



Terms & Conditions

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GENERAL

1. The term Jal means the corporate entity Jal00t with company number 0804382101
2. The terms customer, client and visitor mean the individual visiting/purchasing products from the website/webshop Jal00t.com or commissions via email with Jal (info@jal00t.com).
3. The customer is the one who enters into an agreement with Jal. Be it through the purchasing/pre ordering of (digital) products or the requesting of a custom work (commission) after its initial payment.
4. Jal reserves the right to adjust, change and add to these terms and conditions at any given time.

VALIDITY/APPLICABILITY

1. These terms and conditions apply to all agreements and offers whereby Jal provides services (such as custom works (commissions)) and/or (digital) products or offers.
2. Deviations from these terms and conditions are only valid if explicitly agreed upon in writing (email).
3. If it appears that one or more clauses in these terms and conditions are faulty or void, the rest of the general terms will remain valid and new clauses will be added as soon as possible.
4. Any additional addenda apply to these terms and conditions, and vice versa.
5. These terms and conditions are only legally valid in English.
 - a. It is the customer/visitor's responsibility to have the terms and conditions translated to a language of choice if English is not comprehensible to them.
6. Jal expressly reserves the right to change the information on the website and webshop at any time.

AGREEMENTS & OFFERS

1. The agreement is initiated when a product/service of Jal's is purchased or the first payment of a commission has been placed successfully.
 - a. For products (physical and digital) the agreement start is confirmed when the customer receives an email/website notification/website page/website redirect stating their payment has gone through and hence the order has been successfully placed.
 - b. For commissions, the agreement starts when the (first) payment on which Jal and the customer have agreed upon via email has successfully been placed AND Jal has sent a confirmation email to the customer about having received said payment.
2. Jal cannot be held accountable to his offers or prices and information shown on the website and webshop if the customer can reasonably understand that there has been an obvious mistake made (such as a typo, for example) or an error has occurred (such as a webshop defect).
3. Offers and pricing do not automatically apply to future ones or when products are restocked or similar services are repeated.

4. Agreement durations come to a close on the 15th day after a customer has received their package (not applicable for downloadable content or custom content (such as commissions))
 - a. For downloadable content, the agreement comes to a close once the customer has downloaded their purchase within 14 days after their payment OR on the 15th day after the customer has purchased the digital product.
 - b. For commissions and custom content, the agreement comes to a close once the customer has placed their final payment AND has been given the finished product in digital form by Jal (through email or via a link).
 - i. In case of physical custom content (meaning content made specifically for this customer and shipped to their address of choice, the agreement will come to a close on the 15th day after they have received their product).
5. In cases of 'force majeure' (unforeseeable circumstances that prevent Jal from fulfilling a service) Jal has the right to put a stop to the running agreement.

PRODUCTS

1. Images accompanying products cannot be guaranteed to show the exact colouring that the product has in real life. Artwork colours, contrasts and brightness may be influenced by the material they're printed on.
2. Misfit prints/stickers are flawed products and clearly communicated as such. The customer does not have the right to claim compensation or dissolve the agreement if they're dissatisfied with a Misfit print or sticker's quality.
3. Surprise products/packages are handpicked by Jal and clearly communicated as such. The customer does not have the right to claim compensation, swap items or demand a refund if unhappy with the products they've received.
4. Downloadable products can be purchased for personal use only. Editing (with the intent of sharing the edited result anywhere online), reselling, redistributing, AI scraping or sharing of downloaded (in their original high quality version) products is strictly prohibited!
 - a. Downloadable products can not be refunded
 - b. Downloadable products come in RGB or CMYK (please see the product's description for more information)
 - i. Printing quality will depend on the customer's printer as well as on the colour profile and the paper used. (the printed result is the customer's/third party's responsibility)
 - c. Downloadable products are available for download for 31 days after purchase
 - i. It is the customer's responsibility to download the file within the aforementioned window of time.

COMMISSIONS

1. Commissions are a service provided by Jal wherein a personalised artwork is created in discussion with the customer.
2. Commissions are delivered as digital goods via email or via a link.
 - a. A physical print and/or sticker can be shipped to the customer for an added fee (this option is exclusively available to Patreon members of the Standard and Deluxe tiers on Jal00t's Patreon: <https://patreon.com/jal00t/>)
3. The entire workflow and payment flow for commissions is run through personal email interactions with Jal (info@jal00t.com) and PayPal.
4. Commissions cannot be refunded.
5. Please visit <https://www.jal00t.com/legal> to find the Commissions Addendum.

PRICING

1. All prices mentioned on the website include VAT
2. All prices mentioned on the website are in US dollars with the exception of costs mentioned in commission forms.
3. Prices and rates are subject to changes, material errors and typing errors.

PAYMENT

1. All payments are to be placed online during the checkout procedure for products or via PayPal Invoice for (some) custom content and commissions.
 - a. The customer is not allowed to pay for a webshop product outside of the webshop's checkout procedure except if explicitly agreed upon in email writing (info@jal00t.com) with Jal.
2. All webshop payments run through PayPal.
 - a. Available payment methods:
 - i. Bancontact (Belgium)
 - ii. BLIK (Poland)
 - iii. Credit and debit cards
 - iv. eps (Austria)
 - v. giropay (Germany)
 - vi. iDEAL (Netherlands)
 - vii. MyBank (Italy)
 - viii. Przelewy24 (Poland)
 - ix. SOFORT (Austria, Belgium, Germany, Spain, Netherlands, United Kingdom)
 - x. Trustly (Sweden)
 - xi. Venmo (United States of America)
3. In case of delayed payments or lack thereof, Jal has the right to cancel the customer's order/service.

SHIPMENT & DELIVERY

1. Orders of physical products are made, packed and shipped out within 1 to 8 business days after a successful payment (unless stated otherwise such as may be the case with Preorders and Made to Orders)
2. When an order consists of in stock items as well as preorder items, the preorder shipment date will apply to all items. (f.e. would a customer order an in stock product in September and a preorder item that will be made in October, the entire order will be shipped out to the customer once the preorder item has been made in October). It is the customer's responsibility to place separate orders if they want the in-stock item to be shipped separately and sooner than the preorder one.
3. Downloadable orders are available instantly after payment and will remain available to download for 31 days after purchase.
4. Custom digital content (such as commissions) will be delivered to the customer per email or via a link once it's finished AND once the entire payment has been handled.
5. All* shipped orders have a tracking number added to them which will be shared with the customer via email.
 - a. *When the customer options for the cheaper shipping method 'No tracking', they will not receive a tracking number. (Refunds/compensations may not apply in case of delays or loss of packages without tracking information)
6. Import taxes may apply. Country-specific taxes are not included in the prices shown on the webshop and may have to be paid separately once an order arrives in the customer's country. Jal is not liable for these costs and it is the customer's responsibility to inform themselves about this beforehand if so desired.
 - a. In case a package is returned to Jal after failure by the customer to pay the required import tax, AND the products are undamaged AND there was no mistake made on Jal's or the customer's part; the order excl. shipping costs will be refunded to the customer within 14 days after Jal has received the order back.
 - i. Custom made items are not up for refund unless they can be resold to someone else.
7. Durations* of shipment are as follows;
 - a. Europe: 4 to 10 business days.
 - b. Rest of the world: 10 to 20 business days.

**Excluding delays caused by customs and (inter)national holidays. Excluding production and packing time. Jal is not responsible for any delays during the shipment procedure.*

PACKAGING & DAMAGES

1. All orders are packed securely to minimise the risk of damages during the shipping procedure.
2. Jal is not responsible for any damages to the products that may have occurred during their journey.

- a. In case of severe* damage, a compensation in the form of a webshop coupon may be offered, provided the customer offers visual proof of the damage and it is agreed upon explicitly by Jal through email (info@jal00t.com).
- b. If Jal suspects foul play, he maintains the right to withhold the compensation altogether.

**Severe damage is any damage to a product that deems it no longer usable, enjoyable or resellable (f.e. rain damage, broken frame, cracked keychain, ripped print across the art, etc).*

RETURNS & CANCELLATION

1. (EU ONLY) Any physical product order that is not custom made can be cancelled/returned without providing any reason as to why within 14 days after the customer has received their product.

Right of Withdrawal (EU) The European Right of Withdrawal is a law in which you as the customer have the right to cancel your online purchase for no specific reason whatsoever and this within a window of at least 14 days after having received your order. A cancellation will grant you the right to have the costs of your purchase returned (including shipping costs). You can find more information about this here: https://europa.eu/youreurope/citizens/consumers/shopping/guar_returns/index_en.htm

- a. The product will be paid back fully within 14 days after the customer's request (OR within 14 days after Jal has received the product back successfully) if the following apply;
 - i. The customer applies for a cancellation/return within 14 days after having received the order, through the form found here: <https://www.jal00t.com/return-form/> AND they send back the product within 14 days after filling in this form (a receipt of the return shipment can be used as proof of this);
 1. Or- the customer applies for a cancellation before the order status has been changed to 'Completed', through the form found here: <https://www.jal00t.com/return-form/>
 - ii. The product is undamaged (unwrapping or unpacking of the order is allowed);
 - iii. The product is not custom made for the customer and therefore can be resold by Jal to a different customer;
 - iv. The product is not a commission;
 - v. The product is a physical good and not a digital or downloadable one.
2. The shipping costs will be paid back fully if the return requirements mentioned above are valid with exception of the following;
 - a. When multiple products have been purchased in the order but only one is to be returned.
 - i. In this case, the product will be refunded and the shipping costs will not.
 - b. Any discounts provided in the original order will be applicable to the refund.

