

# TERMS & CONDITIONS

## 1. GENERAL

- 1.1 The languages offered for the conclusion of the agreement, is English and the Estonian language.
- 1.2. These terms of use regulate the legal relationship arising between Tallinn Dolls OÜ, Estonia, Harjumaa, Tallinn, Koidu 122 / Planeedi 4, 10139 | +372 6313 288 (Trader) and the person who made the purchase (Client) in the purchase-sale of the products and accessories of the brand Tallinn Dolls in the tallinndolls.com sales environment (e-store).
- 1.3. In addition to these conditions the legal relationships arising from the distribution of products via the e-store are regulated by the laws of the Republic of Estonia.
- 1.4. The Trader may change the terms of the e-store and the prices of the products and services. Changes will be notified in the e-store's environment. The terms and prices applicable at the time of the transaction taking place are applied to the transaction.
- 1.5. The selection of products, prices and discounts may differ from the product selection, prices and discounts of the Trader's retail product selection.

## 2. PRICE

- 2.1. The prices of the products are provided on the products' sheet and the prices include the 20% value added tax in force in Estonia.
- 2.2. The delivery fee in accordance with the delivery method chosen by the Client in the course of formalising the order is added to the price of the products. The manner of delivery will be chosen and the delivery charge calculated in the basket.
- 2.3. In case of discount of the product will be calculated after entering the discount code in the basket.

## 3. COMPLETING THE ORDER

- 3.1. The Client will add the product to the basket after choosing the product and, where necessary, the size on the product sheet by clicking the "Add to basket" button.
- 3.2. The quantities in the basket may be changed and products may be removed from the basket until paying for the products.
- 3.3. To complete the order, you must enter the necessary data in the shopping cart, select the payment method and click on the "Go to pay" button.
- 3.4. The order is deemed finalized after pressing the "Go to pay" button and receiving the payment.
- 3.5. The Trader will send a notification for the confirmation of the order to the Client's email address.
- 3.6. In case of not having the Product ordered by the Client the Trader will cancel the order. An order may be cancelled in part as well as in whole. The Client will be informed of a cancelled order immediately. In case of a partial cancellation the Trader may ask for the Client's wishes for handling the rest of the order – whether to dispatch or cancel as well.

## 4. PAYMENT

- 4.1. The Client will pay for the purchases made in the Web environment (e-store) 100% in advance.
- 4.2. For orders, you can pay by credit card (Visa, MasterCard), Estonian bank links, Latvian bank links, Lithuanian bank links, Finnish bank links and PayPal.
- 4.3. Payment takes place in a secure environment outside the e-store – when paying with a bank link in the secure environment of the respective bank, when paying by credit card in the secure environment of Maksekeskus AS (<http://maksekeskus.ee/>) and in case of PayPal payments in the PayPal secure environment respectively. The Trader does not have access to the Client's bank and credit card details.
- 4.4. After placing the order and making the payment the Client will be sent a confirmation via email, on delivery an invoice is added to the parcel; for a dispatch outside the European Union a customs declaration is also added (UPU form CN22).

## 5. DELIVERY OF THE PRODUCTS TO THE CLIENT

- 5.1. The e-store delivers products to all the European Union Member States and to Russia, Belarus and Ukraine.
- 5.2. Products will be delivered to the customer by Registered Maxi Letter Business Letter and Omniva Parcel to the automated

parcel terminal provided by Omniva (AS Eesti Post) and Services provided by Itella SmartPOST OÜ, as well as the DPD pickup point and the DPD courier. Shipments can be tracked at Omniva (formerly Estonian Post) and in the international monitoring environment of the UPU at [www.track-trace.com/post](http://www.track-trace.com/post). Itella SmartPOST tracking environment at [new.smartpost.ee/shipping-otsing](http://new.smartpost.ee/shipping-otsing). DPD Eesti AS shipments can be tracked in the DPD tracking environment: [https://www.dpd.com/ee\\_eraklient](https://www.dpd.com/ee_eraklient). In addition, Click&Collect is one option for delivering products to selected Baltika stores.

