

TERMS AND CONDITIONS OF CUSTOM ARTWORK

1. Introduction and Scope

This Agreement applies when I, Aman Seelay (the Artist), supply our custom artwork and/or illustration services (the Artwork) to you, the Client.

This Agreement governs the relationship between the parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to in writing.

2. Brief

2.1 The Client will, to the best of their ability supply the Artist, either verbally or in writing and in a reasonable timeframe, with all the information necessary for the Artist to complete and deliver the Artwork to the Client in the medium agreed to between the parties, including applicable deadlines (the Brief).

2.2 The Artist may from time to time request additional information from the Client in relation to the Brief for the purposes, inter alia, of clarifying the Brief, or for example artistic direction from the Artist.

3. Services

The manner and method of creating the Artwork is solely at the discretion of the Artist. The Artist will use her best efforts to provide the Artwork to the Client as contained in the Brief and in the manner and style of work in which she is known to create.

4. Invoice

4.1 The Artist will provide the Client with an Invoice for the Artwork as soon as practicable after the time that the Brief is agreed upon.

4.2 If the Client alters the Brief after the terms of the Brief have been agreed upon, the Artist reserves the right to alter the Invoice to accurately reflect the value of the Brief, as long as it is communicated to the Client beforehand (for example, if additional work is required, or less work is required, the invoice would be altered accordingly).

4.3 Payment of the Invoice is due by the date specified on the Invoice.

4.4 Payments of deposits for Artwork are non-refundable where the Artist has commenced working on the artwork.

5. Default

If an Insolvency Event occurs in relation to Client any other event occurs which gives the Artist reasonable grounds for doubting the credit of the Client, the Artist may by notice to the Client, at its option and without prejudice to any other right it may have, suspend or terminate the Agreement or require payment before or on delivery of the Artwork (notwithstanding the terms of payment applicable to the Artwork), or cancel any undelivered or uncompleted Artwork under the Agreement, and may retain any monies paid by the Client in relation to the Agreement and apply such monies against any loss or damage incurred by it in relation to the default by the Client.

LIMITATION OF LICENSE AND INTELLECTUAL PROPERTY

6. Rights

This Agreement applies to any artwork, illustration, image, graphics, digital assets, or digital images created by the Artist and delivered to the Client (collectively known as “the Artwork”).

All Images and rights relating to the Artist, including copyright and ownership rights in the media in which the Artwork is stored, remain the sole and exclusive property of the Artist. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Artwork only for the agreed upon terms as set forth in the Brief and agreed upon by both parties. Artwork used for any purpose not directly related outside of those terms must be with the express permission of the Artist and may include the payment of additional fees, unless otherwise agreed to in writing. Artwork may contain copyright management information (CMI) at the discretion of the Artist in the form of either 1) a copyright notice © and/or 2) other copyright and ownership information embedded in the metadata or elsewhere unless otherwise agreed to by the Parties.

7. Relationship of the Parties

The parties agree that the Artist is an independent contractor and that neither the Artist nor the Artist’s employees or contract personnel are, or shall be deemed to be, employees of the Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. The Artist and the Artwork or any other deliverables prepared by the Artist shall not be

deemed a work for hire as defined under Copyright Law. All rights granted to the Client are contractual in nature and are expressly defined by this Agreement.

8. No Exclusivity

This Agreement does not create an exclusive relationship between the parties. The Client is free to engage others to perform services of the same or similar nature to those provided by the Artist, and the Artist shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by the Artist.

9. Transfer and Assignment

The Client may not assign or transfer this agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties. However, the Invoice may reflect, and the Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

10. Indemnification

The Client will indemnify and defend the Artist against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Artwork or materials furnished by the Client. It is the Client's responsibility to obtain the necessary model or property releases and ensure they are full effect and in force.

The Client warrants that any instructions with respect to the Brief that it provides to the Artist will not infringe the intellectual property rights of any other person.

11. Limitation of Liability

11.1 Any provision of these Terms that excludes any terms, conditions or warranties, or limits the liability of a party will apply only to the extent permitted by law and these Terms will be construed subject to such terms, conditions, warranties and limitations.

11.2 Subject to clause 11.1, where any terms, conditions or warranties are implied by law into these Terms which the law expressly provides may not be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent, the liability of the Artist to the Client under such implied terms, conditions or warranties is limited, at the option of the Artist, to the repair or replacement of the Artwork, or payment of the cost of repairing or replacing the Artwork.

11.3 Except as expressly provided in these Terms, to the extent permitted by law, the Artist will have no liability to the Client, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity.

12. Force Majeure

12.1 Neither party will be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) if such delay is due to Force Majeure.

12.2 If a delay of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

13. General Law/Arbitration

This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements between the parties. This Agreement shall be governed, interpreted and enforced in accordance with the laws of India. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in India and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

14. Severability

If one or more of the provisions in the Agreement is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

15. Waiver

No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.