- c. In case a package is returned to Jal after failure from the customer to pay the required import tax, AND the products are undamaged AND there was no mistake made on Jal's or the customer's part; the order excl. shipping costs will be refunded to the customer.
- d. In case a package is returned to Jal because of an error during the shipment procedure Jal will inform the customer of this through email before taking further action.
 - i. Depending on the state of the products and the reason for the package's return to sender, refunds (excl shipping costs) may apply.
- e. For countries outside the EU, aforementioned terms may apply. Returns are less likely (because of import difficulties and costs) but (partial) refunds and compensations are possible in most cases.
- f. Outside of EU customers can turn to the contact form in case they want to return or refund an item here <https://www.jal00t.com/contact/> (Jal prioritises customer satisfaction and will try his best to help all customers, in or outside of Europe!)
- g. When the customer picks 'No tracking' as a shipping method, refunds will not be applicable if the package gets severely delayed or lost!

COPYRIGHT

1. All products in the webshop are made by Jal and copyrighted to Jal00t.
 - a. Some works are inspired by franchises which Jal does not claim to own or in any way be connected or partnered to.
2. All images on the website and webshop are made by Jal, including product images, logos and banners.
3. All of aforementioned properties -as well as published and unpublished commissions- are not to be reproduced, resold, edited, copied or manipulated without explicit written consent from Jal himself via email (info@jal00t.com) interactions with the client.
4. Purchasing products -both physical and digital- do not make the customer the owner of the original artworks/stories portrayed within them.
5. Purchased products (physical and custom) with exception of Patreon Exclusive works, digital (downloaded) prints, physical books and PDFs of books may be shared online on social media while keeping the following in mind;
 - a. Slander is prohibited,
 - b. Claiming to be the owner of the artworks/stories portrayed in the products is prohibited,
 - c. Reselling, copying and editing is prohibited.
 - d. Using AI technology on any of Jal's art and writings is strictly prohibited!
 - e. Scanning and uploading pages/sharing pictures of pages of books or (partially) sharing the PDF online is strictly prohibited!
6. Binding PDFs is allowed for personal use only! A bound PDF does NOT mean the customer can now resell this PDF (be wary that stories are copyrighted and this falls under plagiarism and theft)

7. When sharing images of personally (by the customer) bound PDFs, it needs to be stated clearly that the cover of the book is not in any way connected to Jal00t but that the story inside is.
8. When sharing images of personally (by the customer) bound PDFs, it is mandatory to link back to the book and PDF's product page on <https://www.jal00t.com> (were the page to no longer exist, the customer is to link back to webshop <https://www.jal00t.com/store/>)

COMPLAINT

1. In case a customer or visitor is dissatisfied with products or services delivered, they may fill in the contact form on this page <https://www.jal00t.com/contact/> within 7 days after they've come across the reason for their complaint. Jal will respond to this complaint as soon as possible to offer an applicable solution or suggestion.

GDPR

1. The visitor/customer acknowledges that they have taken note of and agrees to the privacy & cookie policy as well as the disclaimer and any addendum. These are an integral part of the terms & conditions and are considered accepted.
2. Jal and the customer acknowledge that the processing of personal data in the context of the agreement is governed by the Belgian law of December 8, 1992 (Privacy Act) and from May 25, 2018 Regulation (EU) (the GDPR), which will replace the Privacy act.

CONTACT

1. Jal can be contacted via the email address info@jal00t.com and will respond as soon as possible. (No reply after 7 days? Please try the contact form on the contact page here <https://www.jal00t.com/contact/>)
2. For questions about orders, the website or products and services, Jal can be contacted via the contact form which can be found on the contact page here <https://www.jal00t.com/contact/>
 - a. For cancellation/return of an order, the form on the following page can be used <https://www.jal00t.com/return-form/> (EU only)
 - b. For all other countries, Jal can be contacted through the contact form here <https://www.jal00t.com/contact/>
 - c. For complaints it is recommended to use the contact form for this which can be found here <https://www.jal00t.com/contact/>
 - d. Jal cannot be contacted via phone.
 - e. Problems with the forms? Please try sending an email to info@jal00t.com or alternatively reach out via social media (last resort) here <https://linktr.ee/mik00t/>