## **6. RIGHT OF WITHDRAWAL, RETURNING AND EXCHANGING GOODS**

- 6.1. The Client has the right to withdraw from an undisclosed transaction within 14 calendar days (registered clients have a right to withdraw from a transaction within 30 days) from receiving the product .
- 6.2. The Trader will confirm receipt of the withdrawal application with a notice sent to the Client.
- 6.3. The Client is obliged to return the product within 14 calendar days (registered clients have the right to withdraw from the transaction within 30 days) from the date of submission of the application for withdrawal. The period of withdrawal shall be calculated from the day the Client or a third party named by him or her, who is not the carrier of the goods, has received the possession of the product. If the order consists of more than one shipment, the deadline for withdrawal is calculated from the date of arrival of the last parcel to the Client.
- 6.4. The registered users of Tallinn Dolls OÜ can return the parcel ordered to Itella SmartPOST or Omniva automated parcel terminal free of charge within 14 days using the doorcode or return code contained in the original SMS. If the automated parcel terminal issues an address card upon return, paste it precisely onto the old address card. The parcel ordered to Click&Collect can also be returned free of charge, by returning the parcel to the same store from which it was delivered.
- 6.5. On withdrawal from the transaction the Trader will return to the Client the sums paid by him, incl. delivering the product to the Client, by transferring the returnable sum into the Client's bank account within 14 days from the withdrawal application reaching the Trader at the latest. The Trader has the right to delay returning the paid sums until the Client has returned the product or submitted proof of handing over the product to the post office for return. On using the right of withdrawal the Client will carry all expenses directly related to the returning of the product.
- 6.6. In case the client wants an exchange, mending or replacement of the Product, the Client must fill in the return sheet included with the Product and invoice. In case of exchanging or replacement of the product the Client will carry all expenses directly related to returning the product, unless the product returned does not correspond to what was ordered.
- 6.7. In the event of a deterioration in the condition of the item to be returned, the Client shall be liable for the reduction of the value resulting from the use of the item only if he or she has used the item in any other way than necessary in order to ascertain the nature, characteristics and operation of the item. In order to ascertain the nature, characteristics and operation of the item, the Client should handle and use the item only as if he or she would normally be allowed to do it in the shop.
- 6.8. For hygiene reasons, the right of withdrawal does not apply to the underwear and sunbathing clothes taken out of the package.
- 6.9. The product may be replaced within 14 days from the product reaching the Client, if the size of the ordered product was not suitable. Registered clients are able to exchange the product within 30 days.
- 6.10 No right to return the product, which is made by special order .**

**EXAMPLE:** If a customer adds a comment, that would like to have 5 cm longer dress (then this product is made by special order and is not refundable).

## **7.SUBMITTING A COMPLAINT**

- 7.1. The Trader is responsible for the nonconformity to requirements and defects of the products for 2 years from the receipt of the products by the Client. Thereat, within the first six months after delivery to the buyer, it is presumed that the deficiency was present upon delivery. The online store is responsible for refuting this presumption.
- 7.2. On discovering the nonconformity to requirements of the product or defects of the product the Client undertakes to notify the Trader immediately but no later than within 2 months from becoming aware of the nonconformity by sending the respective information to the email address [info@tallinndolls.com](mailto:info@tallinndolls.com) or in writing to the address of Tallinn Dolls OÜ Estonia, Harjumaa, Tallinn, Koidu 122 / Planeedi 4, 10139
- 7.3. In case of a nonconforming or defective product the Client has the right to claim the performance of obligations from the Trader, withdraw from the contract or to cancel the contract and claim compensation for damages, reduction of price, in case of delaying the fulfilment of financial obligations claim a fine.
- 7.4. In case of nonconformity of the product to requirements or defects the Client has the right to first demand the free mending of the product or replacement with a product conforming to the requirements and without defects or to return the

product at the Trader's expense.

The Client has the right to demand the reduction of the purchase price of the product or the termination of the contract and the recovery of the sums paid for the product if:

- The Trader is not able to mend or replace the product or
  - Mending or replacing the product fails or
- The Trader has not rectified the defect of the product within a reasonable time or
  - The Client is caused unjustifiable inconveniences.

7.5. In case of returning a nonconforming product the Client will be compensated for the sums paid for the product together with transport costs to the bank account specified by the Client within 14 days at the latest. The Trader has the right to delay returning the sums paid until the Client has returned the product in his possession or submitted evidence of handing over the product to the post office for returning.

7.6. The undertaking shall, during the first six months of the transfer of the item to the purchaser, cover the costs to the buyer related to repairing or replacement of the item, in particular transport, mail, work, travel and material costs. In the next 1.5 years, the corresponding costs will be borne by the undertaking only if the claim is justified. The undertaking does not reimburse the costs incurred by the Client in the event of non-compliance or deficiencies in the product and is not liable for them, if:

7.6.1. The Product has deteriorated/been damaged due to the fault of the Client;

7.6.2. Defects have been caused by the use for a non-intended purpose, incl. as a result of not following the care instructions;

7.6.3. The Product has changed due to normal wear of ordinary use.

7.6.4. There is no copy of the document certifying the purchase.

7.7. In case disputes have arisen between the Client and Trader on the defects of the product, the Client has the right to turn to the Trader with a complaint, by specifying in a complaint submitted in writing or in a form allowing for written reproduction (email) his name and contact details, the date of submitting the complaint, the defect existing in the product and the solution requested by him. The Trader will respond to the Client's complaint in writing or form allowing for written reproduction (email) within 15 days.

