

CONSUMER-FACING ONLINE TERMS & POLICIES

*This integrated document contains the **Terms & Conditions**, **Privacy Policy**, **Shipping Policy**, and **Returns & Refund Policy**.*

All consumer-facing sections apply to website users and buyers.

1. TERMS & CONDITIONS

1.1 About Mosaic Arts

Mosaic Arts is an independent art platform based in Los Angeles. We present artists, artworks, editorial features, and selected works available for inquiry or purchase.

1.2 Artwork Information

We make reasonable efforts to present artwork details accurately, including artist's name, title, medium, dimensions, edition information, condition, and price. However, images may vary slightly from physical artwork due to lighting, screen settings, photography, framing, or natural material differences. Minor variations do not constitute defects.

1.3 Availability and Pricing

All artworks are subject to availability. Prices may change without notice before purchase confirmation. An item placed in a cart is not reserved until the order is completed and payment is received.

1.4 Orders and Payment

Orders may be placed through our website or by direct inquiry. Mosaic Arts may accept credit card payments, PayPal, wire transfer, or other approved payment methods. Orders are not confirmed until payment has been successfully processed or otherwise approved by Mosaic Arts.

1.5 Artist Ownership and Intellectual Property

All artworks remain the intellectual property of the respective artists unless expressly stated otherwise. Purchasing artwork transfers ownership of physical artwork only. It does not transfer copyright, reproduction rights, licensing rights, merchandising rights, or any other intellectual property rights.

1.6 Website Content

All website content, including text, images, video, layout, graphics, logos, artist features, interviews, and editorial materials, is owned by or licensed to Mosaic Arts and may not be copied, reproduced, distributed, modified, or used commercially without written permission.

1.7 Collector Responsibility

Collectors are responsible for reviewing artwork details, dimensions, medium, shipping information, and applicable taxes or duties before completing a purchase.

1.8 Shipping, Insurance, Returns

Shipping, insurance, damaged goods, lost shipments, returns, and refunds are governed by our separate Shipping Policy and Returns & Refund Policy, which are incorporated into these Terms by reference.

1.9 Limitation of Liability

To the fullest extent permitted by law, Mosaic Arts shall not be liable for indirect, incidental, special, consequential, or punitive damages arising from use of the website, purchase of artworks, shipping delays, third-party services, or inability to access the website.

1.10 Governing Law

These Terms shall be governed by the laws of the State of California, without regard to conflict of law principles, unless otherwise required by applicable law.

1.11 Changes to These Terms

We may update these Terms from time to time. Updated versions will be posted on the website with a revised effective date.

1.12 Contact

Questions regarding these Terms may be sent to email shanshan.qiao@yahoo.com.

2. PRIVACY POLICY

2.1 Information We Collect

We may collect the following types of information:

- Name, email address, telephone number, billing address, shipping address, and other contact details.
- Order and purchase information, including artwork inquiries, order history, transaction records, and delivery details.

- Payment-related information is processed through third-party payment providers such as Stripe or PayPal. Mosaic Arts does not intentionally store complete credit card numbers on its own servers.
- Artist submission information, including artist biography, portfolio links, artwork images, statements, and related materials submitted to us.
- Newsletter preferences and marketing communication history.
- Website usage information such as device data, browser type, pages viewed, referring links, and cookie-related information.

2.2 How We Use Your Information

We use personal information for the following purposes:

- To respond to inquiries and provide information about artists, artworks, collections, exhibitions, and services.
- To process orders, payments, invoices, shipping, insurance, and customer support requests.
- To operate and improve our website, checkout flow, security, and user experience.
- To communicate with collectors, artists, partners, vendors, and service providers.
- To send newsletters, editorial updates, artist features, event invitations, or marketing communications when permitted.
- To comply with legal, tax, accounting, fraud prevention, and regulatory obligations.

2.3 Sharing Your Information

We do not sell personal information. We may share information only when reasonably necessary:

- With payment processors, shipping carriers, insurance providers, website hosting services, email service providers, analytics providers, and other operational vendors.
- With artists or studios when necessary to fulfill artwork orders, coordinate packaging, shipping, or related communications.
- With professional advisors such as accountants, legal counsel, or compliance consultants.
- When required by law, court order, government request, or to protect our rights, users, artists, or platform security.
- In connection with a business transfer, restructuring, merger, or sale of assets.

2.4 Cookies and Analytics

Our website may use cookies and similar technologies to understand site traffic, improve functionality, remember preferences, and support marketing or analytics. You may adjust your

browser settings to block or delete cookies, although some website features may not function properly.

2.5 Marketing Communications

If you subscribe to our newsletter or otherwise consent to receive updates, we may send you information about artists, artworks, exhibitions, editorial features, and Mosaic Arts projects. You may unsubscribe at any time by using the unsubscribe link in our emails or contacting us directly.

2.6 Data Retention

We retain personal information only as long as reasonably necessary for the purposes described in this Privacy Policy, including order fulfillment, customer service, legal compliance, accounting, recordkeeping, and legitimate business interests.

2.7 Data Security

We use reasonable administrative, technical, and organizational measures to protect personal information. However, no website, transmission, or storage system is completely secure, and we cannot guarantee absolute security.

2.8 Your Rights & Regional Disclosures

Depending on your location, you may have rights to access, correct, delete, restrict, or object to certain uses of your personal information, or to opt out of certain marketing communications. To exercise these rights, contact us at shanshan.qiao@yahoo.com.

For California residents, this includes specific rights under the California Consumer Privacy Act (CCPA), including the right to opt-out of the sale or sharing of personal information, which Mosaic Arts naturally adheres to by not selling your data.

