

Terms of Service

Hi! Thanks for visiting davidbrandtartist.com!

I am David Brandt, the owner of this website, an individual artist living in the Portland area, Oregon, USA. To contact me for any and all purposes please use davidbrandtartist@gmail.com. You are welcome to contact me about anything, including: ideas, suggestions, requests, or problems.

Visiting my site and/or purchasing something from me, constitutes agreement to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country, state or province of residence, or that you are the age of majority in your country, state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of my website or products, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

All images on my website are protected by local and international copyright laws. You may not copy or reproduce any design, animation, illustration, artwork or idea you find on my website. You may not resell or use anything you buy or see on my site for commercial purposes. If you see anything on my website you think violates copyright law please contact me. You may not create and publish links to anything you see on my website without my written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Payments

I accept payments through *Stripe*, which accepts most major credit cards and Apple Pay. Please visit Stripe.com for more information, and to review their terms.

Analytics and Cookies

This website is hosted by Squarespace. Squarespace collects personal data when you visit this website, including:

- Information about your browser, network and device
- Web pages you visited prior to coming to this website
- Web pages you view while on this website
- Your IP address

This information may also include details about your use of this website, including:

- Clicks
- Internal links
- Pages visited
- Scrolling
- Searches
- Timestamps

Squarespace needs the data to run this website, and to protect and improve its platform and services. Squarespace analyzes the data in a de-personalized form.

The analytics Squarespace uses to help me understand how my website is performing is currently turned OFF. I reserve the right to start using them at anytime, if so, that will be updated here. For more information on Squarespace analytics click [Here](#).

Squarespace uses cookies and similar technologies, which are small files or pieces of text that download to a device when a visitor accesses a website or app. For information about the cookies dropped on your device, visit [The cookies Squarespace uses](#).

- The cookies we are functional and required to allow Squarespace to securely serve this website to you.
- Cookies for analytics and performance to view site traffic, activity, and other data are NOT currently used. I reserve the right to start using them at anytime, if so, that will be updated here.

Shop Visitor Data

When you buy something, or create a customer account, on this website, we collect personal information from you to fulfill the order. We may collect information like your:

- Billing and shipping address
- Details relating to your purchase (for example, your shirt size)
- Email address
- Name
- Phone number

We share this information with Squarespace, our online store hosting provider, so that they can provide website services to us. This information is also passed on to [Printful](#) and [Gango Custom Printing](#), so they can print and ship your order.

As you go through checkout, this site may auto-complete your shipping and billing address by sharing what you type with the Google Places API and returning suggestions to you to improve your checkout experience.

When you create an account on this site Squarespace will securely save payment methods (optional), shipping addresses, shopping carts, and online order information.

Creating an account is optional, however, creating an account will allow you to logon and see your orders, save payment and shipping information, and check out faster.

I reserve the right to refuse any order you place with us.

Emails

We may email you with messages about your order or account activity. For example, we may email you to tell you that:

- You've created a customer account
- Your customer account password has been reset or updated
- You've made a purchase
- Your order has shipped

It's not possible to unsubscribe from these messages.

We share your contact information with Squarespace, our website hosting provider, so they can send these emails to you on our behalf.

Fine Art Prints

All prints are archival giclée prints in a range of sizes and printed on 100% cotton rag, acid-free archival paper with a light texture. Prints have a 2" white border and can be framed without a mat.

Limited edition prints, are individually signed, numbered and dated. I, David Brandt agree to print a limited edition to not more than the number stated in the description, but may be less. Limited editions are printed at a size close to the original artwork, and no prints, outside the edition, will be made at that size, or larger. Prints of the same artwork in other, smaller sizes, will not be individually signed, dated, and numbered; may be printed in unlimited numbers; and are not considered to be part of the edition.

Giclée refers to the process of making high quality fine art and photographic prints from a digital source using high resolution digital scans or digital camera photographs. These digital files are then printed onto fine art paper. Our giclée prints are created using professional 8-Color to 12-Color wide format ink-jet Epson, Canon and HP printers, top of the line in the industry. By using only the best giclée printers, we are capable of producing amazingly detailed prints for both the fine art and professional photography markets alike. Giclée printing is the highest quality fine art reproduction available today.

Shipping

Shipping in the US is free. For countries outside the US, there may be additional charges. If during check out your country is not available, this means I am unable to predetermine shipping costs to you. Please contact me and if possible I will manually check shipping and put your order in. I reserve the right to not ship to any country or address.

Returns

Since products are all printed to order we can only accept returns for misprints or items damaged in shipping. Make sure you understand what you are buying. Make sure you select the right size and color. We cannot accept returns for buyers remorse. If you have questions about the product, please contact me at davidbrandtartist@gmail.com.

I have tested all the printing and I am satisfied that my products are of high quality. If for some reason something you receive doesn't look right to you, such as a misprint, please send a photo and an explanation of the problem.

If something arrives damaged, send a photo of the damaged goods to davidbrandtartist@gmail.com, then we'll gladly send a replacement at no cost to you.

Any claims for misprinted/damaged/defective items please contact me at davidbrandtartist@gmail.com within 2 weeks after the product is received, so that I have time to contact the printer. Likewise, for packages lost in transit, all claims must be submitted no more than 2 weeks after the estimated delivery date.

Please make sure items can be delivered safely to the address you provide, and that the address is entered correctly. If you provide an address that is considered insufficient by the courier, the shipment will be returned to our facility. You will be liable for reshipment costs once we have confirmed an updated address with you (if and as applicable). For packages lost in transit, no worries! We'll cover the costs of reprinting and shipping a replacement order for you.

If the package was marked as delivered by the carrier, but you believe you have not receive it, our supplier will not cover the cost of reshipping or refunding the order. There may be cases where the delivery was made, but the package was left in an unexpected location at the customer's address. Please reach out to the carrier and inquire if any additional details were left by the delivery person. For example: "Left under the table on the back porch."

For more on Printful's return policy click [HERE](#).

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using this site, its content, or products: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the my website or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of my website or any related website, other websites, or the Internet. We reserve the right to terminate your use of my website or any related website for violating any of the prohibited uses.

The Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to my website constitutes the entire agreement and understanding between you and us and govern your use of my website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).