

Terms of Use and Conditions

Last Updated: June 2026

1. Introduction and Acceptance of Terms

Welcome to the online educational platform operated by Arto Ofir Buskila (hereinafter referred to as the "Website Owner" or "Arto"). This platform provides digital online courses in drawing and illustration, alongside the sale of physical art supplies.

By accessing the website, registering for an account, or purchasing any digital course or physical product, you express your absolute and legally binding agreement to these Terms of Use and Conditions (the "Terms").

By using and participating in the platform, you are strictly bound by these Terms in their entirety

"Arto" reserves the right to modify or amend these Terms of Use at any time. Users will be notified in advance of any material changes via the website or by email. Continued use of the service following such updates constitutes your acceptance of the revised Terms.

2. Eligibility, Minors, and Purchasing Responsibility

The educational content provided within the courses may be suitable for and consumed by minors. However, the creation of an account and the purchase of any course or physical product must be executed exclusively by a legal adult (18 years of age or older) holding parental or guardian responsibility.

All transactions must be completed using a legally issued credit card or authorized payment method under the direct supervision of said adult.

The adult account holder assumes full, absolute legal and financial responsibility for the minor's use of the platform, their conduct, and their strict compliance with these Terms.

3. Third-Party Platforms and Learning Management System (LMS)

The digital courses are hosted, streamed, and managed via a third-party Learning Management System (LMS).

An LMS is a specialized software application used to administer, document, track, report, and deliver educational courses and training programs over the internet.

- **System Requirements:** Accessing the courses requires a continuous, high-speed internet connection and a compatible device.
- **Limitation of Control:** The Website Owner's control over the technical operations, server uptime, security protocols, and maintenance schedules of this third-party LMS is inherently limited.
- **No Liability for Outages:** The Website Owner shall not be liable for any temporary service outages, video buffering, technical malfunctions, or connection issues originating from the third-party LMS provider or your local internet service provider.

4. Intellectual Property and Anti-Piracy Measures

All content, curriculum, teaching methodologies, design, and intellectual property associated with the courses—including but not limited to video tutorials, instructional texts, graphics, trademarks, logos, and

downloadable materials—are the exclusive property of Arto Ofir Buskila and are strictly protected by international copyright treaties and intellectual property laws.

- **License Grant and Time-Limited Access:**

Purchasing a digital course grants you a limited, personal, revocable, non-exclusive, and non-transferable license to access the content solely for your personal, educational use. Access to the digital courses is not indefinite. The duration of your access is strictly **time-limited** and restricted to the specific period detailed in the transaction terms at the time of your purchase.

- You are strictly prohibited from copying, duplicating, downloading, recording, screen-capturing, reproducing, broadcasting, publicly performing, or distributing the course content. Furthermore, you are expressly forbidden from utilizing the course materials, teaching methods, or curriculum as a basis to create, develop, consult on, or assist in the creation of any competing product, course, or educational service.

- **Termination for Abuse:**

The license granted is for a single user only.

The LMS actively monitors account usage patterns.

Arto reserves the absolute right to immediately disconnect, suspend, or terminate the account of any user who violates these intellectual property rights, engages in piracy, shares login credentials, or demonstrates "over-utilization" and system abuse (e.g., concurrent logins from multiple geographical locations). In such events, access will be revoked without prior notice and without any right to a refund.

5. 5. User-Generated Content (UGC) and Licensing

While utilizing the platform, you may upload, post, or submit drawings, assignments, and comments ("User-Generated Content" or "UGC"). You retain all ownership rights to your original UGC

However, by uploading UGC to the platform, you grant Arto a worldwide, non-exclusive, royalty-free, and transferable license to host, store, display, reproduce, and distribute your UGC within the platform for the purpose of operating the educational services and facilitating peer review or instructor feedback.

6. Copyright Infringement and DMCA Notice & Takedown Policy

Arto respects the intellectual property rights of others. We operate a "Notice and Takedown" policy in accordance with international copyright laws/

If you believe that any material residing on or accessible through our platform infringes your copyright, please send a formal written notice to our designated Copyright Agent at [Insert Email Address]. Your notice must include:

- a. A physical or electronic signature of the copyright owner or authorized representative;
- b. Identification of the copyrighted work claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing and its specific location on the platform;
- d. Your contact information (name, address, phone number, email);

- e. A statement that you have a good faith belief that the use is not authorized by the copyright owner; and
- f. A statement, made under penalty of perjury, that the information in the notification is accurate. Arto reserves the right to terminate the accounts of repeat infringers.

7. Educational Disclaimer and User Practice

- **No Guarantee of Success:**

The courses are provided for educational and enrichment purposes.

During the course, users will be required to practice drawing and illustration techniques extensively.

The Website Owner makes no promises, warranties, or guarantees regarding specific artistic results, skill improvements, or professional success.

Your artistic progression is entirely dependent on your individual effort, dedication, and continuous practice.

- **Copyright Infringement by User:**

As part of the learning process, users may practice by observing or recreating existing works, photographs, characters, or references found elsewhere.

Arto Ofir Buskila holds no liability or responsibility whatsoever for any copyright infringement, plagiarism, or intellectual property violations committed by the user during their practice, implementation of course techniques, or in their independent artistic endeavors.

8. Automatic Renewals, Subscriptions, and Early Termination

- **Automatic Renewal Terms:**

- Your subscription will automatically renew at the end of the applicable subscription term for a subsequent term of the same length. You will be charged the recurring fee of the agreed amount to your selected payment method until you cancel.

- **Cancellation Policy:**

You may cancel your subscription at any time, exclusively online, without engaging in any further steps that obstruct or delay your ability to terminate.

To cancel, please visit your account settings and click the prominently located "Cancel Subscription" button, or email our support team.

- **Annual Commitment and Early Termination Fee:**

By selecting an "Annual, billed monthly" plan, you agree to a one-year commitment.

If you choose to cancel after the initial 14 days but prior to the end of your one-year term, an early termination fee of 50% of your remaining contract balance will be applied to your payment method.

9. Free Trials and EU Right of Withdrawal

- **Free Trial and Conversion to Paid Subscription:**

If your subscription begins with a free trial, at the end of the trial period, your subscription will automatically convert to a paid subscription, and your payment method will be charged on a recurring basis.

- **EU Right of Withdrawal:**

If you are an EU consumer, you have the right to withdraw from this contract within 14 days of your initial sign-up without giving any reason.

By starting the free trial or accessing digital content immediately upon purchase, you acknowledge that you have been clearly informed of the total costs and that you expressly consent to waive your right of withdrawal once digital streaming or downloading has commenced.

10. Shipping Policy for Physical Products

The Website actively sells physical art supplies.

Our shipping policy aligns with standard international e-commerce practices:

- **Risk of Loss:**

All physical items purchased from the Website are made pursuant to a shipment contract.

This means that the risk of loss and title for such items pass to you upon our delivery to the carrier (e.g., USPS, FedEx, DHL).

- **Customs, Duties, and Taxes:**

For international orders, the recipient is the importer of record and must comply with all laws and regulations of the destination country.

Orders shipped outside of the origin country may be subject to import taxes, customs duties, and fees levied by the destination country.

The Website Owner has no control over these charges and cannot predict what they may be. All additional charges for customs clearance must be borne by the recipient.

11. Limitation of Liability

To the maximum extent permitted by applicable law, our software, platform, and any other features are provided "as is". However, nothing in these terms shall exclude or limit our liability for death, personal injury, or damage to property caused by a defect in our products, where such liability cannot be lawfully excluded under the EU Product Liability Directive.

12. Accessibility Statement (ADA Compliance)

We are committed to making our website and services accessible to all individuals, including those with disabilities.

We strive to comply with the Web Content Accessibility Guidelines (WCAG) to ensure our platform is navigable via assistive technologies, screen readers, and keyboard-only functionality.

If you experience any difficulty accessing our services, please contact our support team.

13. Dispute Resolution and Governing Law

These Terms, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with standard international commerce laws, excluding conflict of law principles.