

Table of Contents

1.	APPLICABILITY	2
2.	DEFINITIONS	2
3.	SOLETTART WEBSITE POLICY	2
4.	COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS	4
5.	LIMITED USAGE RIGHTS	4
6.	LIMITATION OF LIABILITY	4
7.	CIRCUMSTANCES BEYOND THE CONTROL OF SOLETTART	4
8.	PRIVACY POLICY	5
9.	AGREEMENT OF SALE	5
10.	PAYMENT METHODS AND SECURITY	6
11.	SHIPPING AND RETURNS	7
11.1	SHIPPING	7
11.3	RETURN AND REFUND POLICY	8
12.	UPDATING OF THE TERMS AND CONDITIONS	8
13.	CHOICE OF LAW	9
14.	VIOLATION AND WAIVER	9
15.	CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI	9

1. Applicability

Terms and Conditions of use relating to www.solett-art.com

These Terms and Conditions govern your ("the Customer") use of the SolettArt website. By accessing and using the website, the customer agrees to be bound by the Terms and Conditions set out in this legal notice. The user may not access, display, use, download, and/or otherwise copy or distributes content obtained on the website for marketing and other purposes without the consent of the artist/s.

By using this website or communicating with the SolettArt by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

2. Definitions

- **Cookies** means encrypted strings of text that a website stores on a user's computer.
- **Customer** means anyone who accesses, views or interacts with the website or staff
- **Local delivery** means delivery locations within the borders of South Africa
- **International delivery** means delivery locations outside of South Africa
- **The website** means the Solett Art website located at the domain name www.solett-art.com
- **User** means a person or persons accessing, viewing or interacting with the website
- **Work** means a painting or any piece of art producde by SolettArt

3. SolettArt Website Policy

The information is provided by SolettArtand whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

A copy of the ECT Act is available at http://www.internet.org.za/ect_act.html

3.1 Browsing

- 3.1.1 This website does not collect personally identifiable information from your computer when you browse this website and request pages from the servers. This means that, unless you voluntarily and knowingly provide us with personally identifiable information, we will not know your name, your email address, or any other personally identifiable information.
- 3.1.2 When you request a page from our website, the servers log the information provided in the HTTP request header including the IP number, the time of the request, the URL of your request, and other information that is provided in the HTTP header.
- 3.1.3 We collect the HTTP request header information in order to make our website function correctly and provide you the functionality that you see on this website. We also use this information to better understand how visitors use our website and how we can better tune it, its contents and functionality to meet your needs.

3.2 Information we collect

- 3.2.1 When we need to collect personally identifiable information from you to provide you with a particular service, we will ask you to voluntarily supply us with the information we need. For

example, if you would like to make a purchase, we will ask you for information such as name, address, telephone number, email address.

3.2.2 We will use your email address to send your order confirmation and, if necessary, might use the other information to contact you for help in processing the order.

3.2.3 We will also use your email address to notify you about special offers and promotions as described in the email section of this privacy statement. You can opt out of emails at any time.

3.3 Securing the Transmission and Storage information

3.3.1 We treat the information you provide to us as confidential information; it is, accordingly, subject to our company's security procedures and policies regarding protection and use of confidential information.

3.3.2 The SolettArt website will never ask you for your credit card details, as these transactions are done using the trusted 2Checkout service that is secure and PCI compliant. (www.2checkout.com/policies)

3.4 Cookies

3.4.1 Our website uses "cookie" technology. The website requires the use of a cookie throughout the online request process. Without cookies we will not be able to keep information you enter on multiple pages together.

3.4.2 Cookies also enable us to customize our website and offerings to your needs and provide you with a better online experience on www.Solett-Art.com.

3.4.3 Cookies are also used to:

- Allow registered users to sign in without typing their sign-in name each time.
- Measure usage of various pages on our website to help us make our information more pertinent to your needs and easy for you to access.

3.4.4 The types of cookies that we use are referred to as "session" cookies and "persistent" cookies. Session cookies are temporary and are automatically deleted once you leave SolettArt.com. Persistent cookies remain on your computer hard drive until you delete them.

3.4.5 We do not use cookies to ascertain any personally identifiable information about you apart from what you voluntarily provide us in your dealings with SolettArt.

3.4.6 Cookies do not corrupt or damage your computer, programs, or computer files.

3.4.7 You may set your browser to block cookies (consult the instructions for your particular browser on how to do this), although doing so will adversely affect your ability to perform certain transactions, use certain functionality, and access certain content on our website.

