

Terms & Conditions

Eleonora Pulcini Fine Art Pty Ltd (ACN 648 284 020)

General

1. Use of this website and any services connected with the website are subject to these Terms and Conditions ("Terms") and the Privacy Policy (attached). If you do not agree with the Terms or the Privacy Policy, you may not use this website and any services connected with it.
2. In these Terms "we", "us" and "our" is a reference to Eleonora Pulcini Fine Art Pty Ltd (ACN 648 284 020).
3. We reserve the right to update or amend these Terms from time to time without notice to you. By using this site and any services connected with it you agree to the terms as updated or amended.
4. Information on this website is by way of general information about the services offered by us. We reserve the right to refuse service to anyone for any reason at any time.
5. We comply with the Australian Consumer Law.

Use of website

1. You must not do any act which is deemed, in our absolute discretion, unlawful or which is prohibited by any laws including:
 1. Any act which would constitute a breach of the Privacy Policy.
 2. Misuse of our intellectual property.
 3. Defaming or labelling us, our employees or other individuals.
 4. Uploading files which contain viruses that may cause damage to us; and
 5. Posting or transmitting to this website any non-authorised material including material that is, in our opinion, likely to cause annoyance or which is defamatory, racist, obscene, threatening, pornographic or which is otherwise detrimental to or in violation of our systems or network security.

Intellectual Property and use of website

1. The copyright for the content on this website is owned or licensed by Eleonora Pulcini Fine Art Pty Ltd and is protected under the Copyright Act 1968 (Cth) and by other copyright laws in both Australia and other countries. All works, images and material are protected by the relevant laws and are the property of the artist. No material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of Eleonora Pulcini Fine Art Pty Ltd.
2. All custom graphics, icons, and other items that appear on the website and all associated trademarks are trademarks of Eleonora Pulcini Fine art Pty Ltd
3. You must not:
 1. link to our website without prior permission.

2. use the site for any unlawful purpose or in a way which infringes the rights of another person or restricts or inhibits another user's use and enjoyment of the site.
 3. use the site in a way that interrupts, damages, impairs or renders the service less efficient.
 4. use data mining, scraping or extraction tools on the website.
 5. metatag or mirror our site.
 6. authorise encourage or assist any other person to copy, modify, reverse engineer, decompile, disassemble, alter or interfere with any software (including source code), databases and other technology provided through the site.
 7. misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful.
4. We will not be responsible for any loss or damage cause by reason of viruses introduced to our site and/or by reason of hacking of our site.

Disclaimers, limitations and exclusions

1. By using this website, you expressly agree that the site is provided on an “as is” and “as available” basis.
2. Information appearing on this website or in respect of any products is provided by us as general information and is not in the nature of advice.
3. Your use of information on the website and any products is entirely at your own risk and we shall not be liable for any loss or damage allegedly suffered as a result of using the website.
4. We provide no guarantees, conditions or warranties as to the accuracy of any content appearing on, or accessible through, the website. Further, any content appearing on the site is not in the nature of professional advice and should not be relied upon.
5. We make no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. To the full extent permissible by applicable law we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
6. We make no representation or warranty that any product or service you may choose through this website will meet your needs.
7. Although we take care to ensure that any information/material you provide to us is safe, we do not warrant the security of such information.
8. We accept no liability for any damage to your computer system arising from use of this site and any services connected with it.
9. We may provide advertising or links to other websites. You agree that:
 1. we are not responsible for the content of third parties whether appearing on this site or accessible through this site.
 2. we are not a party to any transactions entered into between you and any third parties as a result of using this site.
 3. you will not involve us in any dispute you may have with third parties whom you may encounter using this site.
 4. we are not liable to you in respect of any loss or damage which you may suffer by engaging with third parties using this site.
10. If you are a consumer within the meaning of the *Competition and Consumer Act 2010* (Cmth), we limit all direct and indirect liability, including consequential loss, to the

Consumer Guarantees as defined in the *Competition and Consumer Act 2010* (Australia). Where a Consumer Guarantee has been breached, we limit our liability to the repayment of any moneys paid by you, the supply of the service again or the cost of providing the service again.

Indemnity

1. By using our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of the website.

Entire Agreement

1. These Terms together with the Privacy Policy constitute the entire agreement between us.

Severability

1. If any part of these terms is disallowed or found to be ineffective, the other provisions will continue to apply.

Waiver

1. Any failure by us to exercise or enforce any right or provision under these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged in writing by us.

Notices

1. Any notice, pursuant to or arising from these terms, which you intend to provide us must be delivered to the following address:

Eleonora Pulcini Fine Art Pty Ltd

E: eleonora@eleonorapulcinifineart.com

1. Any notice, pursuant to or arising from these terms, provided by us to you will be delivered to your last known physical address or last known email address.

