

## General Terms and Conditions (May 2021)

We thank you for reading these general conditions carefully and making sure you understand the content. By using our service, you agree to these terms and conditions. If you do not agree to these terms of service, then please do not use our service.

If you use this website CathyGraphics.com, you fully accept its terms of use. We expressly reject all (purchase) conditions of other websites.

These General Conditions relate to the complete site of CathyGraphics.com and have been applicable since September 1, 2017.

### 1. Definitions

#### **Client**

The natural person or company, who entrusts a mission to CathyGraphics or who has entered into a contract with CathyGraphics.

#### **We**

CathyGraphics.

#### **You**

The user of the service or the website CathyGraphics.com.

#### **Service**

The provision of the website CathyGraphics.com, all of the information and product(s), the manufacturing process, the preparation of order(s) for one or more products, in virtual or physical form, payment, and delivery of the order by post or virtually.

#### **Right of revocation**

The possibility for the client to withdraw from the contract during the cooling-off period.

#### **Drawing**

A drawing in Indian ink or pencil and possibly colored on a computer, drawn by CathyGraphics.

#### **Product**

Any article created by CathyGraphics on the basis of drawings in any format.

**Recipient**

The final recipient of a product by CathyGraphics.

**Contract**

The contract, by which CathyGraphics and the client enter into the performance of a service or other legal relationship.

**Website**

CathyGraphics.com internet environment.

**Business day**

Monday to Friday inclusive, with the exception of public holidays.

## 2. Applicability of the General Conditions

2.1 These general conditions apply and form part of the contract, subsequent contracts as well as offers and communications from CathyGraphics relating to the Service.

2.2 Exceptions and additions to the general conditions can be explicitly agreed in writing (on paper or electronically).

2.3 Insofar as the stipulations of the contract derogate from the general conditions, the stipulations of the contract prevail.

## 3. Completion of the Contract

3.1 The contract is made when the order confirmation or Statement of Work is sent by CathyGraphics, or, in the absence of such confirmation, by the execution of the Service.

3.2 CathyGraphics reserves the right to refuse an order for justified reasons or to impose more detailed conditions.

3.3 CathyGraphics reserves the right to block orders for products and/or illustrations including a scandalous image or racist texts and / or other copy contradicting the law, public order and / or morality - depending on the evaluation of CathyGraphics and/or its suppliers.

## 4. The Service

4.1 It is forbidden for the client to use the Service contrary to the law, contrary to the Contract or to these General Conditions or to act illegitimately vis-à-vis CathyGraphics or third parties.

4.2 The client is prohibited from using the Service for professional or business needs except following a written agreement between the client and CathyGraphics.

4.3 The client is required to have internet access and recent internet exploration software (Chrome, Firefox, etc.), an e-mail address, a computer and a free-of-charge fix or mobile telephone connection.

4.4 The client is responsible for the accuracy, precision and completeness of the delivery address (physical or electronic address). If an inaccuracy, imprecision or incompleteness of the communicated address results in the product/service not being delivered, the client remains liable to pay the product/service.

4.5 The only performance-related complaints that are acceptable are those related to the transport of the product; but never to the quality of the drawing.

4.6 When visiting the website from a country other than Canada, the client is responsible for complying with the laws and regulations applicable there.

4.7 The illustrations reproduced on the website are not real size and may deviate from the color, shape, size, contrasts and lay-out vis-à-vis the products ordered and delivered. The content of the website has been compiled with the greatest care. However, it is possible that some information is incomplete, incorrect, or outdated.

4.8 CathyGraphics offers all products, services and information without any warranty as to their adequate quality, fitness for a certain purpose, or other qualities.

4.9 It is forbidden to use the website in a way that could interfere with the functioning of the website and/or its [accessibility](#) and/or the use by others and/or which could harm the information offered or the underlying software on this website.

4.10 CathyGraphics guarantees that the products delivered meet the specifications included in the offer; that they meet the reasonable requirements in terms of quality and that they aren't contradictory to the legal provisions and/or regulations of the public authorities on the date of the fulfillment of the contract. CathyGraphics will endeavor to process product orders and fulfillment with the utmost thoroughness.

4.11 CathyGraphics is empowered (but not obliged) to control content from clients (photos, drawings, documents) and to reject or eliminate them at its own discretion.

4.12 Given the highly customizable nature of the drawings produced upon request of a client the production times are purely indicative and depend on the complexity of the request. Any order of this type of product/service is non-reversible and non-refundable.

## 5. Delivery

5.1 CathyGraphics makes every effort to dispatch postal items on time and have them delivered to the correct address. However, the CathyGraphics is not responsible for the late delivery of a postal item or the arrival at an incorrect address.

5.2. The address communicated by the customer to CathyGraphics is valid as the destination of the delivery.

## 6. Security and the Internet

CathyGraphics will take appropriate security measures to protect the service against the risk of unauthorized access or change, destruction or loss of data and personal information entered by the client, but CathyGraphics cannot give any guarantees to this effect.

## 7. Liability

7.1 CathyGraphics accepts no responsibility with regards to any damage which the client may experience as a result of the service performance of CathyGraphics.

7.2 CathyGraphics and/or its subcontractors accept no responsibility for any damage, which may occur as a result of any of the following: The use of this website, viruses, defects or other imperfections of other equipment and other software relating to the access or use of the website; the change, interception or improper use of information that is sent to the user and/or to CathyGraphics; the availability and/or operation of the website; the abuse or wrongful or improper use of the website; loss or transformation of data, downloading or use of drawings, for example; information and/or data from the website; and/or third party remedies relating to access or use of the website.