3.5 Promotional emails

It is our intention to only send you email communications that will be useful to you and that you want to receive. We may use a third-party email service providers to send emails. These service providers are prohibited from using your email address for any purpose other than to send SolettArt related email.

3.6 Internet Privacy Statement Changes

In the future, we may need to change this privacy statement. All changes will be made here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone.

4. Copyright and Intellectual Property Rights

- 4.1 All the content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, logos or marks identifying SolettArt, hyperlinks, private information, designs and agreements, are the property of or licensed to SolettArt and as such are protected from infringement by local and international legislation and treaties.
- 4.2 Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the site is the exclusive property of SolettArt and is protected by South Africa and international copyright laws.
- 4.3 SolettArt hereby grants you permission to electronically copy and print portions of the site for the sole purpose of placing an order for a work with SolettArt. Unless otherwise explicitly stated by SolettArt, the copyright of any works remains with the originating artist.
- 4.4 The sale of the copyright in a work is a separate transaction and not part of the sale of the work unless otherwise agreed in writing between yourself and the Artist.
- 4.5 Any misuse of the content on the Site, including without limitation, reproduction for purposes other than those specified above, modification, distribution or republication of any part of such materials without the prior written permission of SolettArt, is strictly prohibited.
- 4.6 Notwithstanding clause 5, nothing contained in these Terms and Conditions shall be construed as conferring upon you, expressly or by implication, any licence or right to use any images, logo's or website content.

5. Limited Usage Rights

- 5.1 SolettArt grants to the user, subject to these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- 5.2 This website and the content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of SolettArt. The license does not allow the user to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this website or the content for the benefit of another merchant.
- 5.3 The user may not frame nor use framing technologies to enclose the SolettArt website or the content nor any part thereof without the express written consent of SolettArt.
- 5.4 SolettArt does not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the website.
- 5.5 SolettArt reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Any unauthorised use terminates this license.

6. Limitation of Liability

The website and all content on the website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The owners make no warranty or representation as to the availability, accuracy or completeness of the content. Neither SolettArt or any of their affiliates shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the website or any functionality thereof, or of any linked website, even if SolettArt is expressly advised thereof.

7. Circumstances beyond the control of SolettArt

- 7.1 SolettArt shall not be liable for any loss or damage of whatsoever nature arising out of circumstances beyond its control. These circumstances include but are not limited to:
- 7.1.1 acts of God including but not limited to earthquakes, cyclones, storms, flood, fog;
 - 7.1.2 force majeure, including but not limited to, war, plane crash or embargo;
 - 7.1.3 riot or civil commotion;
 - 7.1.4 any act or omission by a person not employed by SolettArt including but not limited to the delivery agent, the receiver, third party, customs or other government official; and
 - 7.1.5 industrial action.

8. Privacy Policy

- 8.1 SolettArt has a strong commitment to providing excellent service to all of our customers and visitors of this website, including respecting your concerns about privacy. We understand that you may have questions about how this website collects and uses the information that you provide to us.
- 8.2 The user may visit the website without providing any personal information. The website servers will in such instances collect the IP address of the user computer, but not the email address or any other distinguishing information. This information is aggregated for analytical purposes on the number of visits, average time spent at the website, pages viewed, etc. SolettArt uses this information to determine use of the website, and to improve content thereon. We assume no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.
- 8.3 The user is responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account;
- 8.4 For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA) and may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569
- 8.5 We have prepared this statement to inform you of the privacy principles that govern this website.

9. Agreement of Sale

- 9.1 In order to submit a valid order for the purchase of a work from SolettArt you are required to:
- 9.1.1 Complete the online form on which you will be required to provide SolettArt with details regarding the specifications of the work that you would like to purchase, the destination addresses, and such other information necessary to enable SolettArt to provide you with a customized quotation for the service.
 - 9.1.2 SolettArt will then generate and email a customized quotation for you detailing the price of the work, and the costs relating to the delivery;
 - 9.1.3 Upon acceptance of the quote you will be sent an invoice. You undertake to make payment in full as per the invoice, using one of the payment methods as per section 10 below.
- 9.2 An agreement of sale between SolettArt and a user only comes into effect if and when full payment is received via one of the payment methods as section 10.
- 9.3 SolettArt reserves the right to refuse an order without giving any reasons.
- 9.4 SolettArt also reserves the right to cancel orders in whole or in part as circumstances dictate.
- 9.5 SolettArt shall only be liable to refund monies already paid by the user, excluding the shipping cost.
- 9.6 SolettArt shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, SolettArt will not be obliged to sell goods at such incorrect prices.

