

TERMS OF USE

PRIVACY POLICY

Rahulfineart.com is committed to protecting your privacy and does not rent, trade, or share your personal information with any third party. Your privacy and satisfaction is very important to us. We use your information to respond questions, notify about shipped Artwork, etc. From time to time, you may receive information from us about new features, new available artwork, and special promotional offers that we think you will find valuable. If you are not interested in receiving e-mail announcements and other marketing information from us, you can e-mail your request to us.

Rahulfineart , in no event, has access to confidential information relating to the payment method or payment gateway that the Authorized User or the guest user enters on the Site. All the payment related information remains inaccessible to third parties. Your card details never reach us and are stored securely (encrypted form) by Stripe.

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You agree to not engage in the use, copying, or distribution of any of the content other than expressly permitted herein, including any use, copying, or distribution of art submissions of third parties obtained through the website for any commercial purposes. You agree not to download or print a copy of any artwork for personal or commercial use. You agree not to circumvent, disable, or otherwise interfere with security related features of the website or features that prevent or restrict use or copying of any content or enforce limitations on use of the website or the content therein.

GENERAL

If any provision of these terms and conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect. No waiver of any term of these terms and conditions shall be deemed a further or continuing waiver of such term or any other term, and Rahulfineart.com's failure to assert any right or provision under these terms and conditions shall not constitute a waiver of such right or provision. Rahulfineart.com reserves the right to amend these terms and conditions at any time in its sole discretion and without prior notice, which shall take effect upon posting to the website. It is your responsibility to review these terms and conditions for any changes.

Your use of the website following any amendment of these terms and conditions will signify your assent to and acceptance of its revised terms.

We reserve the right, with or without prior notice, to: change descriptions or references to artworks, products, subscriptions, software or services; limit the available quantity of any artworks, products, subscriptions, software, or services; honor, or refuse to honor, any coupon, coupon code, promotional code or other similar promotions; and/or refuse to provide any user of the Services with any products, subscriptions, software or services.

WARRANTY DISCLAIMER

You agree that your use of the website shall be at your sole risk. We makes no warranties or representations about the accuracy or completeness of the websites content or the content of any sites linked to this site and 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 and use of the website, (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from the website, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to our through our website by any third party, and /or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website. Rahulfineart does not warrant, endorse, guarantee, or assume responsibility for any hyperlinked website or third-party site. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

INDEMNITY

You agree to defend, indemnify and hold harmless Rahulfineart, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Rahulfineart, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys fees) arising from: (i) your use of and access to the website; (ii) your violation of any term of these terms and conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any of your content or art caused damage to a third party. This defense and indemnification obligation will survive these terms and conditions and your use of the website.

ABILITY TO ACCEPT TERMS & CONDITIONS

You affirm that you are either more than 16 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these terms and conditions, and to abide by and comply with these terms and conditions.

MODIFICATION TO THE WEBSITE

Rahulfineart reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website with or without notice. We reserve the right to change the URL, modify or discontinue, and restrict or block access to, our website without notice to you. We may modify or remove any Original Works of Art from Rahulfineart at any time without notice to you, including the removal of any works of art or content that we believe to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

Occasionally, there may be information on Rahulfineart that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any such information on Rahulfineart is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Services, except as required by applicable local, state, federal or international laws, regulations, or statutes.

PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the site, and information about how you interact with the site. We refer to this automatically collected information as “Device Information.”

We collect Device Information using the following technologies:

- “Cookies” are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- “Log files” track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- “Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse the Site.

Additionally, when you make a purchase or attempt to make a purchase through our website, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers and PayPal information, email address, and phone number). We refer to this information as “Order Information.”

When we talk about “Personal Information” in this Privacy Policy, we are talking both about Device Information and Order Information.

HOW DO WE USE YOUR PERSONAL INFORMATION

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

Communicate with you.

Screen our orders for potential risk or fraud; and

When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

SHARING YOUR PERSONAL INFORMATION

We may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

BEHAVIOURAL ADVERTISING

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>

You can opt out of targeted advertising by:

FACEBOOK - <https://www.facebook.com/settings/?tab=ads>

GOOGLE - <https://www.google.com/settings/ads/anonymous>

BING - <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

LEASING ARTWORK

1. The Customer agrees and acknowledges that you are consenting to lease the Artwork and that ownership of, and title to, the Artwork remains with the Rahul Ojha or rahulfineart, as applicable, at all times unless and until a purchase of the leased Artwork is completed. Our Artworks may only be leased in accordance with the eligibility criteria, by using a valid credit card or other approved payment method.

2.The leasing fee for listed Artworks (the “Leasing Fee”) will be the Leasing Fee which shall include insurance charges (if applicable) and delivery charges listed on the Site. Upon completion of your order to lease an Artwork, you hereby authorize us to charge your credit card for the Leasing Fee on a monthly basis, for the desired term as indicated in the Lease Agreement (see lease agreement).

3.The Customer agrees that Rahul Ojha or rahulfineart will charge their credit card with a security deposit. The security deposit shall be an amount equivalent to one-month Leasing Fee, of the desired Artwork before taking possession.

4.The Lease Agreement (mentioned ,2 above) can be extended or renewed by providing a notice to us thirty (30) days prior to the expiration of the initial lease term. Rahul Ojha or rahulfineart shall promptly respond to such a notice and clearly state if an extension of lease is acceptable on the current terms or if we wish to change the terms or not release the Artwork.

5.In an event of loss or damage to the Artwork, other charges contemplated by us may be levied on you. The Customer hereby certifies that the information provided at the time of purchase/ lease is true and correct as of the date given and will remain true and correct throughout the term of these Terms of Use. The Customer agrees to promptly update the credit card and billing information at the time of registration in the event it changes.

6.Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction, or other injury to the leased Artwork from any and every cause whatsoever. Customer shall be solely responsible for any loss or damage to the leased Artwork. No loss or damage to the leased Artwork shall impair any obligation of Customer .

7.In the event of a damage to or loss of the leased Artwork (or any component thereof), Customer will be liable to pay to the Rahul Ojha or rahulfineart the total outstanding amount of listed price corresponding to the leased Artwork. It is agreed and accepted that if the Artwork is damaged or is lost due to probable or unforeseen circumstances, the security deposit, mentioned in 3 above, will be forfeited in full. The total outstanding amount shall be calculated on the listing price of the Artwork post deducting the forfeited security deposit and the total of Leasing Fee received by us. The remainder amount, post all deductions, shall be the total outstanding amount payable to us by the Customer. The invoice for the total outstanding amount shall be sent to you on your email/ communication address registered with us.

8.With delivery of the Artwork, we will provide you with a contact information to be used to arrange for the return transportation of the Artwork after the leasing period. You or Rahul Ojha or rahulfineart, as the case may be, can request for the Artwork be returned at any time by notifying the other party. The Customer will be responsible for aggregate Leasing Fees accrued up until the date the Artwork is returned to us.

9.The Customer will be financially responsible for return(s) of the Artwork unless they decide to trade in the leased Artwork for any other Artwork listed on the Site. In such a scenario, where Lessee is merely substituting the Artwork, there shall be no return fee attached.

10.If you, at any time decide to purchase the Artwork you are leasing, you are required to make an offer of purchase to us. We shall promptly review your offer and either accept or reject your offer to purchase the leased Artwork. Rahul Ojha or rahulfineart may, at this point exercise their right to refuse to sell the

Artwork to the Customer (the "Artist's Right of First Refusal") without any reason or cause. The Artist's Right of First Refusal is a legal right granted to the artist as the creator and the owner of the Artwork.

11.If the artist exercises Artist's Right of First Refusal, you will not be allowed to purchase the leased Artwork. You will, however, qualify to continue to lease the Artwork until the end of the term or choose to extend the term once it is about to lapse.

12.If the Rahul Ojha or rahulfineart accepts your offer to purchase the leased Artwork, you will be liable to pay the outstanding listed price amount of the leased Artwork deducting the Leasing Fees received by us till date. Subsequently, your security deposit shall be released. The invoice for the total outstanding amount shall be sent to you on your email/ communication address registered with us.

13.In an event, where another customer i.e. a third party expresses their interest to purchase the Artwork which is currently leased by you, you as a lessee will be given an advantage over the other customer or the third party and will be presented with an offer to purchase the leased Artwork.

14.If you decide to purchase the leased Artwork, the other party's offer to buy the leased Artwork in your possession shall be declined. You will be liable to pay the outstanding amount of the listed price of the leased Artwork deducting the Leasing Fees received by us till date. Subsequently, your security deposit shall be released. The transaction shall be concluded on the sale of the leased Artwork to the lessee once the outstanding payment is received by us. The invoice for the total outstanding amount shall be sent to you on your email/ communication address registered with us.

15.If you decide not to purchase the leased Artwork, the other party's offer to buy the leased Artwork in your possession shall be accepted. You will be liable to return the leased Artwork to us at the end of your leasing term or prior to the end of the leasing term as the case may be. If it is amicably agreed by the Customer and Rahul Ojha or rahulfineart that it is desirable to prematurely terminate the existing Lease Agreement, the Customer will be allowed to exit the Lease Agreement prior to expiration of the leasing term. Subsequently, your security deposit shall be released. In this case, we encourage the Customer to lease other Artworks listed on our Site.

16.Upon purchase of the leased Artwork, the Customer will be delivered a signed certificate of authenticity once we are in receipt the payment in full and subsequently the title to such Artwork shall pass on to you.

17.The Customer shall keep the Artwork in the same condition as originally delivered by the Rahul Ojha or rahulfineart to the Customer, in a safe environment, and shall only use the Artwork for its intended purpose. The Customer agrees that no alterations or changes, including, without limitation, refinishing or reworking of the Artwork shall be made. If any such alterations or change are made, Customer agrees that they shall be responsible for full repair and/or replacement value of the Artwork.

