Terms & Conditions

Bird Atelier

Operator	Amael Loic Bogne, operating as Bird Atelier
Products	Bird Atelier, and other products offered through Bird Atelier
Website	https://birdsartatelier.com
Effective date	November 8, 2026
Version	1.0

Please read before purchasing

These Terms form part of the agreement for the one-time purchase and use of Bird Atelier. They include important information about platform access, intellectual property, refunds, Quebec consumer rights, and the safe use of art materials.

Quebec language notice

For a Quebec consumer, a French version of these Terms and related contract documents must be provided before the consumer is asked to accept the English version. A customer may be bound by the English version only after receiving the French version and expressly choosing English.

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1. Business and platform information

Business	Bird Atelier
Operator	Amael Loic Bogne
Address	6-3881 Av Linton, Montreal, Quebec, Canada
Email	kyme@birdsartatelier.com
Website	https://birdsartatelier.com

Amael Loic Bogne operates Bird Atelier as an individual in Quebec, Canada. Bird Atelier is an online watercolor platform for painting birds. In these Terms, “we,” “us,” and “our” refer to Amael Loic Bogne operating as Bird Atelier. “You” and “your” refer to the visitor, purchaser, member, or person using the service. “The platform” refers to Bird Atelier and any product offered through it, including its bonuses.

2. Application and acceptance

These Terms govern your visit to https://birdsartatelier.com, your purchase of Bird Atelier, and your access to the related catalogue, video lessons, painting steps, workspace materials, downloads, member features, and support. The platform description, checkout disclosures, order confirmation, refund terms, Privacy Policy, and any additional terms expressly shown and accepted during purchase also form part of the agreement. Before submitting an order, you must be given a reasonable opportunity to review the applicable information, correct errors, and expressly accept the agreement. By selecting the acceptance box, completing the purchase, or accessing the platform, you confirm that you have reviewed and agree to these Terms, subject to rights that cannot legally be waived.

2.1 French and English versions

For contracts with Quebec consumers, the French version of the applicable contract and related documents is provided first. After receiving the French version, the consumer may expressly choose to be bound by the English version. No fee is charged for the French version. The parties confirm that the French version of this agreement was first provided to them and that they have expressly chosen to be bound by the English version. Les parties confirment que la version française de la présente convention leur a d’abord été remise et qu’elles ont expressément choisi d’être liées par sa version anglaise.

3. Eligibility

You must be at least 18 years old or have the authorization of a parent or legal guardian to purchase the platform. A parent or guardian purchasing or authorizing use for a minor is responsible for evaluating whether the platform is suitable and for supervising the child's use of art materials and tools.

4. Platform description

Bird Atelier is a self-paced online platform intended to teach watercolor bird painting. It includes a catalogue of birds to paint, video lessons and painting steps, a workspace for each bird with its reference, tracing outline, Color Map and Mixing Guide, a starter palette, a guided Beginner Route, and a Personal Studio that keeps your birds in one place. The specific features, bonuses, downloads, and support included in your purchase are those described on the sales and checkout pages at the time of purchase.

The platform may include:

- recorded video demonstrations;
- written painting steps and instructions;
- references, tracing outlines, color maps, mixing guides, and downloadable guides;
- practice projects and guidance;
- platform updates, new birds, and corrections; and
- email-based customer support relating to access, billing, or the platform, as described at purchase.

Unless expressly stated in writing, the purchase does not include physical paints, brushes, paper, or other supplies, one-to-one coaching, certification, accreditation, or a guarantee of professional or commercial results.

5. Price, currency, and taxes

Prices are displayed and payable in United States dollars (USD), unless the checkout expressly states otherwise. The checkout will show the price, applicable discounts, taxes, total amount, currency, and payment schedule before you submit the order. Your card issuer, bank, or payment provider may apply exchange rates or foreign-transaction fees. Those charges are imposed by the provider and are not retained by Bird Atelier. Applicable sales taxes are charged or included as shown at checkout. Promotional prices apply only for the stated period and conditions.

