

This website is owned and operated by Mark Fisher Art.

These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information about Mark Fisher Art, services and goods for sale. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item - digital or physical, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item.

The prices we charge for using our services/for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

Additional information about pricing and sales tax is available on the payments page.

The fee for the services/products and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your payment method.

Return and refund policy

If your item is undelivered or arrives damaged, please contact us to arrange a replacement and/refund.

You will be offered a refund if you have informed us within 14 days of receiving your goods that you want to cancel. You have another 14 days to return the goods once you have told us. We will exchange or offer a refund based upon the original payment method within 14 days of receiving the goods back.

In addition, please note that digital goods are not eligible for return.

Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Intellectual Property Rights

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Mark Fisher. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time.

Indemnification

You agree to indemnify and hold Mark Fisher harmless from any demands, loss, liability, claims or expenses (including Legal costs), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the goods and services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Mark Fisher, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Mark Fisher assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of England and Wales, without respect to its conflict of laws principles.

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