

## PERMITTED USAGE OF THE WEBSITE

### ***LEST WE FORGET AUCTION.CA***

#### ***Terms of Use of this website***

The following describes the terms (the “Terms” that govern your use of the *Lest We Forget Auction website*, and the services and goods provided through the *Lest We Forget Auction website*). Your use of the *Lest We Forget Auction website* constitutes your agreement to all of the Terms. If you do not agree with any of the Terms you may not use the *Lest We Forget Auction website*.

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<https://www.lestweforgetauction.ca> ; <https://www.lestweforgetauction.com> ;  
<https://www.treborartgallery.com> ; <https://www.treborgallery.com> ;  
<https://www.georgesrobert.com> . These domains are to be used for the auction, the sale and sale of products derived from the paintings offered by the TREBOR ART GALLERY, the artist Trebor and Georges Robert.

#### **Content**

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use the Lest We Forget Auction website in any manner which could damage, disable, overburden or impair the Lest We Forget Auction website or interfere with any other party's use and enjoyment of the Lest We Forget Auction website.

## **Modification**

TREBOR ART GALLERY reserves the right to change or modify the terms, conditions, and notices under which you may use Lest We Forget Auction website. TREBOR ART GALLERY will post all changes or modifications to these Terms on Lest We Forget Auction website. Each use of Lest We Forget Auction website will constitute your acceptance of the Terms posted on Lest We Forget Auction website at that time.

## **Your Information**

TREBOR ART GALLERY is committed to protecting the privacy of its online guests and customers. We only collect personally identifiable information that you provide or that is otherwise provided to us on your behalf. Unless we advise otherwise, your information will only be used for the purpose for which it was provided or to contact you.

When placing a bid or purchasing a painting or to make a purchase of a derivative product of the painting, we will ask you to provide only the personally identifiable information necessary to complete the transaction including your name, billing and shipping addresses, telephone number, and credit card number. We also require your e-mail address so you can receive order and shipping confirmation e-mails and so we can communicate with you if there is any follow-up required in processing your order.

## **Shipping**

Shipping is available to most destinations within Canada, the U.S. and major International locations for all derivative products of the painting. The shipping costs and any other associated expenses are the responsibility of the buyer. TREBOR ART GALLERY will make every effort possible to ship your purchases in a timely manner. Every effort is made by TREBOR ART GALLERY to use the most reliable and cost-effective shipping companies.

## **Return Policy**

Please refer to our "Return Policy" PDF that is located at the footer of this website.

## **Currency**

All gallery and online prices are in Canadian dollars unless otherwise specified. Any discrepancy between the online price and the art gallery price, the online price will prevail.

## **Payment**

*TreborArt* and the *LestWeForgetAuction* websites uses Stripe software to process payments using your credit card. Major credit cards such as Visa, MasterCard, American Express, etc. are accepted. You will receive an email notification/receipt to confirm that TREBOR ART GALLERY has received your order and confirms your auction bid, painting purchase or payment towards the purchase of a derivative product of the painting.

Listed purchase prices for paintings and/or derivative products of the original painting do not include shipping costs, customs, brokerage, and applicable taxes. These additional costs will be added when required to the purchase price and available for your consideration on your invoice.

## **Duties**

*To our USA customers:* TREBOR ART GALLERY cannot predict any applicable fees individual States may require for web purchases after the fact. All applicable import and duty fees are the responsibility of the purchaser.

*Other Countries:* Most nations allow the importation of original artwork duty-free. If unsure, check with your country's importation duty requirements about the purchase and shipping of artwork. All applicable import and duty fees are the responsibility of the purchaser.

## **Indemnity**

You agree to indemnify, defend and hold harmless TREBOR ART GALLERY, *TreborArt.com*, *LestWeForgetAuction.ca* websites and its respective agents, directors, officers, employees and licensors, and all other related, associated, or connected persons (collectively, the "Indemnified Parties") from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and expenses, incurred by the Indemnified Parties in connection with any claim or demand arising out of, related to, or connected with the use of the *LestWeForgetAuction.ca* and *TreborArt.com* websites by you or your breach of this agreement. You will assist and co-operate as fully as reasonably required by the Indemnified Parties in the defense of any such claim or demand.

## **Links to Other Websites**

Links to external websites (the "Linked Sites") are provided only as a convenience and do not constitute an endorsement by TREBOR ART GALLERY of the owners or operators of the Linked Sites, an endorsement of the content, products, advertising or other materials contained in the Linked Sites, or any association between TREBOR ART GALLERY and the Linked Sites. TREBOR ART GALLERY is not in control of any of the Linked Sites and is not responsible for the contents of the Linked Sites, including without limitation any link contained in the Linked Sites or any changes or updates to the Linked Sites.

## **Miscellaneous**

## **1. Survival – Severability - Termination**

The disclaimer, limitation of liability and indemnity provisions in these Terms will survive indefinitely after the termination of these Terms.

If any provision of these Terms is invalid or unenforceable under applicable law, then it will be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

These Terms will automatically terminate if you are in breach of any of the provisions contained herein. TREBOR ART GALLERY reserves the right, in its sole discretion, to suspend or terminate your access to the *TreborArt.com* and *LestWeForgetAuction.ca* websites and the related services or any portion thereof at any time, without notice. Upon any such termination you may no longer access and/or use the *TreborArt.com* and *LestWeForgetAuction.ca* websites.

TREBOR ART GALLERY may, in its sole discretion, change, suspend or terminate, temporarily or permanently, the Lest We Forget Auction website or any part of it or any of its features at any time, for any reason, without any notice or liability to you or any other person.

## **2. Governing Law and Jurisdiction**

If these Terms or your permission to use the *TreborArt.com* and *LestWeForgetAuction.ca* websites is terminated by you or the TREBOR ART GALLERY for any reason, these Terms will nevertheless continue to apply and be binding upon you in respect of your prior use of the *TreborArt.com* and *LestWeForgetAuction.ca* websites and your purchases of goods and services through the *TreborArt.com* and *LestWeForgetAuction.ca* websites and anything connected with, relating to or arising from those matters.

These Terms shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. You hereby expressly consent to the sole and exclusive jurisdiction and venue of the courts of the Province of Quebec, located in the city of Gatineau for any legal proceeding arising out of or relating to your use of the *TreborArt.com* and *LestWeForgetAuction.ca* websites.

## **ADDITIONAL QUESTIONS**

Any additional question can be directed by email to [info@treborart.com](mailto:info@treborart.com)

Last modified January 22, 2021