

## TERMS & CONDITIONS

### USER AGREEMENT

Anne Ahau Online Art Store, Amsterdam, Netherlands, operates an e-commerce platform, provided by Woo Commerce, to sell artworks, art prints and related products, including those for promotional reasons, at [anneahau.nl](http://anneahau.nl)

Anne Ahau Online Art Gallery acts in its own name when it sells art, prints and other items with images that are made by or licensed to Anne Ahau Online Art Gallery, for printing.

Anne Ahau Online Art Gallery's website offers you content (texts, images, logos, photos and other products) and also tools and services, conditioned upon your acceptance of all terms, conditions, policies and notices stated in the present User Agreement. If you have any queries regarding present User Agreement, please email us at [annekittelmann@gmail.com](mailto:annekittelmann@gmail.com).

Anne Ahau Online Art Gallery reserves the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to its website. It is your responsibility to check this page periodically for changes.

These Terms and Conditions apply to all users of Anne Ahau Online Art Gallery's website. Anne Ahau Online Art Gallery can refuse service to anyone for any reason at any time.

If you do not agree to these Terms and Conditions then do not register or use Anne Ahau Online Art Gallery's website.

### DATA PROTECTION

1 The customer has been fully informed by Anne Ahau Online Art Gallery about the nature, scope, place and purpose of the collection, processing and use of the personal data required for fulfilling an order (see Privacy Policy). The customer expressly agrees to such collection, processing and use of personal data.

2 The provisions of the Privacy Policy, in addition to the present User Agreement, shall apply to all of our transactions.

### ACCURACY OF INFORMATION

1 Anne Ahau online art gallery seeks to ensure that all information on its website, including prices, is accurate. However, errors, discrepancies and changes in currencies exchange rates can occur. If we discover any errors in the price of products, we will notify you as soon as possible and give you the option to resubmit your order at the correct price or to cancel the order. If we are unsuccessful in contacting you, then we will consider the order cancelled and you will receive a full refund.

2 All prices include Tax (VAT) when and where applicable.

### USE OF THE WEBSITE

1 By accessing Anne Ahau Online Art Gallery's website or registering with it you will be deemed to have accepted this User Agreement regarding Terms and Conditions. If you do not accept these Terms and Conditions, you must immediately stop using this website.

2 By buying any products through Anne Ahau Online Art Gallery's website you accept These Terms and Conditions.

3 By placing an order for products through Anne Ahau Online Art Gallery's website as an individual, you warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.

4 By placing an order for products through the Site as a business entity, you warrant and represent that you have the authority to legally bind that entity.

5 You warrant that all data provided by you on the Site is honest, truthful and accurate.

6 These terms shall remain in effect after you cease to use Anne Ahau Online Art Gallery's Website and/or termination of the User Agreement.

7 We will not be liable or responsible for any delay or failure to perform our obligations under the User Agreement that is caused by events outside of our reasonable control.

#### LIABILITY & INDEMNITY

1 Although we will make reasonable endeavors to verify the accuracy of any information on the site we make no warranties, whether express or implied, in relation to its accuracy. Anne Ahau online art gallery website is provided on an 'as is' and 'as available' basis and we make no representation or warranty of any kind, expressed or implied, regarding the contents or continued availability of our website or that it will be timely or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information on our website.

2 We have made every effort to display as accurately as possible the colors and images of our products. We cannot guarantee that your computer monitor's display of any color will be entirely accurate.

3 We do not warrant either that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

4 Anne Ahau online art gallery does not accept any liability for minor deviations of the delivered article. In case of works of art (paintings, prints or other products related to artworks) as well as other printed products, minor deviations from the samples as regards colors, format and quality of the paper, canvas or surface cannot fully be avoided for manufacturing and typographic reasons. Such deviations do not justify a notice of defects.

5 In case of wrong deliveries and obvious defects, the customer has to give notice to Anne Ahau online art gallery of these errors or defects within two days of delivery of the articles.

6 You agree fully to indemnify, defend and hold us and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms and conditions by you or any

other liabilities arising out of your use of this website, or the use by any other person accessing the website using your account or personal information.

7 We will not be liable, in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms and Conditions for any economic or fiscal losses; or loss of goodwill or reputation; or special or indirect losses suffered or incurred by any party arising out of or in connection with the provisions of any matter under these Terms and Conditions.

