

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

1. What is in these terms?

These terms outline the rules which apply when you use our website - www.jbartgallery.com (“our Website”).

2. Who we are and how to contact us

Our Website is operated by JB Art Gallery Limited UK (“we”, “us”, “our”). We are registered in England and Wales under company number 12968269 and have our registered office at 411 Oxford Street, Office 1.01, England, W1C 2PE

2.1 You can contact us via:

- i. Email at info@jbartgallery.com; or
- ii. Telephone on +447775207555

3. By using our Website you accept these terms

3.1 By using our Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Website.

3.2 We recommend that you print a copy of these terms for future reference.

4. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our Website, including our:

- i. Privacy Policy (which also contains information on how we store Cookies), which is available at

<https://www.jbartgallery.com/attachment/en/605a6826efc0de4070533772/DownloadableItem/605e421f1ae0f74eb9651f83> and which sets out how We may use your personal information.

- ii. General Conditions of Sale (if you purchase goods via the website), which are available at

<https://www.jbartgallery.com/attachment/en/605a6826efc0de4070533772/DownloadableItem/613f8736681ca677516358ae> will apply to such purchase.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to our Website

We may update and change our Website from time to time for any reason, for example to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

7. We may suspend or withdraw our Website

7.1 Our Website is made available free of charge.

7.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. Where possible, we will try to give you reasonable notice of any suspension or withdrawal.

7.3 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

8. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9. You must keep your account details safe

9.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

9.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

9.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly contact us in accordance with these terms.

10. How you may use material on our Website

10.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it (including any databases, price lists and promotional materials). Those works are protected by copyright laws and treaties around the world. All such rights are reserved and, for the avoidance of doubt, no such rights are granted to you under these Terms.

10.2 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal and/or business use (but only to the extent you are purchasing goods from

the Website) and you may draw the attention of others within your organisation to content posted on our Website for such use only.

- 10.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 10.4 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.
- 10.5 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. For the avoidance of doubt, this expressly prohibits any use of the Website by you (or anybody connected with you) to falsely misrepresent our goods, products and/or services as being those which are provided by you. In addition, prohibition under this clause, such conduct would also be an infringement of our intellectual property rights under the tort of passing off (and otherwise, where applicable).
- 10.6 Your use of scraping software in respect of any element of the Website (including our databases) is expressly prohibited.
- 10.7 We take the enforcement and protection of our intellectual property rights very seriously and if you print off, copy or download any part of our Website or otherwise deal with the Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, immediately return or destroy any copies of the materials you have made. Furthermore, you agree to indemnify us for and against any losses that we suffer as a consequence of your breach (with such losses under this clause including but not limited to actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements).

11. Do not rely on information on this Website

- 11.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
- 11.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

12. We are not responsible for websites we link to

- 12.1 Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 12.2 We have no control over the contents of those sites or resources.

13. User-generated content is not approved by us

Our Website may include information and materials uploaded by other users of the Website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

14. How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us in accordance with these Terms.

15. Our responsibility for loss or damage suffered by you

15.1 Whether you are a consumer or a business user:

- i. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and for fraud or fraudulent misrepresentation.
- ii. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods to you, which will be set out in our General Conditions of Sale, which are available at

<https://www.jbartgallery.com/attachment/en/605a6826efc0de4070533772/Downloadableletter/613f8736681ca677516358ae>

15.2 If you are a business user:

- i. We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- ii. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (a) use of, or inability to use, our Website; or
 - (b) use of or reliance on any content displayed on our Website.
- iii. In particular, we will not be liable for:
 - a. loss of profits, sales, business, or revenue;
 - b. business interruption;
 - c. loss of anticipated savings;
 - d. loss of business opportunity, goodwill or reputation; or
 - e. any indirect or consequential loss or damage.

15.3 If you are a consumer user:

- i. Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy, available at

<https://www.jbartgallery.com/attachment/en/605a6826efc0de4070533772/DownloadableItem/605e421f1ae0f74eb9651f83>

17. We are not responsible for viruses and you must not introduce them

17.1 We do not guarantee that our Website will be secure or free from bugs or viruses.

17.2 You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

17.3 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

18. Rules about linking to our Website

18.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

18.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

18.3 If you establish a link to our Website on any website, you must own the website where the link to our Website is established.

18.4 Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

18.5 We reserve the right to withdraw linking permission without notice.

18.6 If you wish to link to or make any use of content on our Website other than that set out above, you must obtain express consent from us. To discuss, please contact us.

19. Which country's laws apply to any disputes?

- 19.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by the law of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 19.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.