

isthisit?

TERMS OF PURCHASE

This page (together with the documents expressly referred to on it) tells you information about us and contains the legal terms and conditions on which we sell Editions to you.

On this page the words "we" "us" and "our" refer to isthisit? and www.isthisitisthisit.com.

We strongly recommend that you read these Terms carefully, as they will form part of the Contract between us. Please make sure that you understand them, before ordering any Editions. Our relationship is subject to these Terms and they impose certain responsibilities upon you and they exclude and limit our liability to you.

Please note that by ordering an Edition, you agree to be bound by these Terms and the other documents expressly referred to in them.

You should print and keep a copy of these Terms for future reference.

Please note that, from time to time we may amend these Terms, as set out in clause 13. Every time you wish to purchase an Edition from us, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms and any Contract between us are in the English language only.

1 Definitions

1.1 When the following words with capital letters are used in these Terms and the Introduction, this is what they mean:

Certificate of Authenticity

The unique certificate which accompanies your Edition and confirms the authenticity of your limited Edition, your ownership of and the date you acquired your Edition.

Collector

The person who owns the Edition is called a "Collector". The Collector may be the person to whom the Edition was gifted.

Collector Register

The official register of current owners of Editions commissioned and sold by isthisit?. The Register is owned and operated by isthisit? and is the sole means by which to verify ownership of any Edition and update the respective Certificate of Authenticity.

Contract

The individual legally binding contract formed between you and us when you place an order which we accept according to the provisions of clause 4 below;

Confirmation Email

The email we send to you after you have submitted payment for your order to us confirming that the Edition you have ordered is now available for you to download and use as explained in clause 4.5 below;

Edition

The limited Edition of any artwork listed for sale on our Site from time to time;

Site

The website that operates at www.isthisitisthisit.com

2 Information about us

2.1 We are isthisit?

2.2 Should you wish to contact us about these Terms, please do so using the following contact information:

2.2.1 Email: isthisit96@gmail.com

3 Use of Our Site and these Terms

3.1 You may only purchase Editions from the Site if you are at least 18 years old.

3.2 These Terms form part of the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

4 How a Contract is formed between you and us

4.1 During the checkout process you will be asked to complete your payment details. Where requested you must complete the compulsory fields indicated. All transactions on the Site are processed by PayPal. By choosing PayPal to process your payment you are diverted to the PayPal website and you are subject to PayPal Terms & Conditions and Policies.

4.2 Our order process allows you to check and amend any errors in your order at each stage of the process. The order summary shown to you before you submit your order will summarise your order including the total price of the Edition you have ordered

4.3 After you place an order, we will confirm our acceptance to you by sending you a Confirmation Email, which will confirm that the Edition has been sent to your PayPal email address. The Confirmation Email will provide you with any necessary further information explaining how to view your Edition. You will also be required to accept the User Licence in clause 9 of these Terms (which tells you how you may use your Edition and any restrictions that apply to you)

The Contract between us will only be formed at the time when we send you the Confirmation Email.

4.4 If we are unable to supply you with an Edition, for example because it is no longer available or because of an error in the price on the Site as referred to in clause 6.4, we will inform you of this by email and we will not process your order. If you have already paid for the Edition, we will refund you the full amount as soon as possible and in any event, within [7] days.

5 Price of Edition

5.1 The price of the Edition will be as quoted on the Site from time to time. We take all reasonable care to ensure that the prices of Edition are correct at the time when the relevant information is entered onto the Site. However, clause 5.3 explains what happens if we discover an error in the price of any Edition you ordered.

5.2 It is always possible that, despite our reasonable efforts, some of the Editions on the Site may be incorrectly priced. If we discover an error in the price of the Edition you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Edition at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. We will also refund to you the price you paid in advance (if any) for any Edition in respect of which an order is cancelled or treated as cancelled.

6 How to Pay

6.1 Our prices are Pound Sterling (GBP). Please note that your payment company (for example, your credit or bank card issuer) will use a currency conversion rate for your purchase and may impose a currency conversion fee on your payment if your card or bank account is denominated in a currency that is different from the UK pound. These currency conversion rates and fees are not controlled by or known to us.

6.2 You can pay for an Edition using PayPal. When you choose PayPal to carry through your transaction you are diverted to the PayPal website and you are subject to PayPal Terms & Conditions and Policies.

7 Your Cancellation And Refund Rights If You Are A Consumer

7.1 Please note: You cannot cancel the purchase and request a refund if you have downloaded (or streamed) the Edition, saved it to a Cloud account or sent it to a device.

7.2 You may cancel your purchase within [7] seven working days after receipt of the Confirmation Email for the purchased Edition and its Certificate of Authenticity. Any notice of cancellation must be sent to isthisit96@gmail.com

8 Collector's User Rights

8.1 As long as a Collector continues to own an Edition, the Collector will be entitled to:

- (a) display and/or download the unique Certificate of Authenticity belonging to an Edition;
- (b) display and/or make unlimited downloads of the Edition from the Collector's Account to any device owned or controlled by the Collector that is capable of doing so. The method of using an Edition will vary according to the nature of the Edition in question, and will be as specified by us (or, if not so specified, will be reasonably obvious at the time of purchase), together the "User Rights".