6. Payment and Quebec instalment rules

Bird Atelier is sold as a one-time purchase and is not an automatically renewing subscription. "One-time purchase" describes the absence of recurring renewal charges; it does not override any legally required instalment schedule. Card payments are processed by Stripe and PayPal payments by

PayPal. By submitting payment information, you authorize that processor to charge the displayed amounts on the displayed dates.

6.1 Quebec consumers

Where the Quebec rules for a service contract involving sequential performance for instruction, training, or assistance apply: no payment or deposit will be collected before we begin performing our principal obligation; the consumer's obligation will be collected in at least two approximately equal instalments, with payment dates placed approximately at the beginning of approximately equal periods of the contract; a single instalment will be used only where a statutory exception applies, including where the total obligation is USD $100 or less including applicable taxes, or the instruction is performed over no more than three consecutive days; and the order confirmation or contract will state the required service description, commencement date, duration or instructional distribution, applicable rate, total amount, and payment schedule. If a checkout configuration conflicts with a mandatory Quebec rule, the mandatory rule prevails and the payment schedule must be corrected.

7. Online order process and contract copy

Before an online purchase is completed, the checkout will disclose the information required by applicable law, including the merchant identity and contact information, a description of the platform, price and taxes, currency, payment terms, access information, cancellation or refund terms, and other material restrictions or conditions. You will be able to review the order and correct errors before submitting it. After purchase, a confirmation and copy of the applicable agreement will be sent to the email address provided, in a format that can be retained and printed. You are responsible for providing an accurate, functioning email address and reviewing messages sent to it. Contact us promptly if a confirmation or access message is not received.

8. Platform access

Unless the sales or checkout page states a later launch date, access begins after the purchase is successfully authorized and the platform is made available to your account. Access instructions are sent electronically. If you do not receive access within 24 hours after successful payment, contact kyme@birdsartatelier.com. We may request information reasonably necessary to locate the order and verify identity.

9. Lifetime access

Your one-time purchase includes lifetime access to Bird Atelier, including everything added to it later, subject to these Terms and any mandatory law. It requires no further payments. "Lifetime access" means access for the commercial lifetime of Bird Atelier while Bird Atelier continues to operate and host the platform. It does not mean the biological lifetime of the purchaser and does not guarantee that a particular bird, lesson, bonus, third-party technology, file format, or feature will remain unchanged forever. Birds you have saved or started stay in your Personal Studio, even if they later

leave the catalogue. If the platform is permanently discontinued, we will take reasonable steps, where practicable, to provide advance notice or a reasonable opportunity to access or download eligible materials. This section does not limit any remedy required by consumer law.

10. Thirty-day money-back guarantee

In addition to any mandatory legal rights, Bird Atelier includes a 30-calendar-day, no-questions-asked money-back guarantee. To request a refund, email kyme@birdsartatelier.com within 30 calendar days after the purchase date and provide the name and email address used for the order and, if available, the order number. You do not need to provide a reason. A full refund is issued to the original payment method within 24 hours of your request. Bank and payment-processor posting times are outside our control. Once a full refund is issued, platform access and the associated licence may be terminated. This voluntary guarantee does not replace, restrict, or shorten any statutory cancellation, refund, legal-warranty, chargeback, or other right that cannot lawfully be excluded.

11. Mandatory Quebec cancellation rights

A Quebec consumer may have additional rights under the Consumer Protection Act, including the rules applicable to service contracts involving sequential performance for instruction, training, or assistance and the rules governing distance contracts. Where sections 190 to 196 of the Consumer Protection Act apply to the purchase, the following compulsory clause forms part of the agreement:

> **Clause required under the Consumer Protection Act**
> (Service contract involving sequential performance for instruction, training or assistance) The consumer may cancel this contract at any time by sending the form attached hereto or another notice in writing for that purpose to the merchant. This contract is cancelled, without further formality, upon the sending of the form or notice. If the consumer cancels this contract before the merchant has begun the performance of his principal obligation, the consumer has no charge or penalty to pay. If the consumer cancels this contract after the merchant has begun the performance of his principal obligation, the consumer must pay only: (a) the price of the services rendered him, computed on the basis of the rate stipulated in the contract; and (b) the less of the following 2 sums: $50, or a sum representing not more than 10% of the price of the services that were not rendered him. Within 10 days following the cancellation of the contract, the merchant must restore to the consumer the money he owes him. It is in the consumer's interest to refer to sections 190 to 196 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

A cancellation may be sent to kyme@birdsartatelier.com or to 6-3881 Av Linton, Montreal, Quebec, Canada. Where a prescribed cancellation form must accompany the contract, it will be supplied with the order confirmation. The cancellation is effective at the time the written notice is sent where the applicable law so provides. Distance-contract cancellation rights may also apply where required pre-

contract information or a retainable copy of the agreement is not provided, or where the principal obligation is not performed within the legally applicable time. Nothing in these Terms limits those rights.

12. Accounts and security

You may be required to create a personal member account. You agree to:

- provide accurate and current information;
- maintain one personal account unless we authorize another arrangement;
- keep login credentials confidential;
- not allow another person to use your account or access the platform through your login;
- notify us promptly of suspected unauthorized access; and
- take reasonable steps to secure the device and email account used to access the platform.

We may require a password reset, identity verification, or another reasonable security measure. You are not responsible for unauthorized activity caused by our fault or another matter for which liability cannot lawfully be transferred to you.

13. Personal-use licence

After a valid purchase, we grant you a limited, personal, non-exclusive, non-transferable, and revocable licence to access and use the platform materials for your own educational and non-commercial use, subject to these Terms.

You may:

- watch the lessons for your own learning;
- download files expressly made downloadable;
- print reasonable copies of references, outlines, and guides for your own use;
- apply the techniques to paintings you create; and
- sell original physical paintings that you personally create using skills learned on the platform.

You may not: share, sell, lend, or transfer your account or login; record, copy, reproduce, scrape, or download videos except through an authorized feature; upload, publish, distribute, sublicense, or resell platform content, including references, outlines, color maps, and guides; remove copyright, branding, or ownership notices; present our lessons, guides, curriculum, or demonstrations as your own; use platform materials to build or sell a substantially copied or derivative course or product; use platform files to train or evaluate an artificial-intelligence model or create a competing dataset without written permission; circumvent access, security, or digital-rights controls; or use the materials for an unlawful, fraudulent, or harmful purpose.

14. Intellectual property

The website and platform materials—including videos, photographs, references, tracing outlines, color maps, mixing guides, demonstrations, text, graphics, downloads, branding, logos, selection and arrangement of content, and platform structure—are owned by or licensed to Bird Atelier and are protected by applicable intellectual-property laws. Some reference materials are used under third-party licences, which may carry their own attribution requirements. Purchasing access provides a licence to use the materials; it does not transfer ownership. “Bird Atelier” may not be used as your business, course, product, or endorsement name without prior written permission, except for a truthful statement that you are a member of or learned with Bird Atelier.

15. Your paintings and submissions

You retain ownership of original paintings, photographs, and other materials you create and submit. When you submit material for feedback, support, account administration, or a platform feature, you grant us a limited, non-exclusive permission to host, copy, display, transmit, and otherwise use it only as reasonably necessary to provide that feature, respond to you, maintain records, or protect the service. We will not use your name, photograph, painting, review, or testimonial in public marketing without separate permission, unless you deliberately submit it through a feature clearly identified as public. You represent that you own the submitted material or have permission to use it, that its submission does not violate another person’s rights, and that it does not contain unlawful, malicious, abusive, or unnecessarily sensitive content. We may remove material that violates these Terms or applicable law.

