

TERMS AND CONDITIONS FOR THE ACCESS AND USE OF THE BELLINGAN SCOTT FINE ART WEBSITE

The works of art (“Works”) offered by or through the Bellingan Scott Fine Art website (“Website”) are made available subject to the following terms and conditions (“Terms and Conditions”). By accessing and using the Website, you agree to be bound by, and to comply with, the Terms and Conditions and any further terms and conditions that Bellingan Scott Fine Art (Pty) Ltd, registration number 2014/181725/07, trading as Bellingan Scott Fine Art, may prescribe from time to time.

1. USE OF THE WEBSITE

- 1.1 You may only use the Website to browse its content and make legitimate purchases of Works available for sale on the Website. You may not use the Website for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase.
- 1.2 Bellingan Scott Fine Art reserves the right to refuse you use of the Website and its content at any time.
- 1.3 In using the Website you agree not to:
 - 1.3.1 use the Website to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
 - 1.3.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
 - 1.3.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
 - 1.3.4 threaten abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - 1.3.5 use any information or material in any manner that infringes any copyright, trademark patent or other proprietary right of any party;
 - 1.3.6 make unavailable or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;
 - 1.3.7 collect or store personal information about others, including email addresses;
 - 1.3.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
 - 1.3.9 impersonate any person or entity for the purpose of misleading others;
 - 1.3.10 violate any applicable laws or regulations;
 - 1.3.11 use the Website in any manner that could damage, disable, overburden or impair the Website or interfere with any other party’s use and enjoyment of the Website;
 - 1.3.12 attempt to gain unauthorized access to any of the services, other accounts, computer systems or networks connected to the Website through hacking, password mining or any other means.

2. CONTENT DISPLAYED ON THE WEBSITE

- 2.1 You agree that the images of the Works displayed on the Website (“Website Images”) are guidelines only.
- 2.2 Bellingan Scott Fine Art has taken reasonable care to ensure that the Works are presented as accurately as possible and will accept no responsibility for differences between the Website Images and the actual Works.

- 2.3 The Website and its content, including but not limited to the Website Images, may not be copied, modified, reproduced, republished, posted, transmitted, transferred or sold, displayed, or in any way exploited, in whole or in part, except as is expressly permitted by Bellingan Scott Fine Art.
- 2.4 Bellingan Scott Fine Art reserves the right to modify or withdraw, temporarily or permanently, the Website (or any part of thereof) with or without notice to you and you hereby agree that Bellingan Scott Fine Art shall not be liable to you or any third party for any modification to or withdrawal of the Website.

3. THE SERVICES

- 3.1 The Website may provide communication tools such as image galleries, administration areas, email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("Services") designed to enable you to communicate with others. Unless stated otherwise, the Services are for your personal and non-commercial use only.
- 3.2 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify Bellingan Scott Fine Art of any unauthorized use of your password or account or any other breach of security. In no event shall Bellingan Scott Fine Art be liable for any direct, indirect, incidental or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.
- 3.3 Bellingan Scott Fine Art has no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at Bellingan Scott Fine Art sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

4. UPDATING OF THESE TERMS AND CONDITIONS

Bellingan Scott Fine Art shall have the right to change, modify, add to or delete 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 on the Website. It is your obligation to periodically check these Terms and Conditions for changes or updates. Your use of the Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

5. LIMITATION OF LIABILITY

- 5.1 The Website and its content are provided "as is" without warranty of any kind, either expressed or implied. Without limiting the generality of this clause 5.1, the following warranties are expressly excluded:
 - 5.1.1 merchantability or fitness of the Works for any particular purpose;
 - 5.1.2 compatibility of the Website with your technology, equipment or software;
 - 5.1.3 compliance with any law;
 - 5.1.4 uninterrupted or error free functionality of the Website;
 - 5.1.5 correction of defects; and
 - 5.1.6 non-infringement of any rights.

