154 and the e-mail address: [info@sincerelyyours.eu](mailto:info@sincerelyyours.eu).

The customer support is unavailable on public holidays.