16. Materials and safe practice

> **Safety notice**
> Some watercolor pigments contain compounds, such as cadmium or cobalt, that are harmful if swallowed or inhaled as dust. Platform demonstrations are educational and cannot account for every product, workspace, medical condition, or local rule.

You are responsible for:

- reading and following all manufacturer instructions, warnings, and age guidance for any product you use;
- not eating, drinking, or smoking while painting, never pointing a brush with your lips, and washing your hands after painting;
- keeping paints, painting water, and palettes away from food, children, and pets;
- avoiding sanding or scraping dry pigment into dust, and providing adequate ventilation when using masking fluid, sprays, fixatives, or varnishes;

- using craft knives, scissors, and paper-cutting tools with care, and keeping them away from children and pets;
- checking product labels for allergens or irritants before use if you have a known sensitivity;
- working in adequate light and taking regular breaks to reduce eye strain and repetitive strain during long sessions; and
- stopping and seeking qualified assistance if you notice skin or breathing irritation, dizziness, or another unsafe condition.

Consult a qualified health professional if you have a condition that may be affected by art materials or repetitive hand use.

17. Educational nature and results

The platform provides general educational information and artistic demonstrations. It is not medical, occupational-health, legal, tax, or business advice. Results vary according to practice, reference quality, tools, materials, motor skills, time invested, prior experience, artistic decisions, and other individual factors. We do not guarantee:

- a particular artistic result or exact reproduction of a demonstration;
- mastery within a particular period;
- income, customer demand, sales, social-media engagement, or commercial success;
- professional certification or eligibility for employment; or
- that every technique, tool, or material will be suitable for every person or project.

Testimonials and examples describe individual experiences and are not promises of typical or guaranteed results.

18. Acceptable use

You must not: use the website or platform to violate a law or another person's rights; attempt unauthorized access or interfere with security or availability; introduce malware, harmful code, automated scraping, or excessive requests; impersonate another person or provide materially false information; harass another member, instructor, or service provider; make fraudulent payment, refund, or chargeback claims; collect another person's information without authorization; or use a platform feature for spam, unrelated solicitation, or abusive content.

19. Third-party products and services

The platform may mention or link to paints, brushes, paper, palettes, other art supplies, software, retailers, social platforms, payment services, or other third-party products and services. Unless expressly stated, those products and services are not manufactured, operated, or controlled by us. Availability, specifications, pricing, safety instructions, and third-party terms may change. You are responsible for reviewing the applicable manufacturer instructions and determining whether a

product is suitable for your intended use. Where a link is an affiliate link or we may receive compensation, we will make an appropriate disclosure.

20. Availability and platform changes

We may make reasonable changes to the catalogue, lesson order, presentation, file formats, demonstrations, platform technology, support methods, or features to correct errors, improve the platform, maintain security, comply with law, or replace discontinued technology, provided the core educational service purchased is not materially reduced contrary to applicable law. Birds may be added to or leave the catalogue over time; birds already in your Personal Studio remain available to you as described in Section 9. Temporary interruptions may occur because of maintenance, internet failures, security events, provider outages, or circumstances beyond reasonable control. We will use reasonable efforts to restore access.

If a material paid service cannot be provided, available remedies will be determined under the purchase agreement and applicable consumer law.

21. Suspension and termination

We may suspend or terminate access where we reasonably believe that:

- an account is being shared or accessed without authorization;
- payment was fraudulent or properly reversed;
- platform materials are being copied, sold, or distributed;
- your conduct creates a serious legal, security, safety, or operational risk;
- you materially breached these Terms; or
- suspension is required by law or by a service provider whose technology is necessary to provide the platform.

Where reasonable, we will provide notice and an opportunity to correct the issue. Suspension or termination does not remove any mandatory refund, cancellation, legal-warranty, or consumer right.

22. Legal warranties and mandatory rights

Nothing in these Terms excludes, restricts, or modifies a legal warranty, statutory cancellation right, remedy for false or misleading representations, right under Quebec's Consumer Protection Act, or other protection that cannot legally be waived. If a provision conflicts with mandatory law, the mandatory law prevails and the provision applies only to the maximum extent permitted. The remainder of the agreement continues to apply where legally possible.