- 5.2 Whilst Bellingan Scott Fine Art has taken reasonable measures to ensure the integrity of the Website and its content, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.
- 5.3 You agree that Bellingan Scott Fine Art does not guarantee continuous, uninterrupted or secure access to the Website, and operation of the Website may be interfered with or adversely affected by numerous factors or circumstances outside of Bellingan Scott Fine Arts control.
- 5.4 In no event shall Bellingan Scott Fine Art be liable for any loss or damages including direct, indirect, incidental, special or consequential damages of whatsoever nature whether based in contract, delict, strict liability or otherwise, arising out of or in any way connected with the use of the Website, the inability to use the Website, the operational failure of the Website, or for any information, data, products, and/or services obtained through the Website.
- 5.5 Specifications about and other information and material regarding any Works for sale on the Website are provided by Bellingan Scott Fine Art and the Artist(s) concerned and are not always verified by Bellingan Scott Fine Art. While Bellingan Scott Fine Art makes every effort to ensure that the information and material on the Website is accurate, Bellingan Scott Fine Art makes no representations or warranties as to the accuracy or reliability of any information provided on the Website. You acknowledge that any reliance on representations and warranties provided by any Artist shall be at your own risk.
- 5.6 Insofar as the Website contains links to any other internet websites, you acknowledge and agree that Bellingan Scott Fine Art has neither the power nor control over any such websites and shall not be liable in any way whatsoever for the content of any such linked websites, nor for any loss or damage arising from your use of any such websites.
- 5.7 The use of this Website is expressly forbidden in those territories where the law does not allow any provision in this clause 5 to take full effect.

6. MONITORING

Bellingan Scott Fine Art has the right to monitor any activity on the Website. Bellingan Scott Fine Art has the right to investigate any reported violation of the Terms and Conditions and/or complaints and take any action that Bellingan Scott Fine Art deems appropriate, which action includes, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any content from the Website.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All content included on the Website such as text, images, graphics, button icons, images, audio clips, databases, software, and names, images, and logos or marks identifying Bellingan Scott Fine Art and/or any third party is the property of Bellingan Scott Fine Art or its content suppliers and protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of Bellingan Scott Fine Art and is protected by South Africa and international copyright laws. Bellingan Scott Fine Art hereby grants you permission to electronically copy and print portions of the Website for the sole purpose of placing an order for a Work with Bellingan Scott Fine Art.
- 7.2 All Works are owned solely by Bellingan Scott Fine Art or the relevant Artists and are subject to South African and international copyright laws. Bellingan Scott Fine Art and the Artist warrants that he has the title to and owns the Works represented to be owned by him on the Website.

- 7.3 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 Bellingan Scott Fine Art.
- 7.4 Any misuse of the content on the Website, including without limitation, reproduction for purposes other than those specified in 7.1 above, modification, distribution or republication of any part of such materials without the prior written permission of Bellingan Scott Fine Art, is strictly prohibited.
- 7.5 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 trademark, patent, design right or copyright owned by Bellingan Scott Fine Art, the Artist or any third party

8. PRODUCT AVAILABILITY

- 8.1 Works which are not available for purchase will not be added to your shopping cart. However, due to the fact that each Work is unique 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 process is complete and your order has been confirmed by Bellingan Scott Fine Art.
- 8.2 Bellingan Scott Fine Art 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 Website for any reason whatsoever.

9. DELIVERY POLICY

When you click to make a purchase, your right to a refund of monies charged to your credit card or paid in any other way agreed by Bellingan Scott Fine Art, are limited by Bellingan Scott Fine Arts Terms and Conditions of Sale. You are directed not to make any purchase through this Website unless you understand and agree to the Terms and Conditions of Sale. Once payment is made for the purchase, it is deemed that you have read, understood and agreed to the Terms and Conditions of Sale for such purchase.

10. APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa save that Bellingan Scott Fine Art has the right, in its sole discretion, to commence and pursue proceedings in alternative jurisdictions. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Provincial Division) in respect of any disputes arising in connection with the use of the Website.

11. VIOLATION AND WAIVER

- 11.1 If Bellingan Scott Fine Art should fail to enforce any right or provision in the 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 the Terms and Conditions.
- 11.2 If a court should find that one or more rights or provisions set forth in the Terms and Conditions are invalid, you agree that the remainder of the Terms and Conditions shall be enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.