## INTELLECTUAL PROPERTY

1 Anne Ahau online art gallery reserves copyright and intellectual property rights for its entire website content, excluding Woo Commerce. ecommerce platform and theme design. All of Artist Anne Ahau's artwork is copyrighted and protected by law. Do not reproduce, copy, create "derivative works" (artworks based off of the artists' original work), tattoo or display her artwork without the artists' permission. Selling artwork derived from Anne Ahau' original artwork for profit without giving the artist Anne Ahau credit and compensation is prohibited. In addition, after purchasing any of the artists' artworks, the buyer do not own the copyrights for the artwork. Anne Ahau still has copyright, even after the artwork has been sold. This means even after an artwork is purchased, the buyer does not have the right to copy, stencil, print, tattoo, or reproduce the artwork in any way, and/or reproduce and sell for profit without the original artist granting permission first.

2 Personal permission is granted to refer on social media to Anne Ahau online art gallery's products, including original artworks and art prints and other items related to them for the sole purpose of facilitating the purchase of those products from Anne Ahau online art gallery's website.

3 Any other use of content from Anne Ahau online art gallery's website, including reproduction for purposes other than those noted above, modification, distribution, or republication for commercial use or otherwise without the prior written permission of Anne Ahau online art gallery, is strictly prohibited.

4 All information about the authorship, technique or signature of the work of art shall be deemed to be part of the specification agreed with the customer, as long as this information is given in good faith and to the best knowledge of Anne Ahau online art gallery at the time of the sale. Specifications other than authorship, technique or signature of the work of art are not contractually agreed upon.

## LINKS

1 You may link to our home page, provided that in each case you do so in a way that is fair and legal and does not damage our reputation or take advantage of it and provided also that any website or location to which you link complies in all respects with the User Agreement. Links to or from any other parts of Anne Ahau online art gallery's website are not permitted without our prior written consent.

2 You must not:

- (a) establish a link in such a way as to suggest any form of association, approval or endorsement on the part of us without our prior written approval;
- (b) establish a link from any website or location that is not owned by you (or operated by a

third party on your behalf) unless we have given our prior written consent; or  
(c) take any action, or allow any third party to take any action on your behalf, that would cause the appearance or presentation of Anne Ahau online art gallery's website or the Services as seen by Users linking to Anne Ahau online art gallery's website to be different from that seen by Users who access our website by hand-entering the applicable URL into a generally commercially available non-customised browser. Without limitation to the foregoing, you must not frame any part of the Services on any other website.

3 If you wish to make any use of content on Anne Ahau online art gallery's website or if you wish to establish links other than as set out above, please address your request to [annekittelman@gmail.com](mailto:annekittelman@gmail.com).

4 We reserve the right to withdraw linking permission without notice at our sole discretion.

5 Where Anne Ahau online art gallery's website contains links to other sites and resources provided by third parties, these links are provided for your information and click-through transactions. We do not monitor those other sites or any of the resources provided by third parties and further we have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

6 You should also be aware that the User Agreement does not govern your use of those other sites or resources and you should review the applicable terms and policies, including privacy and data-gathering practices, of any third party sites to which you navigate from Anne Ahau online art gallery's website or relating to any resources or applications you use or install from third party sites.

7 These terms shall remain in effect after you cease to use Anne Ahau online art gallery and/or after termination of the User Agreement.

#### USER FEEDBACK

1 If, at our request or without it, you send us comments or feedback, you agree that we may use it at any time, in any form and without any restriction.

#### GOVERNING LAW

1 The User Agreement and any dispute or claim arising out of or in connection with them or their subject matter of formation (including non-contractual disputes or claims) shall be governed, construed and enforced in accordance with the laws of the Netherlands. You and Anne Ahau online art gallery agree to submit to the jurisdiction of the Dutch Courts.

2 We make no guarantees or promises that the materials on Anne Ahau online art gallery's website are appropriate for use in locations outside of The Netherlands. If you choose to access this site from locations outside of the The Netherlands, you do so on your own initiative and are responsible for compliance with any local legislation.

## CONCERNS, COMPLAINTS & NOTICES

1 If you have any concerns about Content that appears on the Anne Ahau Online Art Gallery's website, or complaints about or relating to the website, the Services, or the products, please contact [anneahau@gmail.com](mailto:anneahau@gmail.com).

2 When using Anne Ahau online art gallery's website you accept that any communications with us will be mainly electronic and you agree that such electronic communications will satisfy any legal requirement that such communications be in writing.

## ENTIRE AGREEMENT

1 These Terms, along with any additional rules or conditions referred to herein, constitute the entire agreement and understanding between you and Anne Ahau online art gallery as to your use of the Anne Ahau online art gallery 's website, superseding all prior or contemporaneous communications and/or proposals. These Terms are severable, and in the event any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

## CONTACT

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