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Privacy Policy and Terms and Conditions

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BACK TO TOP[CLOSE WINDOW TO RETURN TO WEBSITE](#)**PRIVACY POLICY**

The following privacy policy (effective October 1st, 2016) discloses the information gathering and dissemination practices of Detour Gallery, in connection with its "Service." Use of the "Service" constitutes consent to Detour Gallery's collection and use of personal data as outlined below.

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service. We will not use or share your information with anyone except as described in this Privacy Policy. We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

- 1) While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, phone-number, postal address. We collect this information for the purpose of providing the Service, identifying and communicating with you, responding to your requests/inquiries, servicing your purchase orders, and improving our services.
- 2) We may also collect information that your browser sends whenever you visit our Service ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.
- 3) Cookies are files with small amounts of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you.
- 4) We may employ third-party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services and/or to assist us in analyzing how our Services are used. These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.
- 5) We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.
- 6) The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure. However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

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TERMS AND CONDITIONS

Please read these Terms of Service carefully before using the Detour Gallery website (the "Service") operated by Art Warehouse of Red Bank, LLC. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you do not have permission to access the Service.

1) Purchases

If you wish to purchase any product or service made available through the Service, you may be asked to supply certain information relevant to your purchase, including, without limitation, your direct credit card number, expiration date, billing address, security code and shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct and complete. The service may employ the use of third party services for the purpose of facilitating payment and the completion of your purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

2) Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be miss-priced, described inaccurately, or unavailable on the Service, and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

3) Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Detour Gallery and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Art Warehouse of Red Bank, LLC, dba. Detour Gallery.

4) Links to Other Websites

Our Service may contain links to third party websites or services that are not owned or controlled by Detour Gallery. Detour Gallery has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that Detour Gallery shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

5) Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole

discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

6) Indemnification

You agree to defend, indemnify and hold harmless Detour Gallery and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

7) Limitation Of Liability

In no event shall Detour Gallery, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

8) Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Detour Gallery its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

9) Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

10) Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of New Jersey, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

11) Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

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REFUND POLICY

All sales made through the Detour Gallery "Service" are final. No refunds, returns or exchanges can be claimed on orders unless proven defective at the time of sale.

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SHIPPING

We ship all over the world with UPS domestic and international shipping. Shipping charges vary depending on product size and weight. Contact us if you have specific shipping questions. Original and glass framed works are shipped in wood crates, all other works are carefully packaged and boxed. All orders are shipped 48 hours after purchase is made, unless specified otherwise, Tuesday to Saturday during opening hours.

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TAX

All items purchased from Detour Gallery are subject to New Jersey sales tax (6.625%). Items required to be shipped out of state within the U.S via common carrier are exempt from sales tax. International shipments are subject to import duty & tax based on their own country's duty & tax laws.

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CONTACT US

If you have any questions regarding our policy, terms, shipping and more,
please contact us at:

info@detourgallery.com

+1 732.704.3115

Thank you!