

This is required to be read and agreed to by anyone planning to bid, as it is extremely important in the case of someone winning the bid.

A. Introduction

- a. After the final bid has been placed, the top bidder wins. If they cannot follow through with payment, or wish to back out, the second highest bidder wins, and so on.
- b. As the maker, we reserve the right to turn down or refuse any client for any reason.
- c. If you have any questions about the terms of service, please feel free to ask.

B. Payment Terms and Agreements

- a. Payment will be made *in full* upfront after contact has been established, with the agreed-upon price. Payment will be made through DeviantArt.

C. Rights

- a. After it has been completed, the client may use the commission or purchased imagery for personal use, such as but not limited to:
 - i. Personal enjoyment
 - ii. Individual purposes
 - iii. Personal use property
- b. The commission and any imagery associated with it may not be used for
 - i. Commercial use
 - ii. Reselling
 - iii. Advertising
 - iv. Any profit or financial gain
- c. If the character depicted is transferred in any way, the rights of the commission are negotiated between the owner or owners of the character.

D. Artwork Proposals and Works In Progresses

- a. Updates and prototypes will be provided at the demand of the client, and 100% free of charge.
- b. Any prototypes and updates are confidential, between the client and maker(s). They may be shared after the commission is complete, or with permission.

E. Contract Termination and cancellation

- a. If the commission cannot be followed through by the maker(s), a full refund will be issued to the client.
- b. The client may be able to cancel for financial reasons, *however* depending on the amount of work that has been done, they might not get a full refund.

F. Transfer and distribution

- a. Once completed, the commission will be posted to YouTube. It can be public or unlisted, and this is up to the client.

- b. The commission will also be sent to the client's email as an MP4 in google drive. This is optional.
- c. Files such as but not limited to Photoshop documents, Alight Motion project files, and Flipaclip files can be provided if requested.

Anything in the terms of service is negotiable and flexible. Feel free to contact either Greg or Panda on any questions you may have, or exceptions you would like to be made.