8.2 User Licence

- (a) The User Rights granted by clause 8.1 are to be enjoyed only on or through devices that are owned or controlled by the Collector.
- (b) We grant you an exclusive, worldwide, non-transferable, revocable right to use the Edition and Certificate of Authenticity only for your personal, non-commercial, entertainment use, subject to compliance with these Terms and Conditions of Purchase.
- (c) You shall not by any act or omission by you, permit a third party to download the Edition or the Certificate of Authenticity onto any device which is not owned, operated and controlled by you.

8.3 Restrictions on Use

Collectors are not permitted to, and each Collector agrees not, directly or indirectly, to authorize, permit or be involved in:

- (a) printing or creating any other physical representation of the relevant Edition;
- (b) projecting an Edition so that it is viewable other than directly on the screen of the Collector's device except in the context of personal use of the Edition not for commercial purposes;

- (c) distributing or transmitting the Edition, or making it available (including through the internet), to anyone else except as part of a legitimate sale or transfer; or
- (d) exhibiting or otherwise commercially exploiting an Edition. If a Collector wishes to discuss commercially exploiting the Edition, then please contact us here.

8.4 Copyright and IP Rights

- (a) We do not own the copyright in the Editions therefore we lack the authority to grant permission to a Collector in any way to reproduce the Edition. You acknowledge that the Artist who created the Edition continues to own the copyright in it and has asserted his/her moral rights. This means that the Artist has the right to be identified as the author of the Edition in each series. Collectors purchase the Collector's User Licence under this clause 8 subject to the restrictions contained herein.
- (b) We own the copyright in the Certificate of Authenticity. Your use of the Certificate of Authenticity is governed by clauses 8.1- 8.3.
- (c) If you sell your Edition, you may be required to pay a percentage of the re-sale price to the Artist or their estate. This will depend on the country and jurisdiction where the sale takes place.

9. Our Warranty for the Edition

9.1. Your Edition may not be compatible with all devices, operating systems and media. The Collector must ensure that the purchased Edition is compatible with the devices, operating systems and media used by the Collector (whether the Collector is the Register User making the purchase him/herself or someone else) before purchasing it.

9.2 We warrant to a Collector that:

- (a) each Edition is original and produced by the Artist, strictly limited in series, and that we have the right to licence each Edition to a Collector on the terms set out in clause 8;
 - (b) that the files are capable of download to any device enabled at the time of purchase (i.e. Confirmation email). We are not responsible for providing updates, upgrades or any changes to Editions where they become incompatible with future technology;
- If you are a consumer, this warranty is in addition to your statutory legal rights in relation (c) to an Edition that is faulty.
- (d) Except as expressly stated in this clause 9, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.

10. Our Refund Policy

10.1 If you believe that the Edition is materially defective or not as described or, as a consumer, the Edition is in breach of your statutory legal rights and we will examine the Edition and will notify you (via email within a reasonable period of time) of your right to a refund should we conclude that you are entitled to one. We will usually process the refund due to you as soon as possible and usually within 30 days of the day we confirmed to you via email that you were entitled to a refund for the returned Product.

11. Our Liability to You (your attention is drawn particularly to this clause)

11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a natural, foreseeable consequence of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not so foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

11.2 We only supply the Edition for domestic and private use to consumers. You agree not to use the product for any commercial or business purposes, and in any event we will have no liability to you for any loss of profit, loss of enjoyment, loss of or damage to reputation or goodwill, loss of business, business interruption, or loss of business opportunity.

11.3 We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence or that of our employees, agents or subcontractors;
- (a) fraud or fraudulent misrepresentation;
- (b) any breach of the terms implied by section 11 of the Sale of Goods Act 1979 (title and quiet possession);
- (c) any breach of the terms implied by section 12 to 14 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (d) defective Edition(s) under the Consumer Protection Act 1987.

12 Our Right To Vary These Terms

12.1 We may update or amend these Terms from time to time. Please review these Terms regularly to ensure you are aware of any changes we have made. Your continued use of the Site after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

12.2 Once your order has been confirmed and a Contract formed, we will not make any changes to the Terms that apply to your order.

13. Communications Between Us (e) When we refer, in these Terms, to "in writing", this will include email unless it is clear that email is not intended to be included in any particular scenario. (f) Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by

posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Notices

14.1 Unless stated elsewhere in these Terms, all notices given by you to us must be given in writing in the English language. You can send notices to us by email at isthisit96@gmail.com. We will confirm receipt of your notice by contacting you in writing, normally by email to the email address you gave us when you submitted your order.

15. Our Right Not To Accept Orders And Applicable Refund

15.1 We may decide not to accept an order from you for Edition. If we do so, if you have made any payment in advance for the Edition, we will refund you the full amount you have paid as soon as possible.

16. Transfer Of Rights And Obligations (g) We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. (h) You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. (i) This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17 Severability

17.1 If any of the Terms of the Contract between us are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such Terms will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18 Entire agreement

18.1 These Terms constitute the entire agreement between us and they supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on anything set out in these Terms.

18.3 Notwithstanding any other term of these Terms, nothing in these Terms shall exclude or limit our liability for something that we cannot exclude or limit in law.

19 Law and jurisdiction

19.1 Contracts for the purchase of Edition through the Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

19.2 We retain the right to bring proceedings against you in your country of residence or any other relevant country.

19.3 You must ensure that you comply with the laws that apply to you and your use of [isthisit?](#) including [Acceptable Use Policy](#), the [Artwork](#) that may be viewed and bought through the Site. That use may be restricted or prohibited in other jurisdictions.

19.4 We retain the right to bring proceedings against you in your country of residence or any other relevant country.