

Terms and Conditions of Use

Last Updated: September 2020

**By using this website, you agree to the following Terms and Conditions and Privacy Policy.
Please read them carefully before using this website.**

General Provisions

This website is owned and operated by Melanie Webb, trading as Studio Mel Sky, an Australian business. Our principal place of business is located in Maldon, Victoria, Australia.

You must be at least sixteen years of age to use our website. Use of this website is at your own risk. We host our site on a reputable platform and take reasonable efforts to maintain and host the site. However, we make no explicit representations or warranties as to the safety or your individual use of the website. The Terms and Conditions contained on this page is subject to change at any time.

Intellectual Property Notice

All images, text, designs, graphics, trademarks and service marks are owned by and property of Studio Mel Sky, or the properly attributed party. It is a violation of federal law to use any of our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including asking for financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately.

You may use our intellectual property with clear and obvious credit back to our site, as well links back to the page where the materials, designs, images, text, quote or post is located when it is appropriate to do so. However, you may never claim any of our intellectual property as your own or your unique creation, even with attribution.

Buying an original painting, print or printed product, assumes that you buy the physical object to have and enjoy. You own the artwork, not the copyright to it.

The copyright remains with Studio Mel Sky unless:

- They specifically signed over their copyright to the buyer.
- The copyright has expired.

Unless one of these circumstances applies, original piece buyer does not automatically acquire the right to reproduce a painting as prints, cards, posters, on clothing, etc, when they purchase a painting - you're acquiring the right to own and enjoy the item but not the right to reproduce it.

This contract is governed by the laws of Australia and such other laws which are applicable in the country where the consumer is resident.

Your Communications

Any communications made through our 'contact,' blog, blog comments, newsletter sign up or other related pages, or directly to our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on our website, servers, comments, emails or other media as

allowed by Australian law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how we store and use your communications or any data provided by you in those communications, please refer to our Privacy Policy on this page.

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libellous or maliciously false, obscene, abusive, negligent or otherwise harmful or inappropriate.

Disclaimers

Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless our website and company for any direct or indirect loss or conduct incurred as a result of your use of our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While we may reference certain results, outcomes or situations on this website, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for you as a result of these statements or any other statements anywhere on this website. If you have medical, legal or financial questions, you should consult a medical professional, lawyer or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using this website, related materials, products, courses or the materials contained herein.

This website is updated on a regular basis and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials and related media contained herein are entirely accurate, complete or up to date. You expressly acknowledge and understand that any information or knowledge you gain as a result of using this website is used at your own risk. If you should see any errors or omissions and would like to let us know, please email us at hello@studiomelsky.com.

Affiliates

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of your purchase through one of these links. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

Website Content

At Studio Mel Sky we do our best, but we cannot guarantee that the colours shown on the website exactly reproduce the colours of our products. This may depend on the colour reproduction of your computer screen or mobile device.

Information on this website is subject to change without notice.

Shipping and Taxes

Art prints and cards are printed and shipped in house at Studio Mel Sky. However, at this time only shipped domestically within Australia. We aim to dispatch orders within 2-5 business days after purchase.

Other products are available for international shipping as they are processed and shipped from our print on demand partners located around the world. Once orders are received and printed by the partner, they are dispatched within 2-7 business days. Studio Mel Sky does not ship to all countries. If your country is not included in the "estimate shipping and tax" drop down menu, then we don't ship there.

All products are sold on a Delivery Duty unpaid basis. The recipient may have to pay import duty or a formal customs entry fee prior to or on receipt. Additional taxes, fees or levies may apply according to local legislation and customers are required to check these details before placing any orders for international shipping. Please note, many countries have specific import restrictions on certain products or materials, and it is the responsibility of the customer to check local customs regulations before placing an order for shipping outside Australia. Studio Mel Sky does not offer any assistance in this process.

Please be aware we do not ship to PO Box's. Please be aware due to Covid-19 there are delays with shipping both domestic and International.

Termination

If at any time we feel you have violated these Terms and Conditions, then we shall immediately terminate your use of our website and any related communications as we deem appropriate. It is within our sole discretion to allow any user's access of our website, and we may revoke this access at any time without notice, and if necessary, block your IP address from further visits to our site(s).

Refunds & Payment Collection

We take your investment seriously, and we'd appreciate if you took our investment of time and resources into your success seriously too. Due to the nature of the services and/or products provided, refunds will not be given unless otherwise specified in writing. Please choose carefully, as we do not accept returns if you simply change your mind. We do not accept order cancellations. We are unable to cancel or amend orders after they have been placed.

If you've received an order that contains damaged goods or is missing an item, please get in touch within 7 days so that we can rectify the situation. The quickest way to speak to us is to email hello@studiomelsky.com

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of Your Order.

Entire Agreement

Before you register with our website or make any purchases therefrom, you will be asked to consent to our Privacy Policy. If you have consented, or once you do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and our company relating to the use of this website.

Severability

If any part of these Terms and Conditions or our Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

Law and Jurisdiction

These Terms, Conditions and Privacy Policy are governed by and construed in accordance with Australian law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of Victoria, Australia.

Consent

By using our website, you hereby consent to our Terms and Conditions of Use.

If you require any more information or have any questions about our Terms and Conditions of website use, or our Privacy Policy, please feel free to contact us by email at hello@studiomelsky.com.