18.If you do not pay the amounts owed to us when due, then we will need to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorneys' fees, if you do not pay amounts owed hereunder when due. Any amounts not paid when due shall bear interest rate of 2.5% per month or the maximum rate permitted by law.

19. Rahul Ojha or rahulfineart reserve the right to terminate your right to lease the Artwork from us at any time in the event of your breach of contract or with or without cause at our sole discretion.

20.Rahul Ojha or rahulfineart may, and currently do, limit the number of Artworks that can be leased by you at any given time.

21.For the purpose of clarification, 'Customer/ you/ your' used throughout above section is to be referred to an Authorized User and are willing to lease the listed Artwork and not a guest user.

PURCHASE CLAUSE

1.The purchase price of an Artwork is determined by Rahul Ojha or rahulfineart (Seller) which is subject to verification by us. The purchase price of the Artwork will be determined by the Authorized User in US Dollars only. The Purchaser may choose to convert the price to any other currency that they deem fit. Such conversion shall be subject to the conversion rate which is current to date.

2.The purchase price shown against each Artwork, will be excluding any applicable taxes along with shipping costs that will be automatically calculated and applied on checkout.

3.Depending on the Purchaser's delivery address, different taxation rules and additional charges may apply. If the Purchaser is getting an Artwork shipped from outside of his territory, they may need to pay import duties upon receipt of their selected Artwork. Neither Rahul Ojha or rahulfineart have any control over these charges and we cannot predict such amounts. The Purchaser will be responsible for payment of any such import duties and taxes that are not included in the purchase price shown on the Site. The Purchaser is free to contact their local customs office or border services for further information before placing an order.

4.The purchaser agrees to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete the transactions and contact you if needed.

5.The Purchaser agrees to pay an aggregate sum inclusive of all charges calculated at checkout, at the prices then in effect for your purchase and any applicable shipping fees . By checking out, you authorize Rahul Ojha or rahulfineart to charge your chosen payment provider for any such amount calculated in lieu of the order placed.

6.If applicable, the Purchaser may use a unique promotion code offered by Rahul Ojha or rahulfineart that has not yet expired, at the time of checkout or pay for their order by way of a gift card.

LEASE AGREEMENT

made on this _____ day of _____, 20____,

Between

Rahul Ojha(Rahulfineart.com) (to be referred to as the “Lessor”).

And

Name: _____ residing _____ at,
Address: _____ and leasing the
Artwork for the premises located at, *Artwork Location*: _____
_____ (to be referred to as the “Lessee”).

The Lessee has expressed their interest in leasing Artwork from Rahulfineart and the Lessor has agreed to lease the following named Artwork, *description of the Artwork*: _____ . The parties are entering into this agreement to record in writing the terms where the Lessee agrees and acknowledges the following:

1. **Term and Leasing Fee:** The Lessor leases to the Lessee the above described Artwork for a term of _____, commencing from the date of delivery of the leased Artwork for a Leasing Fee* of _____. Lessee agrees to pay to the Lessor, the security deposit equivalent to one (1) month’s Leasing Fee for the leased Artwork.
2. **Ownership:** It is understood and agreed that the Lessee shall not have any ownership rights over the leased Artwork. No photographs of the Artwork’s use other than for display on the Lessee’s premises shall be allowed, except for the written consent of the Lessor. The Lessee recognizes the copyright interests of the Lessor in the property and shall not infringe or allow an infringement of the Lessor’s rights.
3. **Continuation:** This Lease Agreement can be renewed by providing a notice to the Lessor thirty (30) days prior to the expiration of the initial lease term. The Lessor shall promptly respond to such a notice and clearly state if an extension of lease is acceptable on the current terms or if the Lessor wishes to change the terms or not release the Artwork.
4. **Purchase:** The Lessee has an option to purchase the leased Artwork. If Lessee expresses their interest in purchasing the leased Artwork, the Lessee shall only be liable to pay the balance of the listed purchase price which shall be calculated after deducting the Leasing Fees paid to date.
5. **Return:** Lessee shall be financially responsible for return(s) of the Artwork unless they decide to trade in the leased Artwork for any other Artwork listed on the Site. In such a scenario, where Lessee is merely substituting the Artwork, there shall be no return fee attached.
6. **Payment:** The Lessee is encouraged to pay the Leasing Fee within the agreed timeframe. If the Lessee defaults in paying the Leasing Fee, the Lessor shall have no choice but to sort legal remedies as stated in Terms of Use.
7. **Entire Agreement and link to Terms of Use:** This Lease Agreement shall form a part of the exhaustive Terms of use listed on the Site rahulfineart.com. This Lease Agreement is to be read in conjunction with the Terms of Use. The terms used herein without definition shall have the same meaning assigned to them in the Terms of Use.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written

LESSOR

LESSEE

CONTACT US

For more information about our privacy practices, if you have questions, please contact us by e-mail at rahuloneart@gmail.com