## 8. Force majeure

CathyGraphics is not bound by any obligation whatsoever to execute the service if CathyGraphics is prevented from doing so due to a fault which is not attributable to CathyGraphics. A non-attributable fault exists, for example, if CathyGraphics is not able to meet its obligations towards the client following a fault not attributable to third parties to which CathyGraphics calls upon during the execution of the service, or as a result of suppliers such as telecommunications or postal service providers.

## 9. Price and payment

9.1 The client is liable for paying the price for the chosen service/product. The price is either as published on the website or as communicated to the client prior to the electronic confirmation of the order by the client. This electronic confirmation can be made in various ways: via the website, via email, via a message using social media channels, or on paper.

9.2 Insofar as it is applicable, the payment mentioned on the website includes the value added tax payable (VAT) or the commercial taxes applicable in Canada. We do not charge VAT on the shipping costs, as we deliver the stamps in your name and on your behalf.

9.3 The client pays the costs of transmission and internet access himself / herself.

9.4 The client is required to pay for the service including transportation services via one of the payment methods offered.

9.5 All payment orders are either processed through a specialized payment provider (a Payment Service Provider), or through any other channel accepted by CathyGraphics prior to closing the contract. The general conditions of the Payment Service Provider concerned apply to payment orders in case that provider is chosen.

9.6 CathyGraphics reserves the right to refuse certain orders in the event that the client has already ordered products in the past without payments received as expected and/or if we have noticed other irregularities.

9.7 Orders are executed by CathyGraphics at the time payment has been made.

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9.8 The prices are specified per product in the product overview on our website, or by the means of an individualized Statement of Work. CathyGraphics reserves the right to modify the prices.

Subject to typing errors.

9.9 The client is required to immediately communicate any inaccuracies relating to the payment data provided or mentioned to CathyGraphics.

9.10 If the amount owed by the client cannot be debited from the account number communicated (in case of a single automatic collection authorization) or if CathyGraphics is not able to collect the amount due, CathyGraphics will send a summons to the client with the request to transfer the amount due to CathyGraphics himself/herself. This summons mentions a period during which the amount must be paid.

9.11 If the payment period has expired, CathyGraphics will charge an amount of 20 CAD in addition to your amount due to administrative costs. By accepting these general conditions, you expressly agree to these administrative costs.

## 10. Right of revocation

### **For the delivery of services and/or products:**

10.1 The client is authorized to cancel the contract within 4 hours of the completion of said contract in accordance with article 3.1, by means of an electronic written communication on this subject to CathyGraphics. Exceptions are detailed under 4.12 and 10.5.

10.2 If the payment due has been made before the client canceled the contract (as per article 10.1), then the client can choose to receive a refund within 30 days, or alternatively receive an option for a future order at the same value. This option remains valid for 1 month after the date of cancellation.

### **Exclusion of the right of revocation:**

10.4 CathyGraphics may exclude the client's right of revocation provided that it is specified in paragraph 10.5.

10.5 Exclusion of the right of revocation is possible for products:

- which are made by CathyGraphics in accordance with consumer specifications: exclusive

drawings produced at the request of a client; comics; caricatures; and tribute designs.

- which are clearly personal by nature.

The cooling-off period as referred to in some legislation does not apply.

## 11. Intervention by third parties

CathyGraphics is authorized to involve third parties for the realization of the service (or parts of the service).

## 12. Use of personal data and privacy

CathyGraphics pays great attention to the protection of the personal data of its customers and has established a privacy policy applicable to the service. This policy consists of keeping only personal information directly related to the provision of service to the customer. If third parties are used to provide the service, the same rule applies. By placing an order, the client accepts this privacy policy.

## 13. Customer service

For any questions and/or complaints regarding the service, the customer can contact Customer Service via the Internet. Customer Service can be reached via the "Contact" link on the website. Accessibility: Monday to Friday from 8 a.m. to 5 p.m., with the exception of public holidays in Montreal/Canada.

## 14. Complaints

14.1 Complaints relating to the performance under contract must be submitted in good time, complete and clearly specified to CathyGraphics, after the customer has noted the defect(s).

14.2 Complaints lodged with CathyGraphics are answered within 14 days of the date of receipt. If it becomes obvious that a complaint requires a longer processing time, CathyGraphics responds within 14 days with a confirmation of receipt and indicating when the client can expect a more detailed response.

## 15. Intellectual property rights

15.1 The content of the website (including the illustrations of the CathyGraphics collection, texts, graphic materials and logos) is the property of CathyGraphics or of third parties linked to CathyGraphics and is protected by intellectual property rights. Therefore, it is prohibited to modify, publish, reproduce, multiply (including downloading), sell, distribute, exhibit, in any way, or use it in any other way, without prior explicit consent of CathyGraphics and/or its licensors.

15.2 Nothing that is included in the service will be understood as the granting of a license or other right (of use) nor any other intellectual property right of CathyGraphics and/or its licensors.

15.3 It is prohibited to publish links to the CathyGraphics website or to companies and/or websites related to CathyGraphics without the explicit prior written permission of CathyGraphics.

15.4 Notwithstanding articles 15.2 and 15.3, it is possible to share certain drawings, that is, the tributes, on social networks, via the links on the CathyGraphics.com site.

15.4 If you believe that any material on your part is being used illegitimately and multiplied in such a way that copyright is affected, please contact: [info@CathyGraphics.com](mailto:info@CathyGraphics.com)

## 16. Modification of the General Conditions

The general conditions and the prices mentioned on the website can always be modified by CathyGraphics.

## 17. Final clauses

17.1 Canadian law is applicable to all contracts.

17.2 Disputes between CathyGraphics and the client are to be dealt with by the court in Montreal.

## 18. Disclaimer

By visiting or using this website, you agree to these conditions. We do not guarantee that the website will function flawlessly.