

Website terms and conditions

Last updated 26/04/22

1. Website

- Use of this website amylouseart.net, by your person, business, and any services contained constitutes to acceptance of the terms and conditions set out in this policy.

2. Customer use

- This website is intended for the use of adults defined as aged 18 and over who have the capacity to enter binding contracts.
- You must ensure all the details and information you provide to us is accurate and up to date before proceeding with payments.

3. Account holders

- When you register with us you will need to create a personal account complete with personal details and a username and password. It is your responsibility to ensure all information is accurate and up to date. You must not create usernames with offensive language or copyrighted material.
- You must ensure usernames and passwords are stored safely and securely and are never shared with anyone else.
- If you become aware or are concerned that your account may be compromised (i.e., by a third party) you must contact us immediately.

4. Subscription plans

- Every effort is made to display accurate and up to date pricing on our website. If an error has been

made, we reserve the right to cancel subscription plans, issue refunds for over payments, or arrange payment of outstanding balance.

- We reserve the right to change tiers or subscription plans and will notify all members prior to making changes.
- Sales tax may be applied to services.
- You will gain access to members only sections on the website once you join a subscription plan.
- You will be charged upfront for a subscription, and then automatically every month.
- You must manually cancel your subscription plan in order to cancel payments.
- There's no lock in contracts and you can cancel anytime.
- If we cannot automatically renew your subscription, we may suspend your account and notify you by email to update your details.

5. Product pricing

- Every effort is made to ensure accurate pricing on products. If a pricing error has been made, we reserve the right to cancel payment, issue refunds for over payments, and arrange payment of outstanding balance.
- Sales tax may be applied to products.

6. Orders

- When you place an order, you will automatically receive a confirmation email that we have received your order.
- We will send updates on your order including when it has been dispatched to you.

- You may be required to pay an upfront security deposit on some orders to reserve your place on our client list.
- We reserve the right to cancel or refuse orders that contain copyrighted material or other harmful content.
- We reserve the right to cancel or refuse orders if payment cannot be obtained from the buyer.
- We reserve the right to cancel or refuse orders if a transaction contains incomplete details or unverified details where fraud may be suspected.

7. Returns policy

- We have created a comprehensive returns policy that is available to download on the footer of the website, or in shop listings. For more information, please download the separate returns policy.
- You can also read our policy on post & packaging and deliveries on our product listings.

8. Content submission

- Where we allow content submissions on the website by users, the views expressed by any user are their own and do not reflect the views of amylouseart.net.
- As a user, you agree not to do any of the following:
- Abuse, threaten, harass, defame, or in anyway inflict upon the rights of another user or third party.
- Publish any content that is unlawful, harmful, racist, sexist, obscene, indecent, libellous, defamatory, profane, or in any other way damaging to others.
- Use information provided by other users that you do not have permission to use or use in a way that they object to.

- Contact other users in ways that they may find inappropriate or make them uncomfortable.
- Encourage illegal activity on the site.
- Post content that violates the rights or trademarks of any other person or organisation.
- Post content that can be damaging and misleading to other users, including content falsely portrayed as being endorsed by us.
- To pose and post under a false identity.
- To transmit any malicious programs or codes such as malware, viruses, trojans, and worms, with the intention of spying, hacking, disrupting, destroying, or in any other way attempting to harm computer hardware, software, or devices.
- Attempt to gain access to our servers or other equipment to disrupt, disturb, or impair our services and compromise the safety, security, and privacy of any of the services provided and our users.
- Provide access to other websites, pages, articles, etc, which infringes the rights of copyright holders, trademarks, third parties, or persons.
- Sell or promote your own business or brand through posts.
- Attempt to disguise spam or other commercial posts as content.
- Send junk email or spam to emails or posts. This includes but is not limited to chain mail, pyramid schemes, affiliate links, and any other activity that entices users to participate in.
- Attempt to access the website through any software applications such as robots, bots, spiders, web crawlers, and other technical terms for these applications.

- we reserve the right to implement extra terms and conditions related to this section of our policy for the welfare, safety, and security of our website and users.

9. Content monitoring

- Users can upload and post content through our members gallery. We do not accept responsibility for posts and do not actively monitor or approve posts prior to posting. However, we reserve the right to remove posts if it brought to our attention that a user has violated the terms & conditions set out in this policy.

10. Data protection policy

- We are committed to the security and safety of your personal data, and we take your privacy seriously. We are compliant with the GDPR (General Data Protection Regulations). To read our privacy policy, please download this policy from the footer on the website.

11. Access to the site

- We make every effort to ensure that the website is running properly and is always accessible. However, we do not accept any responsibility for connectivity issues, as this is out of our control. There may be times when the website is inaccessible due to updates, outages, or security reasons.

12. Customer complaints

- We will endeavour to respond to all complaints within five working days.

13. Suspension or termination

- We reserve the right to remove content and users without notice if the terms and conditions set out in this policy have been breached.
- If an account has been suspended, it is our sole discretion for the length of time the account remains suspended and if it is reactivated.

14. Disclaimer

- We are not responsible for advertisements placed on this website.
- We are not responsible for any links to any third parties that we link from our website, and we are not endorsed by other parties.
- We reserve the right to amend, change, or update this policy at any time without notice.

15. Your consent

- By entering into an agreement with us, either through commissions, orders, or subscriptions, you are agreeing to adhere to the terms and conditions set out in this policy.
- You accept that by breaching the terms and conditions of this policy you may be suspended or removed from the website indefinitely.

16. Jurisdiction

- These terms and conditions are subject to the exclusive jurisdiction of the English courts and shall be enforced in accordance with English law.