



Terms of Service

Master Agreement

Applicable to all services

Effective date: March 25, 2026

monagencecreative.com

Version Française disponible sur : monagencecreative.com/fr/tos

These Master Terms of Service (the “Master Terms”) govern the relationship between My Creative Agency / Mon Agence Creative (the “Company”, “we”, “us”, “our”) and any client or subscriber (the “Client”, “you”) who purchases or uses any of the Company’s services.

By placing an order, signing a proposal or Statement of Work (SOW), or using any of the Company’s services, you confirm that you have read, understood and agree to be bound by these Master Terms, together with any applicable Service Annex and any signed SOW or order form. A signed proposal constitutes a binding SOW for the purposes of these Master Terms unless the proposal expressly states otherwise.

These Master Terms apply alongside one or more of the following annexes:

- Annex A — Subscription Services
- Annex B — One-Shot Project Services
- Annex C — AI Campaign Production Services

In the event of a conflict, the order of precedence is: (1) the signed SOW, order form or accepted proposal; then (2) the applicable Service Annex; then (3) these Master Terms.

Where no SOW has been signed and the nature of the engagement is ambiguous, subscription-based work defaults to Annex A and project-based work defaults to Annex B.

1. Definitions

“**Company**” means My Creative Agency / Mon Agence Creative, a design and creative production studio operated by Arnaud De Saint Jean.

“**Client**” means any individual or legal entity that purchases or uses the Company’s services.

“**Deliverables**” means the final creative outputs produced by the Company in response to a Brief or SOW, in the formats specified therein. Unless the SOW expressly includes source files, Deliverables refers to final output files only. Source file delivery is governed by the applicable Service Annex.

“**Brief**” means a written request from the Client specifying the required deliverables, objectives, references, assets, timelines and any relevant constraints, submitted through the agreed workflow channel.

“**Business Day**” means any day from Monday to Friday, excluding French public holidays.

“**SOW**” (Statement of Work) means a written statement of work, signed order form, or accepted written proposal specifying scope, pricing, timeline and any special conditions.

“**Service Annex**” means one of Annex A, Annex B, or Annex C, each governing a specific service type.

“**Change Order**” means a written amendment to an existing SOW documenting additional scope, fees or timeline adjustments agreed by both parties.

“**Materially Conform**” means that the Deliverable substantially meets the specifications, objectives and creative direction set out in the applicable Brief or SOW, assessed against the written requirements rather than subjective preference.

2. Scope and Service Delivery

The Company provides creative production and related services as described on its website and in any applicable SOW. Services are delivered remotely unless an SOW expressly provides otherwise.

The Company may use employees and vetted contractors to deliver the services. All contractors engaged by the Company are bound by written confidentiality and intellectual property assignment obligations at least as protective as those in these Master Terms. No subcontracting arrangement affects the Company’s obligations to the Client.

Services are intended for business clients. The Client represents that it is entering into this agreement in a professional capacity.

3. Client Responsibilities

The Client agrees to:

- Provide clear, complete and timely Briefs, references, assets, copy, brand guidelines and technical constraints.
- Ensure that all materials provided to the Company (images, copy, data, music, footage, trademarks) are owned by the Client or properly licensed for the intended use.
- Secure internal approvals in a timely manner to avoid delays.
- Maintain its own backups of all Deliverables once received.
- Use the agreed workflow and communication channel as the primary method for requests and feedback.
- Notify the Company promptly of any regulatory, legal or compliance requirements that may affect the creative work.

Delays or failures caused by the Client's failure to fulfil these responsibilities will not constitute a breach by the Company and may extend agreed timelines at the Company's discretion.

4. Revisions

The scope of revisions included in any engagement is governed by the applicable Service Annex or SOW. Revision entitlements differ by service type; details are set out in each Service Annex.

Regardless of service type, the following will always be treated as new scope requiring a new Brief, Change Order, or additional fees:

- A change of concept or creative direction after the Client has approved a direction.
- Requests that add new formats, new products, new markets or new campaigns not included in the original Brief.
- A full rework of a Deliverable that is unrelated to the original scope.

Additional revision rounds beyond the agreed number for project-based engagements will be billed at the Company's then-current standard rate, communicated in advance.

5. Intellectual Property

5.1 Ownership of Deliverables

Rights to Deliverables transfer on a per-engagement-period basis. For subscription services, the Client acquires rights to Deliverables produced during each billing period upon receipt of full payment for that billing period. For project-based and AI Campaign Production engagements, rights transfer upon receipt of full payment for the specific project.

Until full payment for the applicable period or project is received, the Company retains all rights to the corresponding Deliverables. The Client may not use, distribute or publish any Deliverable before the applicable payment is confirmed.