- 9.7 The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price is displayed.
- 9.8 Import duties may be payable by recipients of goods in foreign countries. SolettArt will not be liable for any foreign levies or added costs.

10. Payment Methods and Security

10.1 Electronic Funds Transfers (EFT)

- 10.1.1 EFT payments can be made into the SolettArt bank account- details will be supplied with the quotation.
- 10.1.2 Customers are requested to email proof of payment to info@solett-art.com.
- 10.1.3 Payment will be deemed complete once the transfer is reflected on the SolettArt bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle);

10.2 Credit Card

- 10.2.1 Credit Card payments are done using 2Checkout (www.2checkout.com)
- 10.2.2 Customer's will be redirected from the SolettArt website to the secure, PCI compliant payment pages of 2Checkout.
- 10.2.3 Please note that to protect our customers and the interests of customers, 2Checkout checks all transactions very carefully to prevent attempted fraud and a transaction may be refused if is not satisfied with it's legitimacy.
- 10.2.4 Please have a look at <https://www.2checkout.com/policies> for more information.
- 10.2.5 Payment will be deemed complete once a credit card authorisation is received from the issuing bank;

10.3 Direct bank Deposit

- 10.3.1 Customers may deposit funds into the SolettArt bank account (this could be via cheque or other methods)
- 10.3.2 Payment will be deemed complete once banks has cleared the transaction and the direct deposit is reflected on SolettArt bank statement (and only if such payment is received within 7 (seven) business days after completion of the purchase cycle)

10.4 Security and Credit Card security

Information is confidential. SolettArt has created a safe and secure website for its customers. We want you to understand and trust your online shopping experience. SolettArt is legally committed to protecting all your transactions and information. We do not collect or store any of your credit card details, as the transactions are securely done on the 2Checkout website. Personal information will never be disclosed to any third parties, unless obliged to do so by law. Please bear in mind, as a customer in this virtual shop, you also have certain legal obligations, similar to any other shopping experience. For more information, read our privacy policy.

10.5 E-Commerce and Privacy

- 10.5.1 Works which are not available for purchase will not be added to your shopping basket.
- 10.5.2 However, due to the fact that our works are sold through various outlets, there is a possibility that a work that has been checked out may be unavailable for purchase. For this reason payment is only requested once the checkout or invoice process is complete and your order has been confirmed by SolettArt.
- 10.5.3 SolettArt shall not be liable, directly or indirectly, for any loss or damages of whatsoever nature suffered by you due to the unavailability of any works featured on the site for any reason whatsoever.
- 10.5.4 The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information, delivery address and telephone numbers will be kept in

the strictest confidence by the SolettArt and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product.

- 10.5.5 SolettArt undertakes that it has taken all reasonable precautions to give customers a secure credit card processing service via 2Checkout. SolettArt cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the website), which may result due to the lack of adequate virus protection software or spyware that the user may inadvertently have installed on his/her device.

11. Shipping and Returns

11.1 Shipping

- 11.1.1 Delivery of the work will not take place if you have failed to make full payment of all charges and fees due, owing and payable by you
- 11.1.2 Subject to artwork availability and receipt of payment, requests will be processed within 10 days and handed over to a courier company for delivery.
- 11.1.3 Because each item is unique in dimensions, **all deliver and courier costs will be quoted seperately** and does not form part of the item price as published on the SolettArt website. SolettArt will endeavour to issue a quote to the customer within 48 hours. Should the customer not accept the courier costs one of the following points will apply:
- 11.1.3.1 The customer may make arrangements for their own choice of courier services subject to section 11.2 below.
- 11.1.3.2 The customer may cancel the order, making the art work available for sale again.
- 11.1.4 Customers will receive all courier tracking information and can thereby track their delivery with information supplied by the courier / shipping agent.
- 11.1.5 The delivery agent will notify you of the expected date and time of delivery of the work, as and when the delivery agent is able to ascertain same
- 11.1.6 For shipments within South Africa standard delivery can be 3-5 working days from when the item is collected at SolettArt. International deliveries will be given time frames as accurate as possible during quoting.
- 11.1.7 Unforeseen delays such as seasonal peaks, strikes or delays at customs is outside the control of SolettArt and deliveries may take longer than indicated. Customers will be able to track their shipments via the tracking information supplied by SolettArt.
- 11.1.8 Any delivery date or dates which may be quoted verbally or in writing are estimates only. SolettArt will not be liable to you for failure to deliver by such date or dates or at all, or for any damage or loss incurred by you of whatsoever nature and howsoever arising out of a delay in delivery or out of the non-delivery of the work for whatsoever reason.
- 11.1.9 It is possible to courier art work to international addresses. The costs will be quoted seperately and will form part of the total amount due by the customer.
- 11.1.10 Risk in, title to, and all responsibility for the work will pass to the recipient upon delivery of the work to your designated delivery address.
- 11.1.11 If the work is not accepted at the delivery address or the delivery agent is unable to deliver the work due to the failure of the recipient to be available to take delivery, or due to your failure to provide an accurate delivery address, then:

