R I C A R D O F E R N A N D E S G A L L E R Y

Privacy Policy and Legal Documents

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1. LEGAL NOTICE

Website Publisher

Company name	Ricardo Fernandes
Registered address	140 rue des Rosiers, 93400 Saint-Ouen, France
SIRET	527 782 098 00034
VAT number	FR77527782098
Director of publication	Ricardo Chaves Fernandes

Hosting Provider

Host	SiteGround
Address	8 Racho P. Kazandzhiata Str., Floor 3, Serdika Offices, Sofia, Bulgaria
Website	www.siteground.com

Intellectual Property

All content on ricardofernandes.biz — including text, images, photographs, graphics, logos, and layout — is the exclusive property of Ricardo Fernandes Gallery or its licensors. Any reproduction, distribution, modification, or use without prior written consent is strictly prohibited.

Governing Law

This Legal Notice is governed by French law. Any dispute shall be submitted to the courts of Paris, France.

2. PRIVACY POLICY

Data Controller

Ricardo Fernandes Gallery

contact@ricardofernandes.biz

Categories of Personal Data Collected

Identity data	Name, title.
Contact data	Email address, postal address, telephone number.
Transaction data	Order details, invoices, payment references (payment card data processed by third-party providers only).
Shipping data	Delivery address, customs information.
Technical data	IP address, browser type, device identifiers, pages visited, referral URLs.
Communications	Messages sent via contact forms, email, or chat.
Marketing preferences	Newsletter consent and preferences.
How We Collect Data	Directly from you (orders, account creation, contact forms). Automatically via cookies and analytics tools. From third parties (payment processors, carriers, authentication services).

Purposes and Legal Bases

Performance of a contract	Processing orders, shipping, returns.
Legal obligation	Accounting, tax, anti-fraud checks.
Legitimate interests	Fraud prevention, site improvement, direct marketing to existing customers (where permitted).
Consent	Marketing communications and non-essential cookies.

Recipients and Processors	We share data only with service providers acting as processors under contract: payment processors, shipping carriers, hosting and email providers, analytics providers, and professional advisers. We do not sell personal data.
International Transfers	Where data is transferred outside the EEA, we use appropriate safeguards (Standard Contractual Clauses or adequacy decisions).
Data Retention	Order and transaction records: retained for up to 7 years where required for accounting and tax law. Contact and CRM records: up to 3 years after last contact unless you request deletion. Technical/analytics data: up to 26 months. Marketing consents: retained until withdrawal.
Your Rights	You may exercise the following rights under the GDPR: access, rectification, erasure, restriction, portability, objection, and withdrawal of consent. To exercise any right, contact contact@ricardofernandes.biz.
Security	We implement appropriate technical and organizational measures to protect personal data. Payment card data is processed by certified third-party providers and is not stored on our servers.
Changes	We may update this Privacy Policy; the latest version and date will be published on the site.

3. TERMS & CONDITIONS

Scope

These Terms apply to all interactions with the website and all purchases made through the website.

Product Information

Descriptions are provided in good faith. Colors and textures may vary.

Pricing

Prices include VAT where applicable. Obvious errors may be corrected and orders cancelled.

Order Formation

A binding contract is formed when we send an order confirmation email. We may refuse or cancel orders for reasons including product unavailability, pricing errors, or suspected fraud.

Limitation of Liability

To the extent permitted by law, our liability is limited to the purchase price paid for the relevant goods or services. We are not liable for indirect or consequential losses.

Governing Law and Dispute Resolution

These Terms are governed by French law. Disputes fall under the jurisdiction of the courts of Paris, France, subject to mandatory consumer protections.

4. COOKIE POLICY

What Are Cookies

Cookies are small text files stored on your device to improve site functionality and analytics.

The website uses essential, analytics, functional and marketing cookies.

Consent is required for non-essential cookies.

Analytics retention: 26 months.

5. SHIPPING AND DELIVERY POLICY

APPLIES ONLY TO ONLINE PURCHASES PAID BY CREDIT CARD THROUGH THE WEBSITE

Definition of Online Purchase

An Online Purchase is only a purchase completed and paid via credit card through the website's secure checkout system.

Purchases paid by bank transfer, invoice, phone, email, WhatsApp, social media or in-gallery are not Online Purchases.

Right of Withdrawal (14 days — mandatory for Online Purchases only)

Buyers have 14 days to withdraw from an Online Purchase. Exceptions: bespoke works, made-to-order works, fragile works requiring special handling.

Returns

Buyer pays return shipping unless the gallery made an error.

Shipping

International shipping available. Buyer responsible for customs duties.

Order Confirmation

Sent automatically by email after online payment.

6. SECONDARY MARKET AND B2B ADVISORY TERMS

Secondary market works are sold as seen, with available provenance. No warranties beyond those expressly stated. Liability is limited to the amount paid.

Advisory services are informational only and do not guarantee market performance.

7. IN-GALLERY, PHONE AND EMAIL PURCHASES

APPLIES TO ALL NON-ONLINE PURCHASES

Non-Online Purchases are governed exclusively by the gallery's in-person sales policies and are not subject to e-commerce or distance-selling regulations.

Definition

A Non-Online Purchase is any purchase not paid by credit card through the website, including:
• In-gallery purchases • Purchases by phone • Purchases by email • Purchases via WhatsApp or social media • Purchases paid by bank transfer • Purchases paid by invoice • Purchases reserved online but paid offline.

Legal Status

Non-Online Purchases are not distance contracts. The statutory 14-day withdrawal right does not apply.

Finality of Sale

All Non-Online Purchases are final, unless the gallery explicitly agrees otherwise in writing.

Shipping and Export

Buyer is fully responsible for shipping, insurance, export and customs unless otherwise agreed in writing.

Viewing Online, Purchasing Offline

If a buyer views an artwork online but completes the purchase in person or through any non-online method, the transaction is treated as a Non-Online Purchase and is final, unless the gallery agrees otherwise in writing.