

TERMS & CONDITIONS

1. FOREWORD

- The following document is an English translation of the original terms & conditions written in French. It has been translated by the Artist who is a non-native English speaker. It does not hold any legal value in case of dispute. Only the French terms and conditions prevail.
- The present terms and conditions are governed by French laws. They are to be applied to each and every commission request sent to Lys KOUYOUMDJIAN (momoiro_lys).

2. DEFINITIONS

- The term “**Client**” refers to any individual requesting the skills of the Artist Lys KOUYOUMDJIAN for any creation involving illustration and conception.
- The term “**Artist**” refers to Lys KOUYOUMDJIAN, independent illustrator (drawing and painting).
- The term “**customized commission**” refers to the service provided by the Artist to the Client. It will be used interchangeably with the terms “commission” and “commissioned artwork” throughout this document.
- The term “**Google Form**” refers to the form filled by the Client detailing their commission request to the Artist.

3. SERVICE

- **The Client purchases a digital, unique and original customized commission to the Artist.** The Artist creates a full-body illustration of a character, with or without an additional item surrounding them according to the Client's instructions.
- The Artist will use the instructions figuring on the Google Form filled by the Client.
- **The Artist reserves the right to refuse a commission request to anyone, for any reason, without explanation.** (However, the Artist will likely provide an explanation out of courtesy.)

- If the Artist has to work with a **deadline**, the Client must imperatively inform her via the Google Form. Deadlines can be refused. Any deadline will generate additional costs.

4. COMMUNICATION BETWEEN THE CLIENT AND THE ARTIST, AND COMMISSION PROCESS

- **All commissions must be requested by filling the Artist's Google Form.**
- If the commission request is accepted, **the Artist will invoice the Client by mail.**
- The Artist commits to sending **two watermarked .jpg files to the Client throughout the commission process:**
 - the first one : a sketch of the commissioned artwork,
 - the second one : a linework with the flat colors of the commissioned artwork.
- **The Client will receive these two files through their preferred way of communication** (Twitter/X private messaging system, Instagram, etc...) which they had mentioned when filling the Google Form.
- **The Client will receive their finished commissioned artwork via mail in both .png and .jpg.** They will also receive another .jpg watermarked version of their commission that they will be able to post on their social media. No physical version of the commissioned artwork will be delivered by the Artist.
- Any question, request or discussion will be dealt through the Client's preferred way of communication.

5. REVISION REQUEST

- The Client is allowed to ask for **one revision only for each update of their customized commission:**
 - The first update will be a detailed sketch. At this point, the Client can request the modification of one or several elements, or even the modification of the full sketch if the Artist's work does not fit the Client's vision (ex: request the character in another pose).
 - The second update will be a linework with the flat colors of the commissioned artwork. At this point, the Client can only request small changes (ex: replacing the character's expression, the color of an item).

- **If the Client does not express any wish to alter the files**, the Artist will take this as an implicit approval to proceed with the commission.
- **Any supplementary modification will generate additional costs depending on the complexity of the request.** The Artist is the sole judge of the level of complexity of a revision.

6. REFERENCES SUBMITTED BY THE CLIENT

- References (texts, font, pictures) will have to be submitted to the Artist before the start of the drawing process.
- The Client shall indemnify the Artist against all proceedings, claims or complaints brought by third parties based on any breach of intellectual property rights resulting from the submitted references.

7. CREATION PERIOD

- Once the invoice has been paid, **the drawing process will take between three weeks and two months** depending on the type of commission and its complexity.

8. PAYMENT AND INVOICE

- The Client agrees to send the required information to write an invoice to the Artist : **name, family name, billing address and email address.**
- **Payments are made upfront.** The Client is fully informed and accepts that their commission will only start upon the reception and validation of full payment.
- **Payments are made by Paypal.** All payments must be made **in Euros (€).**
- The invoice includes the details of the price including taxes (VAT not applicable, article 293B of the CGI).
- **Cryptocurrency will not be accepted as a means of payment.**
- Any **delay in payment** will be met with a compensation for recovery costs of a fixed sum of 40€. (C. com. art. D441-5).

9. RIGHT OF WITHDRAWAL

- **The right of withdrawal does not apply** to customized commissions in accordance with Article L221-28, 3° of the French Consumer Code.

10. COPYRIGHTS AND REPRODUCTION

- **Clients are not permitted, under any circumstances, to use any part of their commissioned artwork for non fungible tokens (NFTs).** Use of the artwork for any advertising or profits associated with non fungible tokens or cryptocurrency is strictly prohibited.
- **Clients are not permitted, under any circumstances, to provide any part of their commissioned artwork to any Artificial Intelligence (AI) tool (website, software, etc...).**
- By commissioning the Artist, the Client is purchasing the Artist's labor only. **The Artist retains full rights and ownership to the commissioned artworks in accordance with the intellectual property code.** The use, modification, reproduction of the customized commission by the Client without the prior written authorisation of the Artist is strictly prohibited. The Client can however make a private use of their commission (displaying as a profile picture on social media with credits to the artist, limited printing of the commissioned artwork for your own room decoration, gifting to a friend). The Client is also allowed to share the watermarked commission on social media.
- Selling or using any part of the commissioned artwork to promote a brand or an idea is strictly prohibited.

11. CREDITING THE ARTIST

- **The Client must credit the Artist every time they post the commissioned artwork on social media or when they use it as a profile picture.** The Client can tag the Artist in different ways depending on the social media platform:
 - “@momoiro_lys” on Twitter/X or Instagram,
 - “@momoiro-hime” on Tumblr,
 - “@momoiro-lys.bsky.social” on Bluesky.
- In case the Client would like to post the commissioned artwork on another website, the Client will have to mention the Artist's name (Lys) and link her Twitter/X account : https://twitter.com/momoiro_lys .

12. DISPUTE RESOLUTION

- **These terms and conditions shall be subject to French law**, in relation to their form and substance.
- In the event of a dispute, the parties agree to seek an **amicable solution**. Where no amicable solution can be found, any dispute concerning the validity, interpretation or execution of this Contract shall be referred exclusively to the French commercial courts in the region of the registered office of the Artist (Évry-Courcouronnes).