

Terms Of Service Agreement

Before starting a project, we need to make sure we are on the same page so there aren't misunderstandings and to protect against fraud, so please take some time to read through these terms! Thank you.

By commissioning me, the Client agrees to the following terms:

1. ENGAGEMENT

- a. Client provides clear and complete requirements and expectations upfront, including reference materials or assets before Work begins.
- a. Client grants to me the non-exclusive rights to observe and replicate Client's own character design, reference material and other intellectual property for the use of the Work.
- a. Client warrants that the character design, reference material and other intellectual property provided to me are legally obtained and authorised for use by the Client.
- a. Client warrants that they have the authority to enter this agreement, be the point of contact and are solely responsible for decisions and approval during the process.
- a. I strive to perform to the best of their ability in good faith and warrants Work is 100% original according to my best knowledge.
- a. I may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
- a. I warrant that I will not copy or heavily reference unauthorised materials.
- a. I reserve the right to refuse projects or requests based on content, subject, or other reasons.
- a. I define the scope of work, features, price, deliverables and other details for the project in a proposal in a format according to my discretion which may include private message through Discord or Twitter, VGen platform, Google document, or email. The details set forth by the Artist shall be agreed upon by the Client before work begins.

2. CONTENT RESTRICTIONS

- a. I will not create content that is explicit, offensive, or inappropriate.
- a. Specific restrictions include but are not limited to *mechs, lolis or shotas, muscular bodies, fetishes.*)

3. TIMELINE AND PROCESS

- a. Work completion requires *3 weeks minimum* and may take up to *7 months* depending on each project.
- a. Timeline depends on commission type, complexity, and workload.
- a. Client should plan launches and streams accordingly.
- a. I provide progress updates and seek Client feedback voluntarily.
- a. Final deliverables are provided by the Artist using the VGen platform, email, Google Drive or similar file transfer tools, in *PSD, PNG or GIF* formats as applicable.
- a. If there are any delays and adjustments to the timeline, the Artist will inform the Client.
- a. Clients must first agree to delays and amendments to timeline exceeding *3 months* through standard communication channels.

a. Clients have the right to request refunds if work has not been delivered AND there was no agreed upon amendment to the timeline. Refunds are not applicable otherwise.

4. REVISIONS

a. Additional charges for excessive revisions may be required.

a. Revisions may affect progress and timeline.

a. Clients may not edit the work after final delivery unless specified in the commission information, project outlines or otherwise approved by me.

5. COMMUNICATION

a. Ongoing communication and discussion will occur throughout the project, including work in progress.

a. My response time may vary up to *one week* in order to provide better or more concrete updates.

a. Me and Client agree to discuss relevant matters concerning the project. Both parties have the right to decline other topics of discussion.

6. RIGHTS & USAGE

a. Artist General Rights

i. By default, I retain copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to display, advertising, printing, the Work and work in progress on websites, social media, portfolios, public broadcast channels (i.e. Twitch) and more, exempting when some or all of these rights are transferred to the Client under express agreement or project specifications.

. I may use rejected work in progress and versions for other projects according to their discretion, under the condition that it does not infringe the Client's intellectual property rights and ownership of their likeness, character design, branding, identity design or any such trademarks.

. I retain the non-exclusive rights to sell merchandise and prints of their Work, unless exclusive commercial rights are purchased by the Client.

b. Client Rights for Personal Use Licensed Works

. Clients receive non-transferable usage rights to the Work for personal use. Refer to Section 6.c. for commercial rights.

. Client must not claim Work as their own and must credit me using their social tag/username/link.

c. Client Rights for Commercial Use Licensed Works

. Commercial usage rights are not included in general commissions, unless specified in the commission type or project specifications listed on my websites (i.e. vtuber models, stream overlays, emotes, and so forth), or are purchased by the Client and agreed upon.

. Commercial rights may differ for each commission type. Commercial broadcast rights means usage of Work on streams, videos, advertisements and other content, or any similar monetized instances; commercial distribution rights means selling or reselling Work to another party, as a part of any product or merchandising, or on another platform.

. Usage of Work for AI (artificial intelligence) is PROHIBITED.

. Additional charges will be required for commercial usage if not included in the project type, listing, or specifications, typically 2x or 3x of the original cost.

7. PAYMENTS & FEES

- a. Prices paid via VGen or PayPal.
- a. Prices may vary or change depending on complexity, requirements and/or additional requests.
- a. Once Work has begun or payments have been made, the Client acknowledges Work and deliverables are digital and there are no physically shipped goods to receive.
- a. Client agrees that they will not issue chargebacks and the refund policy mentioned below will be followed.

0. CANCELLATION & REFUNDS

- a. No refunds are possible after payment is done unless initiated by me and except for circumstances due to me. Please be sure before paying.
- a. If I cannot complete work or there are delays as detailed in Section 3 for unforeseen reasons, the Client may be eligible for a full refund. If work done up to this point is accepted and used by the Client, I will provide a partial refund according to the amount of work completed.

0. CONFIDENTIALITY

- a. I and the Client acknowledge that information and materials that are provided to either party (including but not limited to personal information, technical information, marketing plans, payment information, or sensitive business information) outside of the development of Work, will not be visible to the public.

0. INDEMNIFICATION

- a. Client indemnifies me against claims, losses, damages, and expenses related to Work usage by the Client, breach by the Client of the Agreement, or third-party claims.
- a. If Client's rights and the terms of this agreement are violated or the Work is not delivered as agreed, due to my negligence, I will work to remedy the situation first according to the terms aforementioned and otherwise to the satisfaction of the Client.