

# REFUND & CANCELLATION POLICY

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This Refund and Cancellation Policy (hereinafter referred to as the "Policy") is a legally binding document that governs the terms, conditions, procedures, and limitations relating to cancellations, refunds, exchanges, and returns on this art marketplace platform ("Platform", "we", "our", or "us"). By accessing the Platform and completing any transaction, you expressly acknowledge that you have read, understood, and agreed to be bound by the provisions of this Policy in its entirety. This Policy is designed to ensure fairness, transparency, and operational feasibility while protecting the interests of artists, buyers, and the Platform.

## 1. Strict No Cancellation Policy

Once a payment has been successfully completed through the Platform, the order shall be deemed final, binding, and non-cancellable under any circumstances whatsoever.

This strict policy is implemented due to the unique and often one-of-a-kind nature of artworks, as well as the operational commitments made by artists immediately upon order confirmation.

Users are strongly advised to exercise due diligence, carefully review artwork details, descriptions, dimensions, and pricing before proceeding with payment.

## 2. Exchange Eligibility and Window

In the event that a buyer is dissatisfied with the artwork received, the buyer may initiate a request for exchange strictly within a period of 3 days from the date of confirmed delivery.

Any request made beyond this stipulated timeframe shall not be entertained under any circumstances, except at the sole discretion of the Platform.

The exchange facility is provided as a goodwill mechanism and shall not be construed as an absolute right.

### **3. Mandatory Unboxing Video Requirement**

In order to ensure transparency, authenticity, and fair assessment of claims, it is mandatory for buyers to record a clear and continuous unboxing video at the time of opening the delivered package.

The video must clearly show the sealed package, the process of opening, and the condition of the artwork upon first inspection, without any cuts, edits, or interruptions.

Failure to provide such an unboxing video at the time of raising a complaint or exchange request shall result in automatic rejection of the claim, without any exceptions.

This requirement is essential to prevent fraudulent claims, misuse of the Policy, and disputes regarding the condition of the artwork at the time of delivery.

### **4. Inspection and Quality Check (QC) Process**

All returned artworks shall undergo a mandatory inspection and quality check (QC) conducted by an authorized pickup agent or logistics partner designated by the Platform.

The pickup agent shall examine the artwork at the time of collection to verify its condition, authenticity, and compliance with return criteria.

The exchange process shall proceed only upon successful verification and approval following this inspection.

If any discrepancy, damage, alteration, or usage is detected, the exchange request may be denied at the sole discretion of the Platform.

## **5. Conditions for Return and Exchange**

The artwork must be returned in its original condition, unused, undamaged, and with all original packaging materials, tags, and protective coverings intact.

Any deviation from the original condition, including minor wear, scratches, stains, or tampering, shall render the item ineligible for exchange.

The burden of proof regarding the condition of the artwork shall lie with the buyer.

## **6. Processing Timeline**

Upon successful completion of the inspection and approval process, the exchange shall be initiated.

The entire process, including return logistics, quality check, approval, and dispatch of replacement artwork, may take approximately 10 - 15 business days.

Users acknowledge that delays may occur due to logistical constraints, artist availability, or unforeseen operational circumstances.

## **7. Refund Policy**

As a general rule, the Platform follows a strict no-refund policy, and all valid cases shall be resolved through exchange only.

In rare and exceptional circumstances, refunds may be issued at the sole discretion of the Platform, without establishing any precedent.

## **8. Custom Artwork Orders**

Custom, commissioned, or made-to-order artworks are strictly non-returnable, non-exchangeable, and non-refundable due to their personalized nature.

Buyers are advised to clearly communicate requirements and expectations before placing such orders.

## **9. Damaged or Incorrect Deliveries**

If the artwork received is damaged, defective, or incorrect, the buyer must notify the Platform within 48 hours of delivery, along with supporting evidence.

Such cases shall be reviewed and may qualify for exchange subject to verification and compliance with this Policy.

## **10. Prevention of Abuse**

The Platform reserves the right to reject any request that appears fraudulent, abusive, or inconsistent with this Policy.

Repeated misuse may result in suspension or termination of the user account.

## **11. Limitation of Liability**

The Platform shall not be liable for any indirect, incidental, or consequential damages arising from the return or exchange process.

Our liability shall be strictly limited to facilitating the exchange in accordance with this Policy.

## **12. Amendments**

We reserve the right to modify or update this Policy at any time without prior notice.

Continued use of the Platform constitutes acceptance of the revised Policy.

## **13. Contact**

For any queries regarding this Policy, contact: your-  
poiesis.art.gallery.pag@gmail.com