- 11.1.11.1 All risk in, entitlement and responsibility for the work will pass to the recipient on the first failed delivery attempt;
- 11.1.11.2 the delivery agent may store the work until delivery can be effected upon the recipient whereupon you will be liable to the delivery agent for all costs and expenses incurred as a result of the delayed delivery, including without limitation, the storage, delivery, and insurance costs incurred which costs shall be payable by you on demand; and
- 11.1.11.3 should the delivery agent be unable to deliver the work to the recipient after three failed delivery attempts, SolettArt will have the right to procure the return of the work in which event you will be liable for, and agree to pay SolettArt on demand for all return costs, including without limitation, all delivery costs, all charges and fees incurred and charged by the delivery agent, all insurance costs, and an administration fee of up to 10% of the price of the work. Failure to pay these costs will result in a cancellation of the order and you agree that no refund is due to you whatsoever and you have no claim on the work.

11.2 Make your own courier arrangements

- 11.2.1 This option only applies to international deliveries unless otherwise agreed
- 11.2.2 Art work will be wrapped and packaged in the standard way (no specialised crating) and handed to the customers preferred courier service.
- 11.2.3 Customers are requested to arrange special crating or additional protection for the paintings
- 11.2.4 Insurance must be arranged by the customer
- 11.2.5 All customs and export arrangements to be made by the customer or their preferred courier
- 11.2.6 The customer shall be responsible for all duties, fees or costs relating to the transportation of the painting.
- 11.2.7 SolettArt will not be held liable for any damages to the painting or the painting going missing. All Risk in, entitlement, and responsibility for the work will pass to the recipient upon collection of the work from SolettArt.
- 11.2.8 You hereby indemnify and hold SolettArt harmless for any loss or damage of whatsoever nature and howsoever arising out of your failure to comply with any applicable laws or regulations.

11.3 Return and Refund Policy

- 11.3.1 If on receiving your order you are not delighted and it was not what you were looking for with your purchase, let us know within 5 days of receiving your art work.
- 11.3.2 We will gladly arrange collection (at your expense) and provide you with a refund (purchase price excluding shipping/delivery costs) once the item reached us and provided it is in its original condition and original packaging.
- 11.3.3 A reasonable explanation or motivation must be agreed upon between both parties before any returns or refunds can be made.
- 11.3.4 Cancelled orders on the e-commerce facility will be refunded after deduction of a 10% charge for administration costs.
- 11.3.5 The Provider reserves the right to cancel an order for which payment has already been received and the artwork has not been dispatched. Should the Provider exercise this right, the customer will receive a full refund with no deductions
- 11.3.6 The right to cancel or return in this contract will not apply in respect of personalised works or works made to your specification (commissioned artwork).

12. Updating of the Terms and Conditions

SolettArt reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such

changes being posted to this website. It is the customer's obligation to periodically check these Terms and Conditions at the website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

13. Choice of Law

This website is controlled and administered by SolettArt from its offices within the Republic of South Africa.

These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the user may not use this website in violation of South African export laws and regulations. The user consents to the jurisdiction of the Durban High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the SolettArt and the user with regard to the use of the content and this website.

If the user accesses this website from locations outside of South Africa, that user is responsible for compliance with all local laws. Access to the website from territories or countries where the content or purchase of the products sold on the website is illegal, is prohibited.

14. Violation and Waiver

If SolettArt should fail to enforce any right or provision in these Terms and Conditions, you agree that this failure does not constitute a waiver of such right or provision or of any other rights or provisions in these Terms and Conditions.

If a court should find that one or more rights or provisions set forth in the SolettArt Terms and Conditions are invalid, you agree that the remainder of these Terms and Conditions will be enforceable and that, to the extent permitted by law, the court will give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.

15. Contact Information / Domcilium Citandi Et Executandi

If you have any questions, queries or wish to request permission to use any part of this website, please contact us at: info@solett-art.com

SolettArt

Physical address:

5 Buffalo Thorn Lane
Simbithi Eco Estate
4420

Postal Address:

PO Box 6167
Zimbali
4418

Email address: info@solett-art.com
Tel: +27 76 792 9812