

(French version below)

Terms & Conditions

LAST UPDATED: January 10, 2026

Welcome to www.randahijazi.com ("Website").

This Website is owned and operated by Randa ("we," "us," or "our"). By accessing or using this Website, you agree to be bound by the following Terms of Use ("Terms"). If you do not agree, please do not use the Website.

1. Use of the Website

You may use the Website for personal, non-commercial purposes and in accordance with these Terms.

You agree not to misuse the Website, interfere with its operation, attempt to access restricted areas, or use the Website in any way that violates applicable laws in Canada.

2. Intellectual Property

All content on the Website—including artworks, images, text, graphics, and design elements—is the exclusive property of Randa (or used with permission) and is protected under Canadian and international copyright and intellectual property laws.

All artworks are also protected through COVA-DAVA.

No content may be copied, reproduced, distributed, stored, modified, or used in any manner—especially for commercial purposes, NFT creation, or AI training—without our express written permission.

3. Original Artworks and Descriptions

The Website presents original artworks only. We do not offer prints or mass reproductions.

We strive to ensure that all descriptions, titles, and images are accurate. However:

- Colors and details may appear differently depending on your screen and device settings;
- Availability of artworks may change at any time without notice;
- The presence of an artwork on the Website does not guarantee its availability. Availability is confirmed individually upon enquiry.

4. Pricing

Where prices are shown or communicated:

- All prices are listed in USD (United States Dollars);
- Prices are subject to change at any time prior to written confirmation of sale;
- Shipping, insurance, customs duties, taxes, and any applicable fees are discussed and agreed upon separately, as the Website does not operate an automated checkout system;
- Any currency exchange rates or banking fees applied by your financial institution are your responsibility.

5. Sales, Returns, and Refunds

The Website does not function as a full e-commerce platform. Acquisitions are handled through direct enquiry and confirmation.

- An artwork is considered sold only when we confirm the sale in writing and full payment has been received;

- Due to the unique nature of original artworks, all confirmed sales are final;
 - We do not accept returns or exchanges due to change of mind;
 - If an artwork arrives damaged in transit, you must contact us within 7 days of receipt and provide clear photographs of the packaging and the artwork. We will review the situation and work with the shipping provider to determine an appropriate resolution where possible.
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6. Third-Party Services

We may use third-party services for hosting, email communications, shipping, payment processing, or analytics.

We are not responsible for the content, policies, or practices of third-party services. Your use of such services is at your own risk and subject to their respective terms and policies.

7. Limitation of Liability

To the fullest extent permitted by applicable laws in Canada, we disclaim all warranties, express or implied, regarding the Website and its content.

We shall not be liable for any indirect, incidental, special, or consequential damages arising from:

- Your use of or inability to use the Website;
- Any decision to enquire about, reserve, or purchase an artwork based on information provided on the Website.

Our total liability in connection with any artwork transaction shall not exceed the amount actually paid for the artwork in question.

8. Governing Law

These Terms are governed by the laws of Canada.

Any dispute arising out of or in connection with these Terms or the use of the Website shall be subject to the jurisdiction of the competent courts in Canada.

9. Privacy

Our handling of personal information is described in our Privacy Policy, which forms part of these Terms by reference.

10. Force Majeure

We shall not be held liable for any delay or failure to perform our obligations under these Terms where such delay or failure results from events beyond our reasonable control, including but not limited to natural disasters, fire, flood, pandemics, labor disputes, technical failures, internet interruptions, governmental actions, customs restrictions, or other unforeseeable circumstances.

In such cases, performance of the affected obligations shall be suspended for the duration of the force majeure event without liability on our part.

11. Severability

If any provision of these Terms is found to be unlawful, invalid, or unenforceable under applicable law, that provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions.

The remaining provisions shall continue in full force and effect.

(Version française)

Conditions d'Utilisation

DERNIÈRE MISE À JOUR : 10 janvier 2026

Bienvenue sur www.randahijazi.com (« le Site »).

Ce Site est détenu et exploité par Randa (« nous », « notre », « nos »). En accédant au Site ou en l'utilisant, vous acceptez d'être lié(e) par les présentes Conditions d'Utilisation.

1. Utilisation du Site

Le Site peut être utilisé à des fins personnelles et non commerciales, conformément aux présentes Conditions.

Vous vous engagez à ne pas perturber le fonctionnement du Site ni à l'utiliser en violation des lois applicables au Canada.

2. Propriété intellectuelle

L'ensemble du contenu du Site — incluant les œuvres, images, textes, graphismes et éléments de conception — est la propriété exclusive de Randa et est protégé par les lois canadiennes et internationales relatives à la propriété intellectuelle.

Toutes les œuvres sont également protégées par COVA-DAVA.

Aucune reproduction, modification, distribution ou utilisation, notamment à des fins commerciales, NFT ou entraînement d'intelligence artificielle, n'est autorisée sans consentement écrit préalable.

3. Œuvres originales et descriptions

Le Site présente uniquement des œuvres originales. Aucune reproduction en série n'est proposée.

Les couleurs peuvent varier selon l'écran.

La disponibilité peut changer sans préavis.

La présence d'une œuvre ne garantit pas sa disponibilité.

4. Prix

Les prix sont indiqués en USD.

Ils peuvent être modifiés avant confirmation écrite.

Les frais d'expédition, taxes et douanes sont convenus séparément.

Les frais bancaires ou de conversion sont à la charge de l'acheteur.

5. Ventes et retours

Les acquisitions se font par demande directe.

Une œuvre est considérée vendue après confirmation écrite et paiement complet.

Les ventes sont finales.

En cas de dommage lors du transport, contactez-nous sous 7 jours avec photos justificatives.

6. Services tiers

Nous pouvons utiliser des prestataires tiers.

Nous ne sommes pas responsables de leurs pratiques ou politiques.

7. Limitation de responsabilité

Dans les limites permises par la loi canadienne, nous excluons toute garantie.

Notre responsabilité totale ne pourra excéder le montant payé pour l'œuvre concernée.

8. Droit applicable

Les présentes Conditions sont régies par les lois du Canada.

Tout litige relève de la compétence des tribunaux canadiens.

9. Protection des données

Le traitement des données personnelles est décrit dans notre Politique de Confidentialité.

10. Force majeure

Nous ne pouvons être tenus responsables d'un retard ou d'un manquement dû à un événement indépendant de notre volonté (catastrophe naturelle, pandémie, interruption technique, décision gouvernementale, etc.).

Les obligations concernées seront suspendues pendant la durée de l'événement.

11. Divisibilité

Si une disposition est jugée invalide, les autres dispositions restent pleinement applicables.