The nature and scope of the rights transferred are specified in the applicable Service Annex. For subscription services, the Client receives an exclusive licence; for project-based and AI Campaign Production

engagements, the Company assigns full ownership of IP rights. In all cases, the rights granted in the Service Annexes are subject to the Company's limited portfolio display rights under Section 7.

5.2 Review period

The Client is entitled to a review period of five (5) Business Days following delivery of each Deliverable (or each milestone delivery, as applicable) to verify that it Materially Conforms to the Brief. This review period does not require payment. Payment becomes due in accordance with the applicable Service Annex or SOW, and full rights transfer upon confirmed receipt of that payment.

5.3 Pre-existing materials and tools

Each party retains full ownership of its pre-existing materials, tools, templates, methodologies, know-how and processes. Nothing in these Master Terms transfers ownership of either party's pre-existing intellectual property.

The Company may reuse general non-confidential methodologies, technical approaches, and production techniques developed while delivering the services.

5.4 Third-party assets

Some Deliverables may incorporate third-party elements including fonts, stock imagery, mockups, templates, plug-ins, or AI model outputs subject to separate third-party licenses.

Where a third-party license is required for the Client's intended commercial use, the Client is responsible for obtaining and maintaining that license unless the Company confirms in writing that the license is covered and transferable.

The Company will flag known or reasonably discoverable third-party license requirements at the time of delivery and will conduct reasonable due diligence on third-party assets incorporated into Deliverables.

5.5 AI-assisted production

The Company may use AI-assisted tools as part of its internal production workflow, in the same way it uses any other professional creative software. This does not affect the quality standard or the nature of the Deliverables. Where AI production is explicitly part of the agreed scope, the applicable terms are set out in Annex C.

5.6 Moral rights

To the extent permitted by applicable law, the Company waives the exercise of any moral rights (droit moral) in the Deliverables in favour of the Client for the purposes contemplated by the engagement. Where moral rights cannot be waived under mandatory law (as in France), the Company agrees not to exercise such rights in a manner that would prevent the Client's reasonable commercial use of the Deliverables, including the right to adapt, crop, reformat or modify them for the intended purpose.

6. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party that is marked as confidential or that would reasonably be understood to be confidential given its nature.

This obligation does not apply to information that is: (a) publicly available without breach of this obligation; (b) independently developed without use of the other party's confidential information; or (c) required to be disclosed by law or court order, provided the disclosing party gives prompt prior written notice where permitted.

Confidentiality obligations survive termination of the engagement for a period of three (3) years.

7. Portfolio and Public Disclosure

Unless the Client provides a written confidentiality request or the parties have signed a mutual NDA, the Company may showcase non-confidential Deliverables for promotional purposes, including on its website, social media, presentations and case studies.

The Company will not disclose unreleased product information, internal performance data, or confidential business strategy without the Client's prior written consent.

A Client wishing to keep all work confidential must notify the Company in writing before the engagement begins.

8. Non-Solicitation

During an active engagement and for twelve (12) months following its conclusion, the Client agrees not to directly hire, solicit or contract with any employee or long-term contractor of the Company who was materially involved in delivering the services, without the Company's prior written consent.

A breach of this clause entitles the Company to claim liquidated damages equivalent to six (6) months of the relevant individual's last monthly compensation from the Company. The parties acknowledge that this amount represents a genuine and reasonable pre-estimate of the recruitment, onboarding and training costs the Company would incur to replace the individual, and is not intended as a penalty.

9. Payment

Specific payment schedules (deposits, milestone payments, invoicing cycles) are set out in the applicable Service Annex or SOW. The following general provisions apply to all engagements:

- All prices are stated in euros (EUR) and are exclusive of applicable taxes unless stated otherwise.
 - Invoices are payable within the period specified in the applicable Service Annex or SOW.
 - Invoices not paid by the due date will accrue late payment interest at the rate of three (3) times the French legal interest rate, applied on a daily basis from the due date until full payment, together with a fixed recovery indemnity of 40 EUR per unpaid invoice in accordance with French commercial law (Article L.441-10 of the French Commercial Code).
 - The Company reserves the right to suspend services if any invoice remains unpaid more than fifteen (15) calendar days after its due date, following written notice to the Client. Services will resume upon receipt of full payment of all outstanding amounts.
 - The Client may dispute an invoice in good faith by notifying the Company in writing within ten (10) calendar days of the invoice date, specifying the grounds for the dispute. The undisputed portion remains due on the original due date. The parties will seek to resolve the dispute within fifteen (15) Business Days.
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10. Termination

10.1 Termination for cause

Either party may terminate an engagement by written notice if the other party commits a material breach of these Master Terms or the applicable Service Annex and fails to remedy the breach within fifteen (15) Business Days of receiving written notice specifying the breach.

