

Website owner, the offering, and binding of Terms

This website is owned and operated by Cherisse Mia. These Terms set forth the terms and conditions under which you may use my website and services as offered. This website offers visitors original Fine Art. By accessing or using the website of my service, you approve that you have read, understood, and agree to be bound by these Terms.

Who can use your website; what are the requirements to create an account

In order to use my website and/or receive my 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.

Key commercial Terms offered to customers

When buying an item, 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 and you complete the check-out payment process.

The prices I charge for using my products are listed on the website. I reserve the right to change my 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 fees and any other charges you may incur in connection with your purchase, such as taxes and possible transaction fees, will be charged to your payment method.

Return and refund policy

Products are non returnable if received in good condition.

Retention of right to change offering

I may, without prior notice, change the product or stop providing the product. I may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Warranties & responsibility for services and products

When I receive a valid warranty claim for a product purchased, I will either repair the relevant defect or replace the product. If I am unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to me. I will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product.

Ownership of intellectual property, copyrights and logos

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 Cherisse Mia. 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

I 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. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Indemnification

You agree to indemnify and hold Cherisse Mia harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against her by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Cherisse Mia, 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, Cherisse Mia 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 my service; and (iii) any unauthorized access to or use of my 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 my sole discretion. Therefore, you should review these pages periodically. When I change the Terms in a material manner, I will notify you that material changes have been made to the Terms. Your continued use of the Website or my 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 me, 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 me 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 Alberta Canada, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Calgary, Alberta. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

Direct all issues to Cherisse Mia:
9428 Almond Crescent SE
Calgary, AB T2J1B6 Canada
403.478.8540
art@cherissemia.com

www.cherissemia.com Privacy Policy

Type of website: Ecommerce

Effective date: 23rd day of October, 2022

www.cherissemia.com (the "Site") is owned and operated by Cherisse Mia. Cherisse Mia is the data controller and can be contacted at:

art@cherissemia.com

(403) 478-8540

9428 Almond Cres SE, Calgary, AB T2J1B6

Purpose

The purpose of this privacy policy (this "Privacy Policy") is to inform users of our Site of the following:

1. The personal data we will collect;
2. Use of collected data;
3. Who has access to the data collected;
4. The rights of Site users; and
5. The Site's cookie policy.

This Privacy Policy applies in addition to the terms and conditions of our Site.

GDPR

For users in the European Union, we adhere to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation (the "GDPR"). For users in the United Kingdom, we adhere to the GDPR as enshrined in the Data Protection Act 2018.

We have not appointed a Data Protection Officer as we do not fall within the categories of controllers and processors required to appoint a Data Protection Officer under Article 37 of the GDPR.

Consent

By using our Site users agree that they consent to:

1. The conditions set out in this Privacy Policy.

When the legal basis for us processing your personal data is that you have provided your consent to that processing, you may withdraw your consent at any time. If you withdraw your consent, it will not make processing which we completed before you withdrew your consent unlawful.

You can withdraw your consent by: Contacting the website creator.

Legal Basis for Processing

We collect and process personal data about users in the EU only when we have a legal basis for doing so under Article 6 of the GDPR.

We rely on the following legal basis to collect and process the personal data of users in the EU:

1. Users have provided their consent to the processing of their data for one or more specific purposes.

Personal Data We Collect

We only collect data that helps us achieve the purpose set out in this Privacy Policy. We will not collect any additional data beyond the data listed below without notifying you first.

Data Collected in a Non-Automatic Way

We may also collect the following data when you perform certain functions on our Site:

1. First and last name; and
2. Email address.

This data may be collected using the following methods:

1. Creating an account.

How We Use Personal Data

Data collected on our Site will only be used for the purposes specified in this Privacy Policy or indicated on the relevant pages of our Site. We will not use your data beyond what we disclose in this Privacy Policy.

The data we collect when the user performs certain functions may be used for the following purposes:

1. Send emails.

Who We Share Personal Data With

Employees

We may disclose user data to any member of our organization who reasonably needs access to user data to achieve the purposes set out in this Privacy Policy.

Other Disclosures

We will not sell or share your data with other third parties, except in the following cases:

1. If the law requires it;
2. If it is required for any legal proceeding;
3. To prove or protect our legal rights; and
4. To buyers or potential buyers of this company in the event that we seek to sell the company.

If you follow hyperlinks from our Site to another Site, please note that we are not responsible for and have no control over their privacy policies and practices.

How Long We Store Personal Data

User data will be stored for Ten years.

You will be notified if your data is kept for longer than this period.

How We Protect Your Personal Data

All data is only accessible to our employees who are bound by strict confidentiality agreements. Your email is not used in any other way other than to provide updates on the artist.

While we take all reasonable precautions to ensure that user data is secure and that users are protected, there always remains the risk of harm. The Internet as a whole can be insecure at times and therefore we are unable to guarantee the security of user data beyond what is reasonably practical.

Your Rights as a User

Under the GDPR, you have the following rights:

1. Right to be informed;
2. Right of access;
3. Right to rectification;

4. Right to erasure;
5. Right to restrict processing;
6. Right to data portability; and
7. Right to object.

Children

The minimum age to use our website is 18 years of age. We do not knowingly collect or use personal data from children under 16 years of age. If we learn that we have collected personal data from a child under 16 years of age, the personal data will be deleted as soon as possible. If a child under 16 years of age has provided us with personal data their parent or guardian may contact our privacy officer.

How to Access, Modify, Delete, or Challenge the Data Collected

If you would like to know if we have collected your personal data, how we have used your personal data, if we have disclosed your personal data and to who we disclosed your personal data, if you would like your data to be deleted or modified in any way, or if you would like to exercise any of your other rights under the GDPR, please contact our privacy officer here:

Cherisse Mia

art@cherissemia.com

(403) 478-8540

9428 Almond Cres SE, Calgary, AB T2J1B6

Do Not Track Notice

Do Not Track ("DNT") is a privacy preference that you can set in certain web browsers. We do not track the users of our Site over time and across third party websites and therefore do not respond to browser-initiated DNT signals.

How to Opt-Out of Data Collection, Use or Disclosure

In addition to the method(s) described in the *How to Access, Modify, Delete, or Challenge the Data Collected* section, we provide the following specific opt-out methods for the forms of collection, use, or disclosure of your personal data specified below:

1. opt out of receiving emails. You can opt-out by click unsubscribe on the bottom of any marketing email.

Cookie Policy

A cookie is a small file, stored on a user's hard drive by a website. Its purpose is to collect data relating to the user's browsing habits. You can choose to be notified each time a cookie is transmitted. You can also choose to disable cookies entirely in your internet browser, but this may decrease the quality of your user experience.

We use the following types of cookies on our Site:

1. Functional cookies

Functional cookies are used to remember the selections you make on our Site so that your selections are saved for your next visits.

Modifications

This Privacy Policy may be amended from time to time in order to maintain compliance with the law and to reflect any changes to our data collection process. When we amend this Privacy Policy we will update the "Effective Date" at the top of this Privacy Policy. We recommend that our users periodically review our Privacy Policy to ensure that they are notified of any updates. If necessary, we may notify users by email of changes to this Privacy Policy.

Complaints

If you have any complaints about how we process your personal data, please contact us through the contact methods listed in the *Contact Information* section so that we can, where possible, resolve the issue. If you feel we have not addressed your concern in a satisfactory manner you may contact a supervisory authority. You also have the right to directly make a complaint to a supervisory authority.

Contact Information

If you have any questions, concerns or complaints, you can contact our privacy officer, Cherisse Mia, at:

art@cherissemia.com

(403) 478-8540

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