Privacy Policy

Eleonora Pulcini Fine Art Pty Ltd (ACN 648 284 020)

What is this Privacy Policy?

1. Eleonora Pulcini Fine Art Pty Ltd (ACN 648 284 020) (“we”, “us” and “our”) respects your personal information and is committed to protecting your privacy.
2. This Privacy Policy explains how we handle personal information we collect from you when you buy a product from us (“**Transaction**”) or otherwise use our website.
3. We may modify or amend this Privacy Policy as per our business requirements or if the law changes. We will display a notice on our website indicating when any such revisions have been made.
4. Unless you notify us otherwise, we will assume that you have consented to the collection of all information which is provided to us by you in connection with the Website in accordance with this Privacy Policy.

What is personal information?

1. Personal information is information or an opinion about an individual, or an individual who is reasonably identifiable, whether true or not and whether recorded in material form or not.
2. We may collect different kinds of personal information from you in a variety of ways.

What personal information do we collect?

1. Your use of information and services available through our website will affect the type of information that we collect about you.
2. We may collect personal information from you when you:
 1. make a transaction.
 2. use our website; or
 3. contact us by any method, such as telephone, email, post, facsimile or in person.
3. When you make a Transaction, we will collect the personal information you provide to us during the ordering process or during a Transaction. Such personal information may include details such as your full name, date of birth, phone number, email address, credit card number, expiry date, bank details and street and billing address.
4. When you access and use our website we may record and log for statistical purposes certain information about such access and use, including your IP address, the date and time of your visit, the parts of our website you access during your visit, your actions on our website, and the browser you are using. Where you make a Transaction, this information may be associated with you.
5. As well as collecting information directly from you, there may be occasions when we collect information about you from a third party. For example, we may collect information from a third party where they purchase products on your behalf.

Anonymity

1. You may use our website without registering, in which case we will not be able to personally identify you unless you choose to make a transaction, or you otherwise provide us with your identity. You cannot, however, make a Transaction anonymously or using a pseudonym.

Cookies

1. If you use our website, some of the personal information referred to in clause 3 of this policy may be collected using cookies. Most browsers are set by default to accept cookies. However, if you do not wish to receive any cookies you may set your browser to either prompt you whether you wish to accept cookies on a particular site, or by default reject cookies.
2. Please note that rejecting cookies may mean that some or all the functions on our website will not be available to you. Cookies must be enabled to access and use any part of our website for placing orders.

How is your personal information used?

1. The personal information that we collect is generally used to provide products or services to you, to track your usage, to evaluate performance of our website and to keep track of your shopping cart and your account settings. Information collected by us may also be used for the following purposes:
 1. to provide you with information in relation to the products and services we provide.
 2. to send email notifications to you for special promotions or offers conducted by us.
 3. to conduct marketing activities and to conduct market research.
 4. to respond to your questions or suggestions.
 5. to improve the quality of our products or services.
 6. to respond to any issues concerning the usage of or in relation to any issues on the Website; and
 7. to improve the quality of your visit to our website.
2. We may contact you via telephone, email, SMS or post to affect the above.
3. You may opt out of receiving such information by notifying us accordingly, or using any unsubscribe facility we provide for that purpose.

Disclosure of your personal information

1. We may disclose your personal information to any of our employees, officers, insurers, professional advisors, agents, suppliers or subcontractors insofar as it is reasonably necessary for the purposes set out in this Privacy Policy and/or the delivery of our goods and services.
2. We will not otherwise disclose your personal information to any third party unless:
 1. that third party is the seller of a product you have purchased in any transaction.
 2. that third party is a group company of ours, in which case that group company will only use and disclose your personal information in accordance with this Privacy Policy as if a reference in this Privacy Policy to us included a reference to that group company.
 3. that third party is a contractor engaged to provide the delivery of goods or services to us or you (including goods or services that assist us in providing our website). This may include disclosure to contractors outside of Australia. Our agreements with such contractors require that they keep your personal

- information confidential, and that they only use or disclose your personal information for the purposes of providing those goods or services to us; or
4. you have consented for us to share the information for this purpose, or the disclosure is authorised by the *Privacy Act 1988 (Cth)* (“**Privacy Act**”) including:
 5. to lessen or prevent a serious threat to life or health.
 6. to protect the personal safety of users of our website or the public.
 7. if authorised, requested or required by law (including any Court Orders, Subpoenas or Warrants);
 8. if we have reason to suspect that unlawful activity has been, is being or may be engaged in.
 9. to enforce the law or where necessary to investigate a suspected unlawful activity; or
 10. you would reasonably expect, or we have told you that your personal information is usually used or disclosed to third parties in this way.
 11. By providing us with personal information you consent to the terms of this Policy and the types of disclosure covered by this Policy.