23. Additional disclaimers

Subject to Section 22 and to the extent permitted by law, the website and platform are provided on an "as available" basis. We do not make additional promises that access will never be interrupted, that

every error will be corrected immediately, that a specific third-party platform will operate indefinitely, or that the platform will be compatible with every device, browser, tool, or material.

24. Limitation of liability

Subject to mandatory law and to the extent liability may lawfully be limited, we are not liable for indirect, incidental, special, or consequential loss arising from unauthorized account use, third-party service failure, loss of Internet access, reliance on a third-party product, lost anticipated profit or opportunity, or use of platform materials contrary to instructions and safety warnings. Where a monetary limit is legally permitted, our aggregate liability arising from the purchase will not exceed the amount you paid for it. This section does not apply to fraud, intentional wrongdoing, gross fault, bodily or moral injury, or another form of liability that cannot lawfully be excluded or limited.

25. Responsibility for your conduct

To the extent permitted by law, you are responsible for direct loss caused by your unlawful conduct, infringement of another person's rights, unauthorized distribution of platform materials, deliberate interference with the service, or material misrepresentation. This section does not require a consumer to compensate us for loss caused by our own fault or for an obligation that cannot legally be imposed on the consumer.

26. Privacy

Our collection, use, disclosure, retention, and protection of personal information are described in the Privacy Policy. Privacy consent will be obtained separately where required and is not created merely by accepting these Terms.

27. Electronic communications

You agree that order confirmations, receipts, contract copies, access instructions, security notices, service messages, and support responses may be delivered electronically to the email address you provide. Transactional communications do not automatically authorize unrelated promotional emails. Promotional messages are sent only where permitted and include an unsubscribe mechanism.

28. Changes to these Terms

The Terms applicable to a purchase are those presented when the agreement is entered into. We may update website Terms prospectively to reflect changes to services, technology, or law. A later change will not materially reduce an existing paid right without a valid legal basis or consent where required. The current version will display its effective or last-updated date. Material changes will be communicated where required.

29. Governing law and disputes

These Terms are governed by the laws applicable in Quebec and the federal laws of Canada applicable there, without restricting mandatory rights available to a consumer in another jurisdiction. A Quebec consumer retains the right to bring a proceeding before a court that has jurisdiction under applicable consumer law. Nothing in these Terms requires a consumer to submit a dispute to binding arbitration, litigate outside Quebec, or waive a statutory remedy. Before formal proceedings, you and we are encouraged, but not required, to attempt to resolve the issue by contacting kyme@birdsartatelier.com.

30. General provisions

30.1 Severability

If a provision is invalid or unenforceable, it will be limited or interpreted to the minimum extent necessary, and the remaining provisions will continue to apply unless doing so would be inconsistent with mandatory law or the essential purpose of the agreement.

30.2 No waiver

A delay or failure to exercise a right does not by itself waive that right.

30.3 Assignment

You may not transfer the personal licence without our written consent. We may transfer the business or agreement as part of a legitimate sale, reorganization, or succession, subject to applicable law and without reducing mandatory consumer rights.

30.4 Entire agreement

The agreement consists of the material platform description and representations on the sales page, checkout disclosures, order confirmation, these Terms, the Privacy Policy where relevant, any legally required contract wording and cancellation form, and any additional written terms expressly accepted by both parties. Mandatory law prevails over an inconsistent term.

31. Contact

Business	Bird Atelier
Operator	Amael Loic Bogne
Address	6-3881 Av Linton, Montreal, Quebec, Canada
Email	kyme@birdsartatelier.com
Website	https://birdsartatelier.com

The website checkout and order-confirmation process must remain consistent with these Terms, including the French-language sequence, merchant disclosures, USD pricing, instalment rules where applicable, retainable contract copy, and statutory cancellation form where required.