

YTERMS OF SERVICE
Japhers' Commissions
Last Updated: August 10, 2023

I. TIMELINE AND SCOPE OF WORK

- The artist (@japhers on Twitter, @re_japhers on Instagram) will submit a sketch before proceeding with the final commissioned piece.
- The final piece will be sent via e-mail to the commissioner as a .png file compressed into a .zip file.
- Once the sketch is approved, major changes to the commission will not be allowed.
- The turnaround time will be two weeks to a month for headshot commissions, and 2-3 months for half-body commissions, AFTER the sketch has been approved.

II. PAYMENT

- A PayPal invoice with the full payment will be sent after the sketch is finalized and before the artist begins work.
- Refunds for completed and sent commissioned pieces will not be granted, save for specific situations outlined below.
- The artist reserves the right to refuse a commission, or stop working on a commission halfway through, should situations arise wherein the artist will not be able to complete said commissions, e.g. personal and health-related issues. In the latter case, the commissioner will receive a full refund.

III. REVISIONS

- The artist will allow two (2) minor revisions to the commissioned piece.
- Succeeding revisions will not be entertained.
- Revisions after the final commissioned piece has been submitted will not be entertained.

IV. CUSTOM DESIGN WORK

- Full references and descriptions for the commissioned piece have to be provided by the commissioner as necessary.
- Design commissions wherein the artist is requested to design an outfit, be it a completely new creation or a mishmash of references, shall be charged 100% of the base price, depending on the complexity.
- Custom design work under this ToS is for PERSONAL, NON-COMMERCIAL USE only. The artist does NOT yet have plans to produce any other commercial or commercially viable commissions at this time. This includes full VTuber model designs or alternate outfits. Commissions for this type of work may open in the near future.

IV. COPYRIGHT AND REPRODUCTION

IV.I. PERSONAL, NON-COMMERCIAL COMMISSIONS

- The artist reserves the right to:
 - Include the commissioned work in portfolios, online profiles/pages, commission sheets, art books (unless requested otherwise), etc. to promote their services.
 - Modify, edit, and repurpose the commissioned piece wherever applicable.
 - Claim the commissioned piece as their own work.
- The commissioner and other parties may not:
 - Include the commissioned work in portfolios, commission sheets, etc. with the intention of claiming the commissions as their own work.
 - Reproduce the artwork for merchandise such as prints, etc. without an agreement or contract.
 - Modify, edit and repurpose the commissioned piece.
 - Claim the commissioned piece as their own work.
 - Post the commissioned piece online without proper credits to the artist (@japhers on twitter, @re_japhers on IG).
- This artwork is for PERSONAL, NON-COMMERCIAL USE only.
- Any and all commissions created by the artist CANNOT be used for NFT/Blockchain-related activities, be it for generation or promotion of such services.
- Any and all commissions created by the artist CANNOT be used for AI art/image generation related activities, be it for generation or promotion.

IV.II. SPLASH-ART STYLE ILLUSTRATIONS

- Should the commissioner order a piece to use as splash or intro art to promote activities like online streaming; the artist will charge an additional 50% of the base commission price.
- Certain background and foreground elements may be separated upon request, with the completed commission piece being a .zip file with the separate .png files.
- The artist retains the intellectual rights to the specific commissioned piece, as outlined on section IV.I.

By filling out the commission form, you agree to these terms and conditions. Violating these terms will result in discontinuation of service and banning from future commissions.