10.2 Termination for convenience

The specific termination conditions for each engagement are defined in the corresponding Service Annex and take precedence over this section. As a general principle, upon termination for convenience of any engagement: (a) the Client will pay for all work completed up to the effective date of termination in accordance with the applicable Service Annex; and (b) the Company will deliver all completed Deliverables for which payment has been received.

10.3 Cancellation fees

Service-specific cancellation terms and fees are set out in the applicable Service Annex. In the absence of specific cancellation provisions, Section 10.2 applies.

10.4 Post-termination obligations

Upon termination or expiry of any engagement: (a) each party will return or destroy the other party's confidential information upon request; (b) the Company will provide final Deliverables for which full payment has been received; and (c) provisions that by their nature survive termination (including confidentiality, limitation of liability, indemnification, intellectual property and non-solicitation) will continue in effect.

11. Warranty

The Company warrants that it will perform the services with reasonable skill and care, and that Deliverables will Materially Conform to the agreed Brief at the time of delivery.

To the maximum extent permitted by applicable law, all other warranties are excluded. The Company does not warrant that Deliverables will achieve specific commercial outcomes, advertising performance metrics, conversion rates, or business results.

12. Limitation of Liability

To the maximum extent permitted by applicable law:

- Neither party will be liable for indirect, incidental, special, consequential or punitive damages, including loss of profit, revenue, business opportunity, goodwill or data.
- The Company's total aggregate liability arising out of or related to any subscription engagement will not exceed the total fees paid by the Client to the Company in the three (3) months immediately preceding the event giving rise to the claim.
- For one-shot projects or AI Campaign Production engagements, the Company's liability cap is the total fees paid for the specific project giving rise to the claim.

Nothing in these Master Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, for fraudulent misrepresentation, or for intentional misconduct (faute dolosive).

13. Indemnification

13.1 Client indemnification

The Client agrees to defend, indemnify and hold harmless the Company and its personnel against any third-party claims, damages, losses and expenses (including reasonable legal fees) arising out of or related to:

- Materials provided by the Client that infringe third-party intellectual property rights.
- The Client's use of Deliverables in a manner not contemplated by the Brief or not permitted under these Terms.
- The Client's breach of any representation, warranty or obligation under these Master Terms or any applicable Service Annex.
- Any regulatory violation or non-compliance in the Client's industry arising from the Client's use of Deliverables.

13.2 Company indemnification

The Company agrees to defend, indemnify and hold harmless the Client against any third-party claims, damages, losses and expenses (including reasonable legal fees) arising from infringement of third-party intellectual property rights by any element of a Deliverable that was created by the Company (excluding elements provided by the Client, elements arising from the Client's instructions, and third-party licensed components disclosed at delivery). This indemnity is subject to the liability cap in Section 12.

13.3 Indemnification procedure

The indemnified party must: (a) notify the indemnifying party promptly in writing; (b) give the indemnifying party reasonable control of the defence; and (c) cooperate at the indemnifying party's expense. The indemnified party may participate in the defence at its own cost.

14. Data Protection

Where personal data is processed in the course of providing the services, both parties will comply with applicable data protection laws, including the General Data Protection Regulation (GDPR) where applicable.

The Company processes only the personal data strictly necessary to provide the services. The Client is responsible for ensuring it has a valid legal basis to share any personal data with the Company.

A data processing addendum (DPA) forms part of these Master Terms where personal data is processed by the Company on behalf of the Client. The DPA is available at monagencecreative.com/dpa or upon request. Where no personal data is processed on the Client's behalf, the DPA does not apply.

15. Force Majeure

Neither party will be liable for delay or failure to perform its obligations to the extent caused by events beyond its reasonable control, including natural disasters, pandemics, labour disputes, governmental actions, power or internet infrastructure failures, or acts of war.

The affected party must notify the other as soon as reasonably practicable. If the force majeure event continues for more than thirty (30) calendar days, either party may terminate the affected engagement by written notice without penalty.

16. Insurance

The Company maintains professional liability (responsabilité civile professionnelle) insurance covering the services provided under these Master Terms. The Company will provide proof of coverage upon reasonable written request from the Client.

17. File Retention

Unless otherwise specified in the applicable Service Annex, the Company will retain project files and raw materials for a period of thirty (30) calendar days following final delivery of the applicable engagement. After this period, the Company may delete all project files without further notice.

The Client is responsible for downloading and maintaining its own copies of all Deliverables and source files before the retention period expires. Retrieval of files after the retention period, where still possible, may be subject to a reasonable retrieval fee.

18. Changes to These Master Terms

The Company may update these Master Terms to reflect legal, regulatory, operational or product changes. Updated terms will be published on the website.

For active subscriptions, changes take effect at the next renewal unless the Client objects in writing before that date. For project-based engagements, the Master Terms in force at the time the SOW was signed will apply for the duration of that project.

19. Governing Law and Jurisdiction

These Master Terms are governed by the laws of France.

The parties will seek to resolve any dispute amicably through good-faith negotiation. Failing resolution within thirty (30) calendar days of written notice, the courts of Lyon, France will have exclusive jurisdiction, unless mandatory rules of applicable law provide otherwise.

20. AI Legal Compliance — Client Responsibilities

This section applies to any engagement in which the Company uses artificial intelligence tools to generate, manipulate, composite, or otherwise process visual, audio, or video content involving or derived from identifiable individuals, real or fictitious likenesses, or third-party assets. It applies regardless of the service type (subscription, one-shot project, or AI Campaign Production).

20.1 General principle

The Company acts solely as a technical production provider. The Company generates, retouches or composites content strictly based on the Brief and assets provided by the Client. All legal compliance obligations relating to the use, publication, and distribution of AI-assisted Deliverables are the sole and exclusive responsibility of the Client.

The Client is solely responsible for ensuring that its instructions to the Company, and its downstream use of Deliverables, comply in full with applicable laws and regulations, including without limitation those identified in this section. The Company provides no legal advice and makes no representation as to the legality of any Client use.

20.2 Processing images of real persons — GDPR

When the Client provides the Company with photographs, videos or other visual assets depicting identifiable individuals for AI processing (including retouching, compositing, face manipulation, background replacement, body transformation, or any other AI-assisted modification):

- The Client warrants that it holds a valid legal basis under Article 6 GDPR for the processing of each such individual's personal data.
- Where the processing involves biometric data (including facial features at a resolution sufficient for identification), the Client warrants that it holds an additional legal basis under Article 9(2) GDPR, typically explicit, freely given, specific and documented consent from each individual depicted, before providing such assets to the Company.
- The Client is solely responsible for informing each depicted individual, prior to the processing, that their image will be processed by AI systems, in accordance with Articles 13-14 GDPR.
- The Client is solely responsible for maintaining records of consent and for responding to any data subject rights requests (access, rectification, erasure, objection) in relation to the depicted individuals.

The Company processes such assets solely as a data processor acting on the Client's documented instructions. The Client indemnifies the Company in full against any claims, fines, investigations or proceedings brought by any data protection authority or individual arising from the Client's failure to obtain the required legal basis.

20.3 Right to image and performers' rights — France and applicable law

In France, every person holds an exclusive right over their own image and identifying characteristics (Article 9 of the Civil Code). Any use of a person's likeness without their prior, specific consent constitutes an infringement, regardless of whether the content is generated or modified by AI.

When the Client provides assets depicting identifiable individuals, or instructs the Company to reproduce, simulate or transform a recognisable likeness:

- The Client warrants that it holds a valid, documented right of use (autorisation d'exploitation) from each depicted individual for the specific uses intended, including media type, duration, territory, and commercial context.
- Where the individual is a professional performer, actor, model or athlete, the Client warrants that it holds all required authorisations under performers' rights (droits voisins du droit d'auteur, Articles L.212-1 et seq. of the French Intellectual Property Code), including the right to use AI-generated or AI-modified representations of that individual's performance or likeness.
- The Client is solely responsible for obtaining all required releases, talent agreements, and usage licences before instructing the Company to process any individual's likeness.

The Company will not verify the existence of such authorisations. The Client bears full legal and financial responsibility for any claim brought by a depicted individual or their representative arising from the use of AI-processed Deliverables.

20.4 Replacement of identifiable persons — specific risks

Where the Client instructs the Company to replace, substitute, or remove a specific identifiable individual from existing visual content (including replacing an actor or performer with an AI-generated character or alternative individual), the Client represents and warrants that:

- The Client has independent legal advice confirming that such replacement is lawful in the relevant jurisdiction and does not constitute an infringement of the replaced individual's rights under applicable image rights, performers' rights, or contractual provisions.
- Any existing contractual relationship between the Client and the individual being replaced does not restrict or prohibit such replacement or the AI processing of materials featuring that individual.
- The Client is not using the Company's services to circumvent an active licensing dispute, litigation, or unresolved rights conflict involving the depicted individual.

Standing warranty. By accepting these Terms, the Client provides a standing warranty covering all assets, instructions and Briefs subsequently submitted. The Client warrants that it holds all rights, licences, consents and authorisations necessary for the Company to produce and for the Client to use the resulting Deliverables as intended. This warranty applies regardless of whether the Client has sought independent legal advice. If this warranty proves false or incomplete for any reason, whether knowingly or not, the Client bears sole and full liability, and the Company's indemnification rights under Section 20.8 apply in full.

20.5 AI content disclosure obligations — EU AI Act Article 50

The EU AI Act (Regulation 2024/1689) imposes disclosure obligations on deployers of AI systems that generate or manipulate images, audio, or video constituting a deepfake. These obligations are scheduled to apply from August 2026.

A deepfake is defined under the AI Act as any AI-generated or AI-manipulated image, audio, or video content that resembles existing persons, objects, places, entities or events and could falsely appear authentic to a viewer.

The Client, as the deployer and publisher of Deliverables, is solely responsible for:

- Determining whether any Deliverable constitutes a deepfake within the meaning of the AI Act or any applicable national law.
- Implementing all required disclosure and labelling measures at the time of publication or distribution of any such Deliverable, in compliance with Article 50 of the AI Act and any applicable code of practice, national transposition, or platform requirement.
- Maintaining internal compliance documentation as required by applicable regulations.
- Ensuring that its advertising, marketing, and communications teams are trained on and comply with the disclosure obligations applicable to AI-generated content.
- Where the Client requires disclosure labels, watermarks, or AI-generated content notices to be incorporated into a Deliverable, it is the Client's sole responsibility to provide the exact required text, format, and placement instructions as part of the Brief. The Company will implement such instructions as provided but bears no responsibility for omissions, incorrect wording, or non-compliant labelling resulting from incomplete or absent instructions from the Client.

The Company will, upon request, provide reasonable information about the AI tools and workflows used in production to assist the Client in meeting its disclosure obligations. This does not constitute legal advice.

The Company maintains internal documentation of the AI tools and models used in production workflows and will make reasonable efforts to comply with its own obligations, if any, as a provider or deployer under the EU AI Act.

20.6 Advertising standards and sector-specific compliance

The Client is solely responsible for ensuring that AI-assisted Deliverables used in advertising and marketing campaigns comply with applicable advertising standards, consumer protection regulations, and sector-specific rules in each territory of distribution, including without limitation rules governing claim substantiation, comparative advertising, and the use of digitally altered imagery in regulated sectors.

The Company does not review Deliverables for regulatory compliance. The Client must conduct its own legal and regulatory review prior to publication.

20.7 Right to refuse — confirmation requirement

For any production work involving AI processing of identifiable individuals (including retouching, compositing, face or body manipulation, likeness replacement, or any other AI-assisted modification of real persons), the Client is solely responsible for holding, prior to submitting any assets to the Company, all required consents, authorisations, and usage rights for each identifiable individual depicted in the assets provided. The Company does not request, collect, or review any supporting documentation (model releases, talent agreements, performer authorisations, or data subject consent records) and assumes no verification obligation in this regard.

The Company reserves the right to refuse or suspend any instruction or Brief where it has reasonable grounds to believe that the required rights or consents may be absent. Such refusal does not constitute a breach by the Company, and any fees paid for work already completed remain due.

The Company is under no obligation to verify the existence, validity, or completeness of the rights or consents held by the Client. The Company's performance of work shall in no event be construed as a validation, acceptance, or implicit verification of such rights or consents. If the Client's representations or warranties prove to be inaccurate or incomplete, the Client bears sole and full responsibility, such failure constituting a material breach of these Terms and triggering the full indemnification obligations under Section 20.8.

20.8 Indemnification

The Client agrees to defend, indemnify and hold harmless the Company and its personnel against all claims, fines, damages, losses and costs (including reasonable legal fees) arising from: (a) the Client's failure to obtain required consents, releases, or authorisations from depicted individuals; (b) any violation of data protection law in connection with assets provided by the Client; (c) any breach of applicable AI content disclosure obligations; (d) any infringement of image rights, performers' rights, or third-party intellectual property arising from the Client's instructions or use of Deliverables; or (e) any active or unresolved legal dispute between the Client and a depicted individual that was not disclosed to the Company prior to the engagement.

21. Contact

For questions relating to these Master Terms or any Service Annex, please contact:

My Creative Agency / Mon Agence Creative

Email: legal@monagencecreative.com

Website: monagencecreative.com

This document does not replace advice from a qualified attorney. The Company recommends independent legal review for sector-specific obligations, consumer-facing engagements, or cross-border transactions.