

Privacy Policy:

Mark Anderson Art Statement of Privacy.

Mark Anderson Art is committed to protecting your privacy. This Statement of Privacy applies to Mark Anderson Art Web site and governs data collection and usage at all Mark Anderson Art sites and services; it does not apply to other online or offline sites, products or services. Please read the Mark Anderson Art Statement of Privacy. Mark Anderson Art is an eCommerce web site. Personal information of all users is collected, used and disclosed as described in this Statement of Privacy.

Collection of your Personal Information

As an e-Commerce Web site, Mark Anderson Art collects personal information, such as your e-mail address, name, home or work address or telephone number. Information collected by Mark Anderson Art is used solely for the purpose of billing and shipping your online purchases. Mark Anderson Art does not collect any information about your computer hardware and software.

Mark Anderson Art encourages you to review the privacy statements of Web sites you choose to link to from Mark Anderson Art so that you can understand how those Web sites collect, use and share your information. We are not responsible for the privacy statements or other content on Web sites outside of the Mark Anderson Art Web site.

Use of your Personal Information

Mark Anderson Art and its operational service partners collect and use your personal information to process product orders and deliver the products requested. It is possible that Mark Anderson Art may also use personal information to inform you of other products or services available from Mark Anderson Art and its affiliates. Mark Anderson Art may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Mark Anderson Art does not sell, rent or lease its customer lists to third parties. Mark Anderson Art may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your personal information (e-mail, name, address, telephone number) is not transferred to the third party.

We occasionally hire other companies to provide limited services on our behalf, such as handling the processing and delivery of mailings, providing customer support, processing transactions, or performing statistical analysis of our services. We will only provide those companies the personal information they need to deliver the service. They are required to maintain the confidentiality of your information and are prohibited from using that information for any other purpose.

Mark Anderson Art does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Mark Anderson Art may access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Mark Anderson Art or the site; (b) protect and defend the rights or property of Mark Anderson Art including its Web site; or (c) act under exigent circumstances to protect the personal safety of users of Mark Anderson Art or the public.

Personal information collected on this site may be stored and processed in the United States or any other country in which Mark Anderson Art or its affiliates, subsidiaries or agents maintain facilities, and by using this site, you consent to any such transfer of information outside of your country. Mark Anderson Art abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data.

Control your Personal Information

Mark Anderson Art offers its customers choices for the collection, use and sharing of personal information. You may notify us of your preferences by emailing webmaster@markandersonart.com. Please be sure to provide complete account information so we can identify you in our records.

You may also stop the delivery of future promotional e-mail from Mark Anderson Art by responding directly to any email you receive with a request to remove you from the mailing list

Security of your Personal Information

Mark Anderson Art is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access, that are located in controlled facilities. When we transmit highly confidential information (such as a credit card number) over the Internet, we protect it through encryption throughout.

Changes to this Statement

Mark Anderson Art will occasionally update this Statement of Privacy to reflect company and customer feedback. If there are material changes to this Statement or in how Mark Anderson Art will use your personal information, Mark Anderson Art will prominently post such changes prior to implementing the change. Mark Anderson Art encourages you to periodically review this Statement to be informed of how Mark Anderson Art is protecting your information.

Terms and Conditions:

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Mark Anderson Art's relationship with you in regard to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Mark Anderson Art' or 'us' or 'we' refers to the owner of the website whose registered office is [address]. Our company registration number is [company registration number and place of registration]. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties:

- Name
 - Telephone Number
 - Address
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
 - Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
 - This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
 - All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
 - Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
 - From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
 - Your use of this website and any dispute arising out of such use of the website is subject to the laws of United States of America.

Return Policy:

Refund/Exchange Policy

Returns are not accepted

Order Cancellation Policy

Please submit any **cancellation** via email to webmaster@markandersonart.com.

Email cancellations must contain the following: First name, last name, order number, and email address. This information must be identical to the information originally submitted on your order. Please provide contact information so that we may contact you if we have questions in regards to canceling your order.

Every effort will be made to accommodate the cancellation of your order, providing your order has not been charged and/or shipped out. In the event that a cancellation was submitted (via email or phone), and your order was shipped out after, we will gladly refund the complete balance charged including shipping. However, if the cancellation was documented as received after the order was shipped, we will refund the merchandise total less shipping.

Warranty Policy

Shipping Costs

Customer assumes all costs in shipping to us, and we assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of such a shipping upgrade is to be paid by the customer prior to shipment.

Warranty Procedure

We suggest you contact our tech support team first by posting a question in our Help Desk to determine whether the item is indeed defective before shipping. Then make an online return merchandise authorization (RMA) request. See Return Policy for more details. No phone call or email is necessary!

