Privacy Policy

- ART AFFINITY 6 strongly believes in the security of your privacy. This principle guides everything that we strive to achieve.
- Your information is completely private and confidential with ART AFFINITY 6
- Any information you provide as a registered user is never shared with any individual or third party unless you explicitly inform us to do so.
- The information you provide to ART AFFINITY 6 is only used by us to serve your needs better and make your experience at our web site more satisfying.

Disclaimer

DISCLAIMER & TERMS AND CONDITIONS OF USE

These terms and conditions of use shall govern your use of the site www.artaffinity6.com, and all other URLs forming part thereof (hereinafter referred to as "the Sites"). The Site is owned and managed by ART AFFINITY 6, having its registered office at R. S. NO. 76/11, UNIT NO. 11, SHRI ANANT PARADISE, NEAR MOREWADI LAST BUS STOP, KOLHAPUR – 416013, MH, INDIA. All content and software is protected by copyright. (Hereinafter referred to as "us or we" in the first person and "ART AFFINITY 6 or www.artaffinity6.com " wherever the context requires). These terms and conditions of use form the entirety of any express or implied contract that may or may be deemed to exist between us and you, the users of the Site.

MODIFICATION OF THESE TERMS OF USE

ART AFFINITY 6 reserves the right to change the terms, conditions, and notices under which the Sites are offered, including but not limited to the charges, if any, associated with the use of the Sites. You are responsible for regularly reviewing these terms and conditions.

PERSONAL AND NON-COMMERCIAL USE LIMITATION

You shall use the Sites in good faith and for the essential purposes for which the Sites are intended. Unless otherwise specified, the Sites are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Sites.

LINKS TO THIRD PARTY SITES

The Sites may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of ART AFFINITY 6 and ART AFFINITY 6 is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ART AFFINITY 6 is not responsible for webcasting or any other form of transmission received from any Linked Site. ART AFFINITY 6 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ART AFFINITY 6 of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Sites, you warrant to ART AFFINITY 6 that you will not use the Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Sites in any manner which could damage, disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

MATERIALS PROVIDED TO ART AFFINITY 6 OR POSTED ON THE SITES

ART AFFINITY 6 does not claim ownership of the materials you provide to ART AFFINITY 6 (including registration data, feedback and suggestions) or post, upload, input or submit to any of the Sites or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting ART AFFINITY 6 and its affiliated companies permission to use your Submission in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

ART AFFINITY 6 agrees that it shall not use or sell user identifiable data contained in the Submissions. However, ART AFFINITY 6 has the sole and exclusive right to use, transfer or otherwise deal with compiled user aggregated data in any manner that ART AFFINITY 6 deems fit.

SOFTWARE AVAILABLE ON THE SITES

Software (if any) that is made available to download from the Sites, excluding software that may be made available by end-users through a Communication

Service, ("Software") is the copyrighted work of ART AFFINITY 6 and/or its suppliers. ART AFFINITY 6 hereby grants to you, the user, a personal, non-transferable license to use the Software for viewing and otherwise using the particular Site in accordance with these Terms of Use, and for no other purpose. WITHOUT INTIMATION, replication OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR redeployment IS explicitly PROHIBITED.

LIABILITY DISCLAIMER

The information, software, products, and services included in or available through the sites may include inaccuracies or typographical errors. Changes are periodically added to the information herein. ART AFFINITY 6 and/or its respective suppliers may make developments and/or changes in the sites at any time. Advice received via the sites should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice bespoke to your situation.

ART AFFINITY 6 and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the sites for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. ART AFFINITY 6 and/or its respective suppliers hereby disown all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, suitability for a particular purpose, title and non-violation.

IN NO EVENT SHALL ART AFFINITY 6 AND/OR ITS SUPPLIERS BE LIABLE INDIRECT, PUNITIVE, DIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION. DAMAGES FOR LOSS OF USE. DATA OR PROFITS. ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITES, WITH THE DELAY OR INABILITY TO USE THE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ART AFFINITY 6 OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

TERMINATION/ACCESS RESTRICTION

ART AFFINITY 6 reserves the right, in its sole discretion, to terminate your access to any or all Sites and the related services or any portion thereof at any time, without notice.

GENERAL

These Terms and Conditions of Use are governed by the laws of India. You hereby consent to the exclusive jurisdiction and venue of courts in Kolhapur, India in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and ART AFFINITY 6 as a result of this agreement or use of the Sites. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ART AFFINITY 6 with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ART AFFINITY 6 with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of the Sites are copyright protected in favour of ART AFFINITY 6 and/or its suppliers. All trademarks, names, brandnames, etc. used on the Sites are trademarks of ART AFFINITY 6. Any rights not expressly granted herein are reserved.

Terms and Conditions

1. The price of the artwork quoted on request does not include duties, taxes, shipping and handling, which will be charged as applicable and would depend on the physical location of the artwork as well as the shipping address provided by the buyer. The information provided during registration or amended at the time of finalizing a purchase shall be the final billing address and shipping address for delivery of the artworks.

