

TERMS OF SERVICE

By commissioning me, you agree to the following terms of service.

REQUEST

- I. The client must reach out to platforms the artist has outlined in their latest commission information post.
 - A. The post will make note of things such as average pricing, and guidelines of what is available. These items are not set in stone, and may be discussed between the artist and client.
- II. The commissioner must provide the artist with a clear, detailed description of the potential piece(s) when first reaching out.
- III. The artist allows both written and visual references for any potential pieces.
 - A. Types of references clients can mix and match with each other that the artist will allow include but are not limited to:
 1. A clearly drawn and defined art piece (does not need to be professional).
 2. A clean stick figure layout with defined details of the potential commission.
 3. A well organized, easy to read written description.
 4. A pinterest-like mood board filled with visual references (both photographic and artistic in nature).
- IV. The artist has the right to refuse any commission for any reason, including when there is not enough information provided, or if the artist does not consider themselves the right for the project.

PAYMENT

- I. All prices must be paid in USD, and will only be sent upon the artist's prompting and express instruction, not beforehand.
- II. For the first commission from any new client, there must be payment of an agreed upon amount before the artist starts working on the piece(s). This rule lifts over time.
- III. Any commission amount at 80 USD or lower must be paid in full before completion of the piece.
- IV. Any prices above that amount may be paid 50% of the agreed upon price upfront, and 50% when completed.
- V. This artist has the ability to change the specifics of the above rules depending on the price(s) and the client, according to their discretion.
- VI. The unwatermarked, final piece(s) will be sent only after complete payment of the agreed upon amount.

PROCESS

- I. Only after the request and information gathering process, along with the applicable guidelines in the payment section, is completed; the artist may get started with producing the Work in Process (WIP) sketch.
 - A. It is only before this point the commissioner should make note of any timeline request to the artist. There may be a rush price added to the final total if needed.
- II. The sketch given is considered a foundational step of the process, and the best option for the commissioner to double check and make change requests to the artist. Any major changes after finalization of the sketch will result in additional fees. You will be notified of the additional fees, when the request is made.
 - A. To ease this process, the client has two (2) major edits and reconstruction requests, and three (3) minor or simple changes that are allowed to request throughout the creation process without charge.
 1. Example of major edits include but are not limited to:
 - a) Simple pose changes
 - b) Lighting re-renders
 - c) Background restructuring
 2. Examples of minor edits include but are not limited to:
 - a) Color changes
 - b) Simple marking readjustments
 - c) Expression changes
 - B. Any additional edits after the initial edits will result in additional charges according to the artist's discretion. Additional charges will be notified to the commissioner.
- III. The artist will continue to send extra WIPs according to their discretion, unless otherwise requested by the client ahead of time.
- IV. When communicating during the WIP process, it's expected that the artist receives prompt replies from the client. Lengthy delays from the client for an unreasonable amount of time (2 weeks or longer) will result in a lower quality product and/or cancellation of the piece without significant refund. Artist will send a warning notification if cancellation of commission occurs.
- V. Once the piece is both completed and paid for, the artist allows the client to keep a copy of the following items, upon request:
 - A. A high quality, finalized png without any additional watermark for non-commercial, social media usage.
 - B. A lower quality, finalized png with a permanent watermark for non-commercial, social media usage.
 - C. The raw file in .psd and/or .clip format.
- VI. All of these items will be stored in a personal drive folder for a limited period of time. Do not expect this to be a permanent file storage option for your piece, and the folder may be cleared without notice after a period of time.

REFUND

- I. The client is capable of requesting a refund at any point before the creation of the WIP. Once the artist begins the commission, a refund is no longer available.
 - A. Exceptions to this rule are at the artist's discretion.

USAGE

- I. By commissioning and paying for the requested piece(s) by the artist, the client retains the right to use the art for non-commercial usage.
 - A. Examples of this include, but are not limited to:
 - 1. Sharing amongst friends in private.
 - 2. Posting on social media without monetization and proper credit.
 - 3. Editing the raw file and/or cropping the piece for decorative purposes.
 - 4. Printing into physical format and hanging in private spaces.
 - a) Above all, none of these instances may be for commercial intent.
- II. The artist, unless otherwise noted, has the right to post the piece(s) on their personal social media or use the work as advertisement in the context of commissions.
 - A. The client has the right to request the piece(s) remain private.
 - B. Adjustments of this rule will not affect price and payment of the final piece.
- III. If the client wishes to use the piece(s) in a monetized space or for commercial intent, the client must inform the artist, and may not go ahead without express, written permission.
 - A. This usage will incur additional payment, according to the artist's discretion.
 - B. Rights are still reserved to the artist, unless otherwise explicitly noted upon by both the client and artist.
- IV. The artist does not allow their work to be minted or sold as NFTs or any other form of cryptoart. This does include both paid commission work, as well as any other piece(s) in any context.
- V. The artist does not allow their work to be trained or altered with Artificial Intelligence (A.I.).

If there are any questions or concerns, feel free to contact the artist in Twitter or Insta DMs or email: hirethedemonicowl@gmail.com