

## Terms of Use and Purchase Policy – Gili Ben Atar ART

Last Updated: December 2025

Welcome to GILI BEN ATAR ART (“Gili”, “we”, “us”, “our”).

These Terms of Use ("Terms") govern your access to and use of Gili's website, including all information, products, and services available at [www.gilibenatar.art](http://www.gilibenatar.art) (the "Site"). These Terms apply to all users of the Site, including but not limited to visitors, suppliers, retailers, potential and existing customers, merchants, and content contributors (collectively, "Users").

Please read these Terms carefully. Together with our Privacy Policy, they form a legally binding agreement between you and Gili. By accessing or using the Site, you confirm your acceptance of these Terms and agree to comply with all applicable laws and regulations. If you do not agree, you may not access or use the Site in any way.

We reserve the right to update or modify these Terms at any time, at our sole discretion. We will notify of any material changes by posting the updates on this page and indicating the last update date. Such changes will take effect no earlier than seven (7) days after posting, except for changes required by law, which will take effect immediately. Continued use of the Site after changes take effect constitutes acceptance of the updated Terms.



### 1 .Product Sales and Services

The online store is operated via the Wix.com Ltd. platform. Gili is not responsible for any malfunction, inaccuracy, or service interruption attributable to the platform..

Orders may be placed as a guest or by registering for a user account.

- Placing an Order – Select the desired items and add them to the cart. Before payment, ensure that all details are correct. Upon order completion, a purchase confirmation will be emailed to you. If you do not receive confirmation, please contact us at [gilibenatarart@gmail.com](mailto:gilibenatarart@gmail.com)

- Creating a User Account – By registering, you agree to provide accurate information, maintain account security, and not share your password with others.



## 2. Payment and Shipping

- Payment Methods We accept payment via credit card, Bit, Apple Pay, and Google Pay, processed through Meshulam's secure payment system.

- Shipping – We deliver throughout Israel, except for areas that are not reasonably accessible due to security or logistical constraints, at our discretion. Delivery times vary by location.

- Shipping Costs – Shipping is included in the product price. No additional charge is required for delivery.



## 3. Cancellation and Returns Policy

Cancellation of an order before shipment - You may cancel an order within 24 hours from the time the purchase confirmation is received, provided that the product has not yet been shipped, and receive a full refund. Once the order has been shipped, the cancellation will be treated as a product return and the return terms below will apply, according to the type of product.

### 3.1 Returns – Jewelry

- Earrings Due to hygiene and public health considerations, earrings are non-returnable and non-exchangeable following delivery.

- Other jewelry - Jewelry that has not been used, is in new condition as delivered, and in its original packaging, may be returned within 14 days from the date of receipt of the shipment. A refund will be given for the product price only, less a cancellation fee of 30 NIS. The cost of shipping the jewelry back to the Studio is the responsibility of the customer.

- Defective jewelry / incorrect item - If jewelry is received damaged or different from the order, the customer must contact us using the contact details listed on the website within 3 business days from the date of delivery and attach clear photos of the product. After inspection and approval, repair or replacement will be offered at no additional charge. The final manner of handling the issue will be determined at the Studio's discretion and subject to availability of materials.

### 3.2 Returns - Paintings and Prints

- A refund or exchange is available only for defective products (for example, significant damage caused during shipping), within 14 days from the date of receipt of the order, subject to sending clear photos of the damage and approval by the Studio.

- Returns or exchanges will not be accepted due to subjective dissatisfaction with the artwork (such as a change in personal taste, mismatch to home décor, etc.), nor for products that have been used, damaged due to care that does not follow the instructions, or are not returned in their original packaging and in good condition.

- Store credit and refunds - When a monetary refund has been approved, it will be issued to the original means of payment used for the transaction, in accordance with the timelines of the credit card company or payment service provider. Instead of a monetary refund, and at the Studio's discretion and with the customer's consent, store credit for future purchases on the website may be offered. 

## 4. Intellectual Property

All intellectual property rights in and to the Site, including without limitation copyrights, trademarks, and designs, are owned exclusively by Gili Ben Atar. Unauthorized use of any Site content is strictly prohibited without express prior written consent.



## 5. Restrictions on Use

You may not copy, distribute, modify, or otherwise exploit any content on the Site without permission. You may not use the Site to violate any law or regulation.



## 6. Limitation of Liability

The use of the Site is at the User's sole risk and responsibility. The Site and all content therein are provided to the User on an "AS IS" and "AS AVAILABLE" basis. The Site owner endeavors to provide excellent service. The Company strives to ensure that the content displayed on the Site is complete and accurate; however, inaccuracies or errors may appear in good faith. Product images displayed on the Site are for illustrative purposes only, and there may be differences between the appearance, features, and specifications of products as displayed on the Site and the products received in practice, due to factors beyond the Company's control.

It is expressly clarified that we shall not be liable for, and assume no responsibility whatsoever in connection with:

- Any inaccuracies or differences as stated above;
- Failures, malfunctions, or defects in the operation of the Site and/or its use and/or internet services and/or communication services and the like;
- Any direct, indirect, consequential or special damage, and/or loss and/or loss of profits or any other damage caused to the User and/or any third party as a result of any act and/or omission and/or negligence of the User, viewing the Site and/or conducting a purchase transaction on the Site and/or any other use or non-use, including pursuant to these Terms of Use, whatever the cause of action may be;
- Any damage, including due to viruses and/or malfunctions and/or software applications of any kind, to the User's computer equipment or any other property of the User that may be caused by accessing, browsing, or using the Site, including downloading information from the Site.