- 2. All artworks made available for sale on the Website will be sold at the price requested by the buyer and no discounts will be granted to the buyer.
- 3. The buyer agrees that the buyer is liable for any duties and taxes that might be applicable on the purchase as per clause 1 above and such charges shall be payable in addition to the price of the artwork
- 4. Placing an order with www.artaffinity6.com offline constitutes an irrevocable acceptance of the purchase. Unless withdrawn/cancelled by ART AFFINITY 6 on account of unavailability of the artwork or default or any prior or continuing violation by the buyer, such acceptance results in an enforceable contact of sale.
- 5. ART AFFINITY 6 reserves the right to cancel the order without prior notice to the buyer.
- 6. The artworks will be delivered/shipped to the Buyer once all necessary documentation, relating to transportation, tax, etc. as may be reasonably requested for by ART AFFINITY 6 are completed
- 7. In the event that the buyer chooses to himself collect the artworks from ART AFFINITY 6 he must do so within two weeks of ART AFFINITY 6 receiving the payment. In the event that the artworks are not so collected within a period of two weeks, storage and insurance costs will be applicable on the purchase and will be determined at the complete discretion of ART AFFINITY 6.
- 8. You agree to abide by all provisions prescribed in these terms and conditions. In particular, you warrant that all information that you submit will be true and accurate and you agree to pay all costs, charges plus all applicable taxes for the payment through online transfer, RTGS/NEFT, or by cheque for purchases made by you.
- 9. All artwork displayed on the Website is supported by an authenticity guarantee from the Seller. Based on this, ART AFFINITY 6 will issue a specific authenticity guarantee for every artwork sold on the Website.
- 10. ART AFFINITY 6 is not obligated to provide any physical preview of the artwork either before or after the sale. ART AFFINITY 6 is in no way liable for the condition of the artwork.
- 11. The buyer warrants that all the information furnished at the time of registration is true and correct and any change in the information provided will be updated and intimated to ART AFFINITY 6 immediately. ART AFFINITY 6 is entitled to act on the basis of the information provided and seek such further information, clarifications or verifications as it may deem necessary for granting registration. Such registration may be suspended or cancelled where ART AFFINITY 6 forms a reasonable view that any of the above information may be inaccurate.

- 12. Please refer to the Disclaimer and the terms of our Privacy Policy, which together with these terms and conditions govern your use of the website.
- 13. ART AFFINITY 6 is not liable for any charges that may be levied at the destination whether in India or overseas.
- 14. All sales are against 100% payment in advance, for artworks from art gallery. Customized works being designed for a client follow steps such as quotation, work order, design, clay work, moulding, casting, colouring, transportation, installation etc. in their order of occurrence. To resume the artwork process 60% of total amount finalized on work order must be paid along with work order, 30% on approval of clay work / second stage, and remaining 10% at the time of installation of artwork at site or before delivery through any feasible transportation mode. Tenure of creation and delivery customized/commissioned work varies on constraints such as size. volume, medium and actual location of client or installation of artwork.
- 15. The canvas paintings that are unframed & un-mounted will be shipped in a rolled format and in protective cylinders. For small paintings which are on paper and mounted we will put an acrylic sheet instead of glass. Utmost care will be taken while packing but we cannot endow with any guarantee.
- 16. If the product is damaged when it reaches you (please note that ART AFFINITY 6 does not insure frames if the painting is in the framed form). If you have received a damaged product, exceptions should be noted immediately on the Airway Bill copy to be retained by the courier shipping company and by yourself. Please also make appropriate remarks on the delivery sheet of the concerned courier company personnel making the delivery and inform ART AFFINITY 6 immediately by sending us email at artaffinity624@gmail.com.
- 17. The dispatch will be done within 15 days of confirmed receipt of the full value of the shipment. Orders where payment is by cheque / demand draft will be shipped only after clearance of the same.
- 18. We take great care to reproduce the colours of the original paintings as depicted on the website; there may be variations in shade and colour. No complaints in this regard would be entertained.
- 19. All works are original works of art other than the ones that have been clearly marked as reproductions, or prints are original works of art and have been certified so by the artist and are so certified by ART AFFINITY 6 in good faith. However in case it coming to light that a certain work of art is a copy of another existing work, ART AFFINITY 6 disclaims any liability for the same.
- 20. FOR ALL OFFLINE ORDERS: Please note that you should make payments ONLY to details mentioned in invoice electronically generated and mailed to you. Please be aware of fraudulent emails / phone calls. Kindly read the terms and conditions. Once an order is

placed and confirmed by us; the buyer is required to make payment for the price of the artwork and other additional charges (shipping / handling / taxes) within 7 working days from the date of confirmation of the order. In the event that ART AFFINITY 6 does not receive payment within 7 working days ART AFFINITY 6 reserves the right to cancel the order without prior notice to the buyer.

- 21. The foreign currency exchange rate for the artworks is made as per prevailing exchange rate and the price of the artwork has been indicated accordingly for the ease of reference and may not necessarily reflect the exact exchange rate used for the final invoice. Invoicing for international sales will be made in USD.
 - 22. Disputes, if any, would be subject to Kolhapur jurisdiction only.