# Welcome to ivana-art-in.com

These terms and conditions outline the rules and regulations for the use of Ivana Nechalova's Website, located at https://www.ivana-art-in.com. By accessing this website you are assumed you accept these terms and conditions.

# Cookies

By accessing www.ivana-art-in.com, you agreed to use cookies in agreement with Privacy Policy. Cookies are used by website to enable the functionality of certain areas to make it easier for people visiting website.

# Author and owner of website:

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#### Payment:

Only bank transactions are accepted. Bank account mentioned above.

# Shipping:

FREE shipping within Europe.

Please contact me about delivery costs to country out of Europe before order.

I ship out all orders 1-5 days after I receive payment. There is no shipping during the weekends, bank holidays or holidays.

Estimated delivery between 4-18 business days.

Personalized art/Commissions is relating individual delivery terms.

Most larger paintings arrive UNSTRETCHED, rolled in a heavy cardboard tube.

I partner with a world-renowned courier to ship artworks or products to collectors all over the globe. Each piece is thoroughly packaged and fully insured.

# **Refunds and Exchanges:**

If you are not happy with your product for any reason, you can return it for full refund.

- \* Item must be returned within: 14 days
- \* Item must be unused and in the same condition that you received it.
- \* Refund will be given via bank transaction after receiving returned item.
- \* Return shipping will be paid by Buyer
- \* Any returning shipping costs for example: Customs, VAT, additional Fees or Custom Fines that occur during returning process will be paid by buyer.

The following items can't be returned or exchanged:

- \* Commissions
- \* Items purchased with a discount

Items that were lost or damaged during the return process will be not refunded.

# **Additional Policies:**

Buyers are responsible for any customs and import taxes that may apply. I'm not responsible for delays due to customs.

Please note that taxes are not included in my prices. You may be charged VAT/local taxes when collecting your item. Apologies for any confusion.

I'm not a VAT payer.

# Copyright:

Contents and compilations published on these website by the provider are subject to Slovak copyright laws. Reproduction, editing, distribution as well as the use of any kind outside the scope of the copyright law require a written permission of the author or originator.

The commercial use of our contents without permission of the originator is prohibited. Copyright laws of third parties are respected as long as the contents on this website do not originate from the provider. Contributions of third parties on this site are indicated as such. However, if you notice any violations of copyright law, please inform us. Such contents will be removed immediately.

# **Privacy Policy:**

This Privacy Policy describes how and when I collect, use, and share information when you purchase an item from me, contact me, or otherwise use my services through ivana-art-in.com or its related sites and services.

This Privacy Policy does not apply to the practices of third parties that I do not own or control. Information I Collect

To fulfil your order, you must provide me with certain information, such as your name, email address, postal address, payment information, and the details of the product that you're ordering. You may also choose to provide us with additional personal information, if you contact me directly. Why I Need Your Information and How I Use It

I rely on a number of legal bases to collect, use, and share your information, including:

• as needed to provide my services, such as when I 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 my mailing list;

• 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 my services. I use your information to provide the services you requested and in my legitimate interest to improve my services.

### Terms of Use

Information Sharing and Disclosure

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

• Service providers. I engage certain trusted third parties to perform functions and provide services to my shop, such as delivery companies. I will share your personal information with these third parties, but only to the extent necessary to perform these services.

• Business transfers. If I sell or merge my business, I may disclose your information as part of that transaction, only to the extent permitted by law.

• Compliance with laws. I may collect, use, retain, and share your information if I 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 my customers, or others.

### Data Retention

I retain your personal information only for as long as necessary to provide you with my services and as described in my Privacy Policy. However, I may also be required to retain this information to comply with my legal and regulatory obligations, to resolve disputes, and to enforce my agreements. I generally keep your data for the following this period: 7 years.

Transfers of Personal Information Outside the EU

I may store and process your information through third-party hosting services in the US and other jurisdictions. As a result, I may transfer your personal information to a jurisdiction with different data protection and government surveillance laws than your jurisdiction. If I'm deemed to transfer information about you outside of the EU, we rely on Privacy Shield as the legal basis for the transfer, as Google Cloud is Privacy Shield certified.

#### 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. I describe these rights below:

• Access. You may have the right to access and receive a copy of the personal information I hold about you by contacting me using the contact information below.

• Change, restrict, delete. You may also have rights to change, restrict my use of, or delete your personal information. Absent exceptional circumstances (like where I am required to store data for legal reasons) I will generally delete your personal information upon request.

• Object. You can object to (i) my processing of sous of your information based on my legitimate interests and (ii) receiving marketing messages from me after providing your express consent to receive them. In such cases, I 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 my 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 Me:

If you have any questions you may contact me here, via e-mail iva.nechalova@gmail.com