7.8. In case the Client and Trader do not reach an agreement regarding the dispute, the Client has the right to turn to the consumer complaints committee at the Estonian Consumer Protection Board ([www.komisjon.ee](http://www.komisjon.ee)) for out-of-court settlement of the dispute and use the European Union Online Dispute Resolution procedure at <http://ec.europa.eu/odr>. Reviewing of a complaint in the consumer complaints committee is free of charge for the parties. Dispute settlement at the Estonian Consumer Protection Board is guided by the legislation of the Republic of Estonia.

7.9. On not agreeing with the decision of the commission the parties have the right to turn to the local county court of the Trader.

## 8. PRIVACY POLICY

8.1. The controller of personal data is Tallinn Dolls OÜ | Estonia, Harjumaa, Tallinn, Koidu 122 / Planeedi 4, 10139 | +372 6313 288

8.2. The processing of personal data is subject to the legislation of Estonia and the European Union.

8.3. The controller collects the following personal information: name, gender, birthday, personal identification code, phone number, e-mail and purchase history. Baltika's services, incl. digital services, are not directed towards children under 13.

8.4. Among others, personal data is collected and processed for the following purposes: to make purchase analyses, to sell goods and provide services, to serve the client's loyalty program. The controller has the right to query, analyze, sort, and take samples of personal data in the database.

8.5. The controller does not disclose the information received by him to third parties.

8.6. By joining the client program, the client gives consent to the processing of his/her personal data. Personal data transmitted to the controller is protected and treated as confidential information, including information stored on the customer and his/her orders stored in the e-store order environment.

8.7. The data communication between the client and the banks and the card payment center is encrypted, which ensures the security of the customer's personal data and bank details. The data controller does not have access to client confidential bank

and payment card requisitions.

8.8. The data controller will implement all measures, including information technology and organizational measures, for the protection of the personal data collected. Access to data editing and processing is restricted to authorized persons.

8.9. Tallinn Dolls OÜ may authorize other legal entities (authorized processors) to process personal data, provided that an agreement has been entered with such a processor under which the processor is required to keep the personal data processed as confidential and to ensure the protection of personal data in accordance with the requirements provided by law. Such authorized processors are cash register software service providers, software development partners, logistics service providers and marketing service providers. The authorized processors are also companies belonging to the same consolidation group with Tallinn Dolls OÜ and their employees who process personal data for the performance of their duties.

8.10. The updated list of authorized processors will be made available to the client by Tallinn Dolls OÜ on the basis of a client's request submitted in writing to Tallinn Dolls OÜ | Estonia, Harjumaa, Tallinn, Koidu 122 / Planeedi 4, 10139 | +372 6313 288 or to the e-mail address [info@tallinndolls.com](mailto:info@tallinndolls.com), as well as on the website's privacy policy sub-page.

8.11. The customer has the right to get information and check his/her personal data, request access to the personal data, request corrections to the personal data, request limiting the personal data, request the deletion of personal data, request the transfer of personal data, rights relating to the automated processing of data, right to an evaluation by a supervisory authority. The customer also has a right to renege on his/her permission to process personal data. To get information and to check his/her personal data, the client should send a written application to [info@tallinndolls.com](mailto:info@tallinndolls.com)

8.12. The controller of personal data may send newsletters to the client, including satisfaction surveys and offers to the client's e-mail address or via SMS only if the client has given prior consent at the time of joining the client program or in the self-service environment.

8.13. The client can at any time cancel the offers and newsletters sent by logging in to the self-service environment at [info@tallinndolls.com](mailto:info@tallinndolls.com), by emailing it to [info@tallinndolls.com](mailto:info@tallinndolls.com) at or by following the instructions in the email.

8.14. The client can at any time check his/her personal information and partially modify it by logging in to the [info@tallinndolls.com](mailto:info@tallinndolls.com) self-service environment or by sending an email to [info@tallinndolls.com](mailto:info@tallinndolls.com). In order to delete personal information collected, the client shall submit a written request to [info@tallinndolls.com](mailto:info@tallinndolls.com). The data controller changes and/or deletes the client data after the client has been identified.

8.15. The deadline for maintaining client's personal data is five years from the last purchase.

8.16. In the event of personal data being processed for a new purpose, different from the purpose for which the data was initially collected, or if collection of the data is not based on the subject's consent, Tallinn Dolls OÜ will carefully consider the permissibility of such processing. In order to determine whether processing of personal data for a new purpose is compliant with the purpose for which the personal data was initially collected, Tallinn Dolls OÜ will, among other things, consider:

- (1) Connections between the purposes for which the personal data was collected and the purposes of the intended further processing;
- (2) The context of collection of the personal data, primarily the connection between the data subject and Tallinn Dolls OÜ;
- (3) The type of the personal data;
- (4) The potential consequences of the intended further processing for the data subjects;
- (5) Existence of relevant security measures.

8.17. Tallinn Dolls OÜ may make unilateral amendments to the terms and conditions of the privacy policy pursuant to the law. Any amendments will be communicated by Tallinn Dolls OÜ to the data subjects on the website of Tallinn Dolls OÜ or in another manner.