2.9 Third-Party Links

Our website may link to third-party websites, social media platforms, payment processors, or shipping providers. We are not responsible for the privacy practices, content, or security of third-party websites.

2.10 Contact

Questions about this Privacy Policy may be sent to: Mosaic Arts, shanshan.qiao@yahoo.com.

3. SHIPPING POLICY

Introduction

This Shipping Policy applies to artwork and related items purchased through Mosaic Arts. Because artworks vary in size, medium, value, and location, shipping methods and timelines may differ by order.

3.1 Order Processing

Orders are typically processed within 7–21 business days after payment confirmation, unless otherwise stated on the artwork page or agreed in writing. Custom framing, special packaging, artist availability, holidays, or international documentation may require additional time.

3.2 Fulfillment Model

Mosaic Arts may ship artwork directly from an artist, studio, gallery partner, or approved fulfillment location. In some cases, the artist or studio may prepare and ship the artwork under Mosaic Arts coordination.

3.3 Domestic Shipping

For shipments within the United States, Mosaic Arts may use USPS, UPS, FedEx, art handlers, courier services, or other suitable carriers depending on the artwork type, size, value, and destination.

3.4 International Shipping

International shipping may be available for selected works. Delivery times, carrier availability, customs clearance, and import requirements vary by country. Mosaic Arts may use FedEx International, DHL, UPS, specialist art shippers, or other approved international carriers. Mosaic Arts currently ships worldwide.

3.5 Shipping Costs

Shipping costs are the responsibility of the collector unless otherwise stated by Mosaic Arts. Shipping charges may be calculated at checkout, quoted separately, or confirmed by email depending on the artwork, destination, packaging requirements, insurance coverage, and carrier rates. Shipping fees may include packaging, handling, carrier charges, insurance, signature confirmation, customs documentation, and special shipping requirements. Mosaic Arts reserves the right to offer complimentary shipping during selected promotions, exhibitions, or special events.

3.6 Insurance

Unless otherwise stated, artworks are shipped with transit insurance based on the declared value of the item. Insurance is included in the shipping arrangement and does not need to be separately purchased by the collector unless otherwise specified.

3.7 Packaging Standards

Artworks will be packaged with reasonable care according to the medium, size, fragility, and value of the work. Packaging may include protective wrapping, corner protection, rigid backing, double boxing, tubes, crates, or specialist art packaging when appropriate.

3.8 Signature Requirement

High-value or original artwork may require adult signature upon delivery. Collectors are responsible for providing a secure delivery address and being available to receive the shipment.

3.9 Customs, Duties, and Taxes

International collectors are responsible for any customs duties, import taxes, VAT, brokerage fees, tariffs, or local charges required by the destination country unless otherwise agreed in writing.

3.10 Tracking

Tracking information will be provided when available. Some specialist art shipments or courier arrangements may provide tracking or delivery updates by email rather than automated carrier links.

3.11 Delivery Issues

If a package is delayed, lost, or appears damaged in transit, collectors should contact Mosaic Arts immediately. Mosaic Arts will coordinate with the carrier, artist, studio, or insurance provider as appropriate.

3.12 Damaged Shipments

If an artwork arrives damaged, the collector must notify Mosaic Arts within 48 hours of delivery and provide photographs of the artwork, packaging, shipping label, and any visible damage.

3.13 Address Accuracy

Collectors are responsible for providing a complete and accurate shipping address. Mosaic Arts is not responsible for delays, misdelivery, or additional costs caused by incorrect or incomplete addresses.

4. RETURNS & REFUND POLICY

4.1 Original Artworks

All original artworks are final sale unless the artwork arrives damaged, the wrong artwork is delivered, or Mosaic Arts approves an exception in writing. Original artworks include paintings,

drawings, sculptures, mixed-media works, unique works on paper, and other one-of-one pieces.

4.2 Limited Edition Prints

Limited edition prints may be eligible for return within 14 days of delivery if returned in original condition, unused, unframed if originally shipped unframed, and with all certificates, packaging, and documentation included. Return shipping costs are the responsibility of the collector unless the item arrived damaged or incorrect.

4.3 Final Sale Items

The following items are final sale unless damaged or incorrect: original artworks, commissioned works, custom-framed works, special orders, discounted or promotional sale items, and any item marked Final Sale on the artwork page.

4.4 Return Authorization

All returns require written authorization from Mosaic Arts before shipment. Unauthorized returns may be refused. To request a return, contact [Insert Email Address] with the order number, artwork title, delivery date, and reason for return.

4.5 Return Condition

Returned items must be received in the same condition as delivered. Collectors are responsible for using appropriate packaging and insured shipping for approved returns. Damage caused during return transit may reduce or eliminate refund eligibility.

4.6 Damaged or Incorrect Items

If an artwork arrives damaged or incorrect, notify Mosaic Arts within 48 hours of delivery with photographs of the artwork, packaging, shipping label, and damage. **Collectors must retain all original packaging materials and shipping containers, as discarding them may void the transit insurance coverage and eliminate refund eligibility.**

4.7 Refund Processing

Approved refunds will be processed to the original payment method when possible. Shipping fees, customs duties, taxes, framing fees, handling fees, and insurance costs may be non-refundable unless required by law or approved by Mosaic Arts.

4.8 International Returns

International returns may be subject to customs procedures, taxes, brokerage fees, or re-import documentation. Collectors are responsible for any applicable international return costs unless the return is due to our error or a verified shipping damage claim.

4.9 Cancellations

Orders may be cancelled only before shipment or fulfillment preparation begins. Once an artwork has been packed, shipped, framed, or specially prepared, cancellation may not be available.

4.10 Contact

Return and refund questions may be sent to shanshan.qiao@yahoo.com.