In any event, the Site owner shall not be liable and shall bear no responsibility for any liability where the cost, expense, or payment involved exceeds the value of the product purchased, as well as for any damage that is not direct.

Without derogating from the above, the Site owner reserves the right to discontinue operations on the Site at any time (in whole or in part), at its sole

discretion, without limitation, including without being obligated to provide notice to the User regarding the discontinuation of operations.



## 7. Inspiration and Visual References

Some artworks on the Site were created with inspiration from online images (e.g., Pinterest or other reference platforms) as part of a creative and learning process.

Each piece has been interpreted and transformed through the artist's unique vision and style.

If you are the rights holder of any referenced image and believe it was used unfairly, please contact us via the contact form. We will review all inquiries seriously and respectfully.



## 8. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Israel. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the competent courts of Tel Aviv-Jaffa.



## Appendix: Purchase and Sale Policy

### 1. Business Information

- Business Name: Gili Ben Atar Art
- Owner: Gili Ben Atar

- Email: [gilibenatarart@gmail.com](mailto:gilibenatarart@gmail.com)
- Phone: +972-50-911-8800



## 2. Products on the Website

- All products on the website are original paintings, prints, and handmade jewelry, made mainly of 925 sterling silver, unless otherwise specified on the product page.

- Products are presented on the website with as much detailed information as possible (size, material, image, etc.).

- Slight differences may occur between the images on the website and the actual product, due to variations in color display on different screens. [?](#)



## 3. Prices and Payment

- Prices include VAT as required by law.
- Payment is processed via credit card through a secure system.
- A receipt and invoice will be sent to the email address provided during purchase.



## 4. Shipping

For full shipping information, including delivery times and coverage areas, see Section 2 of the Terms of Use.



## 5. Privacy Policy

- The personal information you provide will be used solely to complete the transaction and send order-related updates.
- Your data will not be shared with third parties, except as needed to fulfill the order (e.g., shipping companies, payment processors).

## 6. Warranty

All products are shipped after inspection and with protective packaging.

### 6.1 Warranty for Jewelry

Jewelry made of metal components in 925 sterling silver (unless otherwise specified on the product page) is covered by a warranty for a period of 3 months from the date of receipt of the shipment, for defects arising from the manufacturing process only.

The warranty covers, among other things:

- Soldered joints that open during normal use, within a short time after purchase.
- A metal component (such as an earring post, link, or jump ring) that breaks or opens during normal use.

- A stone or pendant that falls out of the jewelry within a short time after purchase, without any visible impact or trauma.

The warranty does not cover, among other things:

- Damage caused by improper use, excessive force, or trauma (strong pulling, dropping, bending, stepping on the jewelry, tearing, etc.).

- Exposure to chemicals, cleaning agents, perfume, creams, seawater, pool water, sauna, or jacuzzi.

- Natural wear and tear, scratches, and the natural tarnishing of 925 sterling silver over time.

- Changes in color/texture of beads, shells, natural stones, and other natural materials, which are delicate and change naturally.

If a defect occurs in jewelry during the warranty period, the customer must contact us using the contact details listed on the website and attach clear photos of the jewelry and the defect. After inspection, and at the Studio's discretion, one of the following solutions will be offered: repair, replacement, store credit, or a refund - depending on the nature of the defect and the availability of materials.

Shipping the jewelry to the Studio for inspection is at the customer's expense. If, after inspection, the defect is found to be covered by the warranty, the shipment of the repaired/replacement jewelry back to the customer will be at the Studio's expense. <sup>2</sup>

## 6.2 Warranty for Other Products (Paintings, Prints, etc.)

There is no warranty for damage caused by improper use, moisture, dropping, storage in unsuitable conditions (for example, prolonged exposure to direct sunlight), or any use contrary to the guidelines published on the website.

Damage that occurred during shipping will be reviewed on a case-by-case basis, and where necessary, repair, replacement, or another solution will be provided at our discretion. <sup>2</sup>

### 6.3 Sensitivities and Allergies

The metal parts of the jewelry are made of 925 sterling silver, unless otherwise specified on the product page. However, sensitivities and allergies to metals and other materials are a personal matter, and the Studio cannot guarantee that no allergic reaction will occur.

Customers with a history of sensitivity to metals or specific materials are requested to verify in advance that the jewelry is suitable for them and to consider consulting a medical professional if needed. The Studio is not responsible for any allergic reaction of any kind.

### 7. Updates to the Policy

We reserve the right to update these Terms and this Policy at any time. The updated version will become binding upon publication on the Site.



### 9. Product Delivery Policy

Orders are delivered via courier to the address provided at checkout. Delivery times vary based on location, artwork size, and delivery method. Most deliveries occur within 7 business days of payment, unless stated otherwise.

We reserve the right to use private couriers or external shipping services at our discretion.

Delays beyond our control (e.g., weather, courier issues) will not be grounds for order cancellation, but we commit to informing customers and working toward a quick resolution.

Customers who are unavailable for delivery must notify us in advance to reschedule.



## Contact Information

For any questions or special requests, you may contact us via:

- Email: [gilibenatarart@gmail.com](mailto:gilibenatarart@gmail.com)
- Phone: 050-911-8800
- Shipping origin: Central Sharon area. The exact address will be provided as needed after purchase.