Security

1. The security of your personal information is important to us. We take reasonable steps to prevent your information from misuse, interference or loss, and from unauthorised access, modification or disclosure. This includes the use of technologies and processes such as access control procedures, network firewalls, encryption and physical security to protect the privacy of your personal information.
2. The steps taken to protect personal information when you make a Transaction include, notwithstanding this is performed through any third-party provider of the Website to our knowledge includes:
 1. using a secure server system that encrypts your order information.
 2. password protecting your order information on our systems; and
 3. protecting and/or deleting your payment method data from the secure server once an order is processed (subject to the third-party Website providers policies).
3. While we take care to maintain the confidence and security of personal information, we cannot guarantee the security of information that you disclose online. Any information disclosed by you is at your own risk.
4. You can help maintain security by keeping your password safe and not making it available to other people.
5. If you become aware of a security breach, you should notify us as soon as possible.

Electronic Communications

1. When you visit eleonorapulcinifineart.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications

that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Membership Account

1. If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. eleonorapulcinifineart.com and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Risk of Loss

All items purchased from eleonorapulcinifineart.com are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Amendment of this policy

1. This policy may be amended or update from time to time without notice to you.

Queries, complaints and further information

1. If you have any queries or complaints with regard our collection, use or management of your personal information, please contact:

Eleonora Pulcini Fine Art Pty Ltd

E: eleonora@eleonorapulcinifineart.com

1. If you wish to make a complaint about an alleged breach of the Privacy Act, we ask that you send us your complaint in writing to the email address listed above. We endeavour to respond to complaints within a reasonable period (usually 21 days). If you are not satisfied with our response, we ask you to provide us your reasons why in writing and failing any resolution after such action, you may make a complaint to the Office of the Australian Information Commissioner by phoning 1300 363 992 or by email at enquiries@oaic.gov.au.

Buyers Terms

Price and Payment

1. The Price of the Artwork, which includes any applicable GST, is as displayed in AUD on the Website at the time of purchase.
2. The Price includes standard delivery within Australia. The Artist will provide carrier details in your despatch email.
3. You must pay us the full price of your order before the Artwork(s) will be delivered. You agree to pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

4. Additional Artwork or services will be subject to additional charges.
5. An additional charge will be made for anything other than standard delivery, according to the address, size and weight of the Artwork.
6. Payment is made to us in accordance with the order process on the website which outlines the current methods of payment which the website accepts. Use of any payment card or method means that you are confirming that all the information contained within the order is true and accurate and that you are authorised to use the payment method. Occasionally, users may be asked to provide additional information, such as clarification of personal details (for example your address), particularly to enable us to complete an order.
7. Once you have placed an order you are responsible for payment and, if you do not pay or there are any problems with your chosen method of payment, you remain responsible for payment.
8. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about you.

Shipping

1. Eleonora Pulcini Fine Art Pty Ltd uses custom- made art crates of high quality to professionally package all artwork. Eleonora Pulcini Fine Art Pty Ltd employs the services of professional art shippers to handle the shipment of artwork. All shipments are insured by a transit insurance company making them easy to track and providing added peace of mind. Our shipping services are worldwide. Shipping times vary dependent on location.
2. In the event of damage to the artwork and/or packaging during transit, we will provide a full refund to the customer, which will be covered by the insurance. Options stated below in returns policy.
3. We require all artworks to be signed for upon delivery unless the customer has specially requested to leave the package in a secure location without signature.
4. Items that are in stock will be dispatched within 7 business days.

Returns & Exchanges

1. Eleonora Pulcini Fine Art Pty Ltd puts in significant effort to minimize the need for return and exchanges. We have a company policy of no returns or exchanges unless there has been damage in transit. We can offer private viewing of the works in person and via video. You can contact Eleonora Pulcini Fine Art Pty Ltd at eleonora@eleonorapulcinifineart.com
2. In case of artwork damage, customers can receive a full refund after the insurance claim process has been finalised. The damaged artwork should be returned to Eleonora Pulcini within 7 days of delivery, unless it has been lost or destroyed during transit. The cost of the freight back will be paid for by Eleonora Pulcini Fine Art Pty Ltd and must be repackaged in the same way it has been sent.
3. Should the customer prefer not to receive a refund, they have the option to receive a replacement artwork for prints only at no additional cost or a credit voucher for the full monetary value of the damaged purchase.

For any queries on the above terms please contact:

Eleonora Pulcini Fine Art Pty Ltd

E: eleonora@eleonorapulcinifineart.com