

## Terms of Service

### 1. GENERAL TERMS

- a. **TERMS:** If you have any concerns with any of the statements below, they may be amended upon discussion PRIOR to ordering.
- b. **THE FINAL PRODUCT:** Will be delivered in digital format. The illustration will be made according to your instructions (description, references, and feedback) and to the best of my abilities. It will include at least two files; subtly watermarked, Low Resolution (for online sharing); without watermark, High Resolution (for printing purposes and private showing). There are NO physical products involved.
- c. **LISTED PRICES:** Are estimated prices and are subject to change (not without informing prior) based on demand, the complexity of the work and/or time required for completion of the order (if time-sensitive). Also, my prices increase over time and according to my improvement as an Artist. Please, do not export this Google Doc for reference in future purchases; instead, you should always consult THIS specific file (online), as it's the one I always keep up to date. To be sure, you can request my *current commission sheet* at any time via email or at any of my Socials, and I will redirect you to it.
- d. **REJECTION:** I have the right to decline any order that I do not feel comfortable drawing for any reason, at any point. If I do that AFTER you pay me (highly unlikely), I'll provide a FULL REFUND to you.
- e. **I WON'T DRAW:** If I feel the subject/intention is to purposefully offend/harm, a group, a cause, or an individual I will reject the assignment. (Inclusive of drug consumption, explicit nudity, gore, violence, and machinery)
- f. **HONESTY:** I take my work seriously, am straightforward in my work ethic and I take pride in my integrity. If my judgement deems that the project is not worth continuing, I will refund you accordingly, so that you can proceed to another artist who will be able to accommodate your needs.

### 2. PAYMENT

- a. **CURRENCY:** is USD and can be paid via PayPal, Stripe (Invoice) Bank Transfer or Payoneer. If you prefer other means of payment, please discuss it with me prior.
- b. **COMMISSION SLOT/QUEUE:** I work on a *first-come, first-serve* method. You are automatically in the queue once I have received your Commission Form - preference will be given to paying customers. I will inform you (approximately) when I can start working on *your commission* according to demand.

- c. **DEPOSIT PAYMENT:** When your turn comes up, a 50% non-refundable deposit will be required to start. The balance of the 50% is to be paid before I send you the final illustration.

### 3. PROCESS, PRODUCT & DELIVERY

- a. **IN SUMMARY:** You are placed on queue once I have received your commission request via email or through my Commission Form. A quote and approximate start date will be provided to you (based on demand). I will reconfirm with you again when that date arrives to check if you're still interested before sending you the Invoice. Once the deposit has been received, I will start work. We will communicate via email on the progress throughout. Once the remainder of the payment has been received, I will send you the final illustration. That concludes the project.
- b. **DETAILED VERSION:** This is the longer version of the process.
  - i. **Quotation & Queue List.** I receive your Commission Form or email informing me of your intent to commission an illustration. I will discuss your brief with you and provide you with a job quote. Should you wish to proceed to engage in my service, I will list you down in my job queue. I will then provide you with an approximate date on when I am able to begin work on your project.
  - ii. **Work Begins.** Around the given date period, I will contact you again to reconfirm the project. Cancellation is without any charge at this stage. Once confirmed, I will send you an Invoice and after the deposit has been received, I will begin working on your project.
  - iii. **Process & Communication.** I will be updating you on the progress via email regularly and it is expected of you to provide some feedback. The process might vