

Terms and Conditions for Artistico Art Caspersen

Effective Date: 01.08.2024

Thank you for choosing **Artistico Art Caspersen**, where you can create unique, AI-generated artwork that is custom-made for each customer. These Terms and Conditions govern your use of our services, including the creation, purchase, and delivery of custom AI-generated artwork. By accessing or using our website or services, you agree to be bound by these Terms and Conditions.

Please read them carefully before using our website or placing an order.

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1. Company Information

Artistico Art Caspersen

Location: Steinhausen, Zug, Switzerland

Email: support@artistico.art

2. Service Overview

Artistico Art Caspersen offers a platform where users can generate and customize AI-based artwork. Once generated, the artwork can be printed and delivered to the address provided by the customer. All products are one-of-a-kind and created based on individual inputs from the user.

3. Order Process

- **Placing Orders:** Orders can be placed through our website. You will receive an order confirmation via email once the order is submitted.
- **Personal Information:** Customers must ensure that all personal details, including delivery address and payment information, are accurate and up to date.
- **Order Confirmation:** Upon receiving your order, you will receive an order confirmation email detailing the artwork specifications, cost, and delivery information.

4. Unique Artwork

All artwork generated through our platform is unique and based on the individual user's inputs. As a result:

- Slight variations in color, design, or size may occur between the on-screen preview and the final printed product.
- The uniqueness of each creation means that **all sales are final** once the artwork has been generated and the printing process has begun.

5. Order Cancellation by Artistico Art Caspersen

Artistico Art Caspersen reserves the right to cancel any order for any reason **within 48 hours** of the order being placed. In such cases, the customer will be notified, and a full refund will be issued.

6. Inappropriate Content

Artistico Art Caspersen strictly prohibits the generation and submission of inappropriate or illegal images, including but not limited to images depicting pornography, violence, hate speech, or any other offensive content. Any orders found to contain inappropriate content will be canceled, and the customer will be refunded in full.

7. Cancellation Policy

Cancellations are permitted only **within 24 hours** of placing the order. After 24 hours, the creation process begins, and cancellations or modifications are no longer possible. To cancel your order within the 24-hour period, please contact us immediately at support@artistico.art.

8. Pricing and Payment

- **Currency:** All prices listed on our website are in EUR.
- **Payment Methods:** We accept payments via credit card, debit card, and other secure online payment methods. Payments are processed at the time of order.
- **Taxes and Fees:** Customers are responsible for any applicable taxes or fees associated with their order, including VAT and customs duties for international deliveries.

9. Shipping and Delivery

- **Shipping:** We offer shipping to a variety of locations. Shipping costs and delivery estimates will be provided during checkout.
- **Tracking:** You will receive a tracking number once your order has shipped.
- **Shipping Delays:** We are not responsible for delays caused by shipping carriers or customs. Any issues related to delayed shipments should be addressed to the carrier directly.
- **Incorrect Address:** It is the customer's responsibility to provide accurate shipping information. Artistico Art Caspersen is not responsible for orders shipped to incorrect addresses.

10. Returns and Refunds

As all products are custom-made, **all sales are final**. Refunds and returns are not permitted for reasons related to personal dissatisfaction with the artwork.

Exceptions:

- **Damaged or Defective Products:** If your product arrives damaged or defective, you must notify us **within 14 days** of receiving the product, including clear photographs of the damage. We will review your claim and, if approved, provide a replacement of the same artwork.
- **Incorrect Orders:** If you receive an incorrect print, please contact us **within 14 days**. We will investigate and, if confirmed, offer a replacement at no additional cost.

11. Intellectual Property

- **Ownership of Artwork:** All artwork generated on Artistico Art Caspersen's platform is the intellectual property of the customer. However, we reserve the right to use anonymized versions of the artwork for promotional purposes (e.g., social media, website gallery), unless otherwise requested by the customer.
- **Platform Rights:** Artistico Art Caspersen retains all rights to the website, AI systems, and technology used to generate artwork. Customers are granted a limited, non-exclusive right to use the platform for personal, non-commercial purposes.

12. Privacy and Data Protection

We value your privacy. Please review our [Privacy Policy] to understand how we collect, use, and protect your personal information.

13. User Conduct

By using our platform, you agree to:

- Use the platform for lawful purposes only.
- Not upload or generate artwork that is offensive, illegal, or violates the rights of others.
- Not attempt to hack, interfere with, or disrupt the website or services provided by Artistico Art Caspersen.

14. Limitation of Liability

Artistico Art Caspersen is not liable for:

- Any indirect, incidental, or consequential damages arising out of your use of the platform or the products.
- Any delays or errors caused by third-party shipping providers.
- Slight variations between the digital preview and the final printed product.

15. Changes to Terms

We reserve the right to modify or update these Terms and Conditions at any time. Changes will be posted on our website, and continued use of the platform after changes are made constitutes acceptance of the new terms.

16. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Switzerland. Any disputes arising from or related to these terms will be subject to the exclusive jurisdiction of the courts in Zug, Switzerland.

17. Contact Us

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

Artistico Art Caspersen
Steinhausen, Zug, Switzerland
Email: support@artistico.art