

TERMS OF USE – CLAUSE ON PENALIZATION AND DIGITAL PROTECTION

Version adapted for the European Union

Last updated: October 9, 2025

1. Purpose

This document ritualizes the bond between author and recipient as an emotional, symbolic, and legal pact. Each clause protects the dignity of the delivered digital work, in accordance with current European legislation, including the General Data Protection Regulation (GDPR), the Consumer Rights Directive, and the Intellectual Property Law.

2. Personal Data Protection (GDPR)

The author informs that any personal data collected (name, email address, IP address, etc.) will be processed in accordance with the GDPR:

- **Purpose:** management of the commission, delivery of the work, ritual communication, and protection of the bond.
- **Legal basis:** explicit consent and execution of the symbolic contract.
- **Rights:** access, rectification, erasure, portability, objection.
- **Controller:** JSM's Art Studio, contact available upon ritual request.
- **Retention:** data will be retained as long as necessary to preserve the narrative of the bond and may be deleted at the recipient's request.

3. Right of Withdrawal

According to Article 103.m of Directive 2011/83/EU and its transposition into the General Law for the Defense of Consumers and Users:

"The recipient acknowledges that, upon accessing the digital work, they lose their right of withdrawal, as it constitutes digital content delivered immediately with express consent."

This consent is activated upon viewing, downloading, or receiving the work, as a ritual act of acceptance.

4. Usage License

The work is delivered under a personal, non-exclusive, non-transferable, and non-commercial license, valid throughout the European Union. The following are prohibited:

- Resale, monetization, or distribution without ritualized consent.
- Use as avatar, logo, background, or graphic resource without prior agreement.
- Uploading to artificial intelligence platforms, image banks, or social networks.
- Removal of watermarks, metadata, or symbolic traces.

5. Ritual Penalties

Activated in case of breach, in accordance with the Intellectual Property Law and the Spanish Penal Code (Art. 270), with validity throughout the EU:

- **Symbolic:** exclusion from future deliveries, visible marks, narrative of rupture.
- **Technical:** access blocking, digital traces, internal lists.
- **Emotional:** withdrawal of the bond, deactivation of ritual gestures.
- **Economic:** penalties ranging from €50 to €500, revaluation of the work, loss of benefits.
- In severe or repeated cases, the penalty may rise to €1,000 or more, including:
 - ☐ Costs of symbolic repair, legal or technical fees, proportional penalty based on misuse, dissemination, or profit obtained.
 - ☐ For recurrence: exclusion for 5 years, non-transferability post mortem.

6. Jurisdiction and Conflict Resolution

This pact is governed by Spanish and European legislation. Both parties commit to:

"Prioritize symbolic mediation, ritual dialogue, and emotional reinterpretation as the preferred means of resolution, without prejudice to the inalienable rights recognized by current legislation."

7. Acceptance

Reception, viewing, or possession of the work implies full acceptance of these terms. Ignorance does not exempt compliance, in accordance with the principle of contractual good faith.

1. Purpose

This document ritualizes the bond between author and recipient as an emotional, symbolic, and legal pact. Each clause protects the dignity of the delivered digital work, in accordance with applicable U.S. laws, including the Digital Millennium Copyright Act (DMCA), the Federal Trade Commission Act (FTC Act), and relevant state consumer protection laws.

2. Personal Data Protection

The author informs that any personal data collected (name, email address, IP address, etc.) will be processed in accordance with U.S. privacy standards and applicable state laws:

- **Purpose:** commission management, delivery of the work, ritual communication, and protection of the bond.
- **Legal basis:** explicit consent and execution of the symbolic agreement.
- **Rights:** access, correction, deletion, and objection, where applicable.
- **Controller:** JSM's Art Studio, contact available upon ritual request.
- **Retention:** data will be retained as long as necessary to preserve the narrative of the bond and may be deleted upon request.

3. Waiver of Withdrawal Rights

By U.S. standards, digital goods delivered immediately upon purchase may not be eligible for refund or cancellation once accessed. "The recipient acknowledges that, upon accessing the digital work, they waive any right to cancel or request a refund, as the content is delivered instantly with express consent." This consent is activated upon viewing, downloading, or receiving the work, as a ritual act of acceptance.

4. Usage License

The work is delivered under a personal, non-exclusive, non-transferable, and non-commercial license, valid throughout the United States. The following are prohibited:

- Resale, monetization, or distribution without ritualized consent.
- Use as avatar, logo, background, or graphic resource without prior agreement.
- Uploading to artificial intelligence platforms, image banks, or social networks.
- Removal of watermarks, metadata, or symbolic traces.

5. Penalties for Infringement and Digital Protection

Any violation of these ritualized terms of use constitutes a breach of the symbolic and legal pact and is subject to penalties under applicable U.S. law, including the Digital Millennium Copyright Act (DMCA) and 18 U.S. Code § 2319.

Covered Violations include, but are not limited to:

- Unauthorized reproduction, distribution, or monetization of the work.
- Removal of watermarks, metadata, or symbolic traces.
- Uploading the content to artificial intelligence platforms, image banks, or social networks without ritualized consent.

Applicable Penalties:

- Up to **\$150,000 USD per infringement** for willful copyright violations, as established under federal law.
- In cases of criminal infringement (e.g., reproduction or distribution of 10 or more copies with a total value exceeding \$2,500 USD), the infringer may face:
 - Up to **5 years of imprisonment** and/or federal fines.
 - Up to **10 years of imprisonment** for repeat offenses.
- For infringements committed for commercial advantage or private financial gain:
 - Up to **6 years of imprisonment** and additional monetary penalties.

Ritual Reparation Pathway: The infringer may request a symbolic reparation ritual, subject to the author's discretion. While this does not exempt the infringer from legal consequences, it may serve to partially restore the emotional and symbolic integrity of the bond.

Jurisdiction: This pact is governed by the laws of the State of New York, unless another ritualized jurisdiction is mutually agreed upon.

Acceptance of Terms: By commissioning, accessing, downloading, or receiving the digital work, the recipient **expressly acknowledges and accepts** these Terms of Use in their entirety. This act of access constitutes a ritual gesture of consent and binds the recipient to the symbolic and legal obligations here

TERMS OF USE – CLAUSE ON PENALISATION AND DIGITAL PROTECTION

Version adapted for the United Kingdom

Last updated: 9 October 2025

1. Purpose

This document ritualises the bond between author and recipient as an emotional, symbolic, and legal pact. Each clause protects the dignity of the delivered digital work, in accordance with applicable UK laws, including the Copyright, Designs and Patents Act 1988, the Consumer Rights Act 2015, and the Data Protection Act 2018 (incorporating the UK GDPR).

2. Personal Data Protection

The author informs that any personal data collected (name, email address, IP address, etc.) will be processed in accordance with UK privacy standards and applicable laws:

- **Purpose:** commission management, delivery of the work, ritual communication, and protection of the bond.
- **Legal basis:** explicit consent and execution of the symbolic agreement.
- **Rights:** access, rectification, erasure, restriction, objection, and data portability, where applicable.
- **Controller:** JSM's Art Studio, contact available upon ritual request.
- **Retention:** data will be retained as long as necessary to preserve the narrative of the bond and may be deleted upon request.

3. Waiver of Withdrawal Rights

Under UK consumer law, digital content supplied immediately and with the consumer's agreement may not be eligible for cancellation once accessed.

"The recipient acknowledges that, upon accessing the digital work, they waive any right to cancel or request a refund, as the content is delivered instantly with express consent."

This consent is activated upon viewing, downloading, or receiving the work, as a ritual act of acceptance.

4. Usage Licence

The work is delivered under a personal, non-exclusive, non-transferable, and non-commercial licence, valid throughout the United Kingdom. The following are prohibited:

- Resale, monetisation, or distribution without ritualised consent.
- Use as avatar, logo, background, or graphic resource without prior agreement.
- Uploading to artificial intelligence platforms, image banks, or social networks.
- Removal of watermarks, metadata, or symbolic traces.

5. Penalties for Infringement and Digital Protection

Any violation of these ritualised terms of use constitutes a breach of the symbolic and legal pact and may be subject to penalties under UK law, including civil and criminal remedies under the Copyright, Designs and Patents Act 1988.

Covered Violations include, but are not limited to:

- Unauthorised reproduction, distribution, or monetisation of the work.
- Removal of watermarks, metadata, or symbolic traces.
- Uploading the content to artificial intelligence platforms, image banks, or social networks without ritualised consent.

Applicable Penalties:

- Civil damages up to the full value of the infringement, including additional damages for flagrant breaches.
- Criminal penalties may include fines and imprisonment for deliberate infringement, especially where done for commercial gain.
- Repeat offences may result in escalated penalties and permanent exclusion from future ritualised commissions.

Ritual Reparation Pathway:

The infringer may request a symbolic reparation ritual, subject to the author's discretion. While this does not exempt the infringer from legal consequences, it may serve to partially restore the emotional and symbolic integrity of the bond.

6. Jurisdiction

This pact is governed by the laws of England and Wales, unless another ritualised jurisdiction is mutually agreed upon.

7. Acceptance of Terms

By commissioning, accessing, downloading, or receiving the digital work, the recipient expressly acknowledges and accepts these Terms of Use in their entirety. This act of access constitutes a ritual gesture of consent and binds the recipient to the symbolic and legal obligations herein.

