



# The Arts Diary

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## Terms of Service

Last Updated: 06 July, 2024

Welcome to The Arts Diary! These Terms of Service ("Terms") govern your use of our services, including our website, products, and any other features, technologies, or functionalities offered by The Arts Diary (collectively, "Services"). By using our Services, you agree to these Terms.

### 1. Acceptance of Terms

By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms, you must not use our Services.

### 2. Services Provided

The Arts Diary offers a variety of creative services, including but not limited to:

- Pencil sketches
- Paintings
- Illustrations
- Large-scale artwork
- Custom orders

### 3. Use of Services

You agree to use our Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent.
- To impersonate or attempt to impersonate The Arts Diary, a The Arts Diary employee, another user, or any other person or entity.

### 4. Orders and Payments

- **Custom Orders:** Customers can place custom orders through our website or directly by contacting us. Details regarding the custom order, including price, delivery time, and specifications, will be agreed upon before the commencement of the work.
- **Payment:** Payments for custom orders are required to be made upfront or as agreed upon. We accept various forms of payment, and all transactions are secure.
- **Refunds:** Refunds are not generally provided for custom orders unless there is a defect in the product or a significant deviation from the agreed-upon specifications.

### 5. Intellectual Property

- **Ownership:** All artwork created by The Arts Diary is the intellectual property of The Arts Diary. This includes both custom orders and any artwork displayed on our website or social media.
- **License:** Customers purchasing custom artwork are granted a non-exclusive license to use the artwork for personal, non-commercial use unless otherwise agreed upon in writing.

## 6. Shipping and Delivery

- **Delivery Time:** We will provide an estimated delivery time for custom orders at the time of purchase. Please note that delivery times may vary depending on the complexity of the order and other factors.
- **Shipping Costs:** Shipping costs will be calculated and communicated to the customer before finalizing the order.
- **International Shipping:** We offer international shipping, and customers are responsible for any customs duties or taxes that may apply.

## 7. Limitations of Liability

To the fullest extent permitted by law, The Arts Diary shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use our Services.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from our Services.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services.

## 8. Changes to Terms

We reserve the right to modify or update these Terms at any time, and such changes will be effective immediately upon being posted on our website. Your continued use of our Services after any changes to the Terms indicates your acceptance of the new Terms. It is your responsibility to review these Terms periodically.

## 9. Termination

We may terminate or suspend your access to our Services immediately, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the Services will immediately cease.

## 10. Governing Law

These Terms shall be governed and construed in accordance with the laws, without regard to its conflict of law provisions. Any disputes arising out of or in connection with these Terms shall be resolved exclusively in the courts.

## 11. Contact Us

If you have any questions about these Terms, please contact us at:

The Arts Diary  
theartsdiary@gmail.com  
+91-8300875021

## 12. Miscellaneous

- **Entire Agreement:** These Terms constitute the entire agreement between you and The Arts Diary regarding the use of our Services, superseding any prior agreements between you and The Arts Diary.
- **Waiver and Severability:** No waiver by The Arts Diary of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Arts Diary to assert a right or provision under these

Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions will continue in full force and effect.

## 13. User Conduct

You agree to comply with all applicable laws and regulations while using our Services. You agree not to:

- Upload, post, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Impersonate any person or entity, including, but not limited to, a The Arts Diary official, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services.

## 14. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Services ("Feedback"). You may submit Feedback by emailing us at [theartsdiary@gmail.com](mailto:theartsdiary@gmail.com). You acknowledge and agree that all Feedback will be the sole and exclusive property of The Arts Diary, and you hereby assign to The Arts Diary all of your right, title, and interest in and to all Feedback.

## 15. Privacy Policy

Your use of our Services is also governed by our Privacy Policy, which can be found at [Privacy Policy](#). The Privacy Policy explains how we collect, use, and protect information about you.

## 16. Electronic Communications

By using our Services, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## 17. Links to Other Websites

Our Services may contain links to third-party websites or services that are not owned or controlled by The Arts Diary. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that The Arts Diary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

## 18. Indemnification

You agree to defend, indemnify, and hold harmless The Arts Diary and its affiliates, licensors, and service providers, and their respective officers, directors, employees, agents, and contractors, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Services.

## 19. Dispute Resolution

- **Informal Resolution:** Before making any formal claim, you agree to try to resolve the dispute informally by contacting us at [theartsdiary@gmail.com](mailto:theartsdiary@gmail.com). We will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or The Arts Diary may bring a formal proceeding.
- **Arbitration:** Any dispute arising out of or relating to these Terms or the Services will be finally settled by arbitration in accordance with the rules of India. The arbitration will be conducted in India, unless you and The Arts Diary agree otherwise.
- **Class Action Waiver:** You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

## 20. Limitation of Time to File Claims

Any cause of action or claim you may have arising out of or relating to these Terms or the Services must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

## 21. Acknowledgment

By using the Services or accessing the website, you acknowledge that you have read these Terms of Service and agree to be bound by them.

## 22. Contact Information

If you have any questions about these Terms, please contact us:

The Arts Diary  
[theartsdiary@gmail.com](mailto:theartsdiary@gmail.com)  
 +91-8300875021



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