

TERMS & CONDITIONS

1 Agreement to Terms

1.a These Terms and Conditions constitute an agreement made between you and Kinga Kruk (sole trader), (we, us), concerning your access to and use of the Kinga Kruk website (<http://www.kingakruk.com>) as well as any related applications (the Site).

1.b We reserve the right to change these conditions from time to time; your continued use of the website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check to determine whether the conditions have been changed.

1.c You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

1.d We reserve the right to modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without notice to you; you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website.

1.e The Site provides the following: Online portfolio to show artwork and purchase of original art and prints from us.

You agree that by accessing the Site, you have read, understood, and agree to be bound by these Terms and Conditions.

2 Content

2.a Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

2.b The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

2.c There may be opportunities for you to post content to the Site or send feedback to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

2.d Every care has been taken to show the artwork as accurately as possible with regard to size and colour. The image you see may be different due to slight variation between browsers, devices and screen settings. Any variation between the image represented and the actual artwork is not deemed a fault and such inconsistencies will not be a valid reason for return.

3 Acceptable Use

3.a *All copyright is retained by the artist, Kinga Kruk.* Images must not be resold or reproduced without the artist's written permission.

3.b No part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

4 Links to third party content

4.a We accept no responsibility for adverts or links contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk.

4.b The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party websites or applications or the third party operator. We are not responsible for any third party websites or applications or their availability or content.

4.c The Site may contain affiliate links which will grant us a commission if you purchase from those sites.

5 Security of Data

5.a We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure. We use a secure external payment process. In the absence of negligence on our part we cannot be held liable for

any loss you may suffer if a third party procures unauthorised access to any data you provide when ordering from the website.

Additional policies which also apply to your use of the Site include:

Our Privacy Notice which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

6 Sales

6.a Artwork listed may be withdrawn from sale at any point by the artist for reasons such as, but not limited to, sale elsewhere or withheld for exhibition display.

6.b If you purchase physical goods from the Site, our terms and conditions of supply will apply to the sales.

7 Site Management

7.a We do not guarantee that the Site will be secure or free from bugs or viruses.

7.b You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.