90-Day Warranty

All products (unless specifically stated otherwise), carry an implied, industry-standard 90-Day warranty against defects due to manufacturing or failure. Warranty does not include any use of the product that does not fall into the designed use of the product as intended by the manufacturer.

One-Year Warranty

All parts (except refurbished items) come with a warranty against manufacturer defect or failure for a period of one year from the date of purchase. This warranty covers replacement or repair of the product, which is determined by availability, or vendor, and the time of purchase. Replacement is often used within 30 days after purchase with the same product or like product when direct replacement is unavailable. Repair is often necessary for items purchased more than 30 days prior.

Manufacturer Warranty

Manufacturers sometimes offer additional warranty for the following products: (...name products here). Customers should contact the manufacturer after warranty expires.

Lifetime Warranty

Lifetime warranty is given to all (name products here). This warranty is for replacement of like items only. Lifetime warranty does not cover items out of production if YourSite.com no longer stocks them. This warranty is valid only for the original buyer but not transferable. (Lifetime is defined as the lifetime of the product on the market. Outdated technology is not covered by lifetime warranty if the item is no longer available on the common market as a new product.)

Term/Termination of Web Hosting Agreement

a. The initial term of this Agreement shall be as set forth in the Order Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Customer. After

the Initial Term, this Agreement shall automatically renew. **ADDITIONALLY AFTER THE INITIAL TERM, YOU ACKNOWLEDGE, AGREE AND AUTHORIZE MarkAndersonArt.com TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION.** The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term."

b. This Agreement may be terminated

i. by either party by giving the other party thirty (30) days prior written notice (subject to an early cancellation fee payable by Customer as provided below),

ii. by MarkAndersonArt.com in the event of nonpayment by Customer,

iii. by MarkAndersonArt.com, at any time, without notice, if, in MarkAndersonArt.com's sole and absolute discretion and/or judgment, Customer is in violation of any term or condition of the this Agreement and related agreements, AUP, or Customer's use of the Services disrupts or, in MarkAndersonArt.com's sole and absolute discretion and/or judgment, could disrupt, MarkAndersonArt.com's business operations and/or

c. If you cancel this Agreement prior to the end of the Initial Term or any Term thereafter,

i. you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation,

ii. MarkAndersonArt.com shall refund to you all pre-paid fees for basic hosting services (shared, dedicated and/or managed) for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees and any discount applied for prepayment,

iii. you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term (other than basic hosting fees as provided in (ii) above) and (iii) you shall pay an early cancellation fee of \$XYZ. Any cancellation request shall be effective thirty (30) days after receipt by MarkAndersonArt.com, unless a later date is specified in such request.

d. MarkAndersonArt.com may terminate this Agreement

i. if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, by giving Customer as much prior notice as reasonably practicable or

ii. immediately by giving written notice to Customer, if MarkAndersonArt.com determines in good faith that Customer's use of the Customer Web site or the Customer Content violates any term or condition. If MarkAndersonArt.com cancels this Agreement prior to the end of the Term for your breach of this Agreement and related agreements, the Customer's use of the Services disrupts, MarkAndersonArt.com shall not refund to you any fees paid in advance of such cancellation and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term and MarkAndersonArt.com shall have the right to charge you an administrative fee of \$50.00.

e. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which MarkAndersonArt.com may be entitled.

Out of Stock Policy

- The most important thing to keep in mind when ordering is that our stock balances fluctuate throughout the day with sales demand and stock that we receive from the manufacturers. Items are constantly being sold and our stock is constantly being replenished. If the item is identified as "Out of Stock", we can special order the item for you and ship it as soon as we get it. Most items ship within 2 weeks.
- Just because the item you ordered is NOT identified as out-of-stock does not necessarily mean that it will be in-stock at the moment you order it. We will notify you if the item you ordered is out-of-stock. We first try to reply via email and give you 3 days to reply. If we have not heard from you we will then try to call you at the numbers you provide with your order. Be sure to give us your current email address and phone number.
- Some items are listed for sale on our web site that have not been released from the manufacturer yet. We place these items on the web site so that consumers may pre-order the items. Preorders are reserved with payment up front on a first come, first served basis. You may also request to be placed on a "notify list" and we will let you know when products are in-stock and available for delivery. Be advised that prepaid orders always get priority for delivery.
- Many out-of-stock items are excellent products and are available for purchase, but we do not always stock these items in inventory. We will be happy to special order these items for you in a timely fashion. Again, most items ship within 2 weeks.