
TERMS & CONDITIONS

TERMS OF USE

Last modified: 15. July 2016

CONSENT TO TERMS

Please read this terms of use before using the NOD website and applications, platforms or services or any features of this site in any way. By using any of the NOD services, you agree to be bound by this terms of use and NOD's privacy policy. If you do not agree to this terms of use and the privacy policy, please exit the NOD services and do not use the NOD services or any of their features. We reserve the right, to modify, add or delete portions of these terms of use or the privacy policy at any time. We will do this by posting updated terms of use and the privacy policy on the NOD services. Any modifications, additions or deletions of these terms of use or the privacy policy shall be effective immediately upon posting. You must consult the most recent version of these terms of use each time you view the website. If you continue to use the NOD services after the posting of the updated terms of use or the updated privacy policy it means that you agree with this changes.

PARTICIPATING ARTISTS

The works of art, who are accepted will be included on the NOD website, NOD Facebook page and Vimeo.

All artists have the right to request by email that their work on the NOD website be deleted at any time. Artists are responsible for ensuring that NOD always has their current email address so we can

contact them if there are any issues. If an artist can not be reached within 6 month, their works will be deleted from the NOD website.

For privacy reasons, NOD does not disclose personal information to third parties. Artists can decide whether they want to get in touch with possible buyers or galleries. NOD does NOT charge any commission on sales or collaborations with galleries.

NOD is NOT involved in the sale of an artwork or the collaboration with a gallery! All transactions are conducted directly between the artist and the buyer or the gallery.

Interested galleries and prospective buyers can contact the artist directly via the NOD website. The artist alone decides if he wants to get in contact with the interested party. For privacy reasons, no personal data will be given to third parties. NOD mediated only the contact. All further steps are only discussed by the artist and the buyer/gallery. Once contact has been made NOD is no longer involved. With his application the artist automatically declare their agreement to the regulations. These authorize NOD to publish and distribute the works which the artist provide to us for marketing reasons. The artist also agrees with the data protection provisions you find below.

COPYRIGHT

Except where otherwise indicated, the NOD owns or licenses the copyright in all the materials on the NOD website, including texts, graphics, logos, audio clips, video clips and photographs.

You acknowledge that you may not use any of the NOD website content for any purpose without our prior express written permission.

Limitation on your use of NOD content

You may not modify, remove, delete, augment, add to, publish, transmit or participate in the transfer or sale of NOD content. You may not create derivative works from NOD content in whole or in part. You may not upload, post, reproduce or distribute in any way NOD content protected by copyright, or other proprietary right, without prior permission of the owner of the copyright or other propriety right.

To the extent that we allow you, through the on-line services, to obtain and use copies of any NOD content, we grant you a strictly limited, freely revocable, non-transferable use of NOD content for private, non-commercial purposes by publishing, posting, or displaying it on your Facebook page, provided that

- you include without modifications all copyright and other proprietary rights contained in the content,
- you do not modify the content,
- you do not use the content in a manner, that suggests that NOD promotes your, or any third party`s causes, ideas, products, sites, applications, platforms or services, and
- you do not use the content in any way that is unlawful or harmful to any other person or entity.

User Content

When accessing or using the online service, you may have the opportunity to post, display, communicate, or otherwise disseminate text, images, or other media that you create (called “user content”). You acknowledge that user content that you post to or via the online services constitutes a non-private communication.

By posting user content to or via the online services, you thereby grant the NOD a perpetual, non-exclusive, unrestricted licens to use such user content for any purpose, commercial or otherwise.

NOD reserves the right to screen, refuse to post, remove or edit user content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do

so. If we have questions about your user content, we have the right, but not the duty, to contact you for further informations, including, for example, to verify that you own the copyright or other right to post the user content.

COSTS

The platform NOD is free of charge and financed by sponsors. No charges are made to the artists and the galleries/buyers. In the event that cooperation between an artist and a purchaser or a gallery takes place, NOD rejects any liability for disputes between them.

LIMITATION OF LIABILITY

In no event shall NOD be liable for damages of any kind, under any legal theory, arising out of or in connection with your use of, or inability to use, the NOD website or any content on the website, including any direct, indirect, special, incidental, consequential or punitive damages (including but not limited to personal injury, pain and suffering, emotional distress, loss of profits, loss of business, loss of use, loss of goodwill and loss of data), and whether or not caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The limitation of liability does not affect any liability which cannot be excluded or limited under applicable law.

PRIVACY POLICY

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Data protection provisions

NOD respects your person and your private sphere. Likewise we wish to ensure the protection of your personal data and the possessing of it in accordance of the law.

All personal data obtained via the NOD website may be used for marketing purposes only. NO RIGHTS (rights of use, rights to intellectual property etc.) are acquired by accessing, downloading or copying of pages! The complete or partial transmission (electronically or other ways), reproduction, modification, linkage or use of the portal for public or commercial purpose is prohibited without a prior written agreement of the NOD.

Links to the NOD services and links to third-party sites

NOD takes no responsibility for links from other websites to the NOD website nor for links from the NOD website to third party websites. These pages are neither maintained nor supervised by NOD. NOD rejects all responsibility for the content of the linked pages or their data protection.

The NOD service include a tool that allows you to sign in using information from your account with a third-party service, such as Facebook, Twitter, Google ets. Please be aware that third-party services are unrelated to NOD and that your use of any third-party services is subject to the terms and polices of these services.

The most modern security technology is employed to protect data against an unauthorized access or possessing. However no liability can be accepted for the security of data transmitted over the Internet. The Internet is an open network accessible by everyone and it is by its nature not secure. NOD

rejects any liability for the security of data during during its transmission over the Internet.

You have the right at any time to be informed of your stored personal data, to correct and to demand the delation of them.

The possessor of the data collection is NOD, www.notonlydecoration.wix.com/nodweb

You can reach us under the following email adress: notonlydecoration@gmail.com

On the NOD website you can xy(order products, sign up for information updates, make donations and register to attend events etc...Was du halt vor hast??). Following are the types of personal information collected:

- Name
- Email Address
- Country and City
- Credit/Debit Card Information
- Date of Birth (DOB)
- Adress

When you use the public areas of our website, you are doing so anonymously.

How we use the information

We do not provide your personally identifying information to the public.

We use the information you provide about yourself when conducting a transaction to complete that transaction only. We do not share this information with outside parties except to the extent necessary to complete your request (like you are interested in buying an artwork etc).

We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Your Choices

If you would no longer like to be part of the NOD or receive information from us you can order the deletion of your data at any time with no reason.

Updates

From time to time, we may update this Privacy Statement. We will notify you of any material changes to our Privacy Statement by updating this page. We encourage you periodically to check this site to learn about the information we collect, use, and share. Your continued use of the Site affirms your agreement to such changes.

QUESTIONS

If you have any question about these terms of use or the privacy policy, please contact NOD.

DONATE BUTTON

By donating to NOD you help...
Your personal information is encrypted and transmitted without risk using a secure protocol.

Your donation will be tax-deductible.

NOD - Not Only Decoration

email: notonlydecoration@gmail.com
website: <http://notonlydecoration.wix.com/nodweb>
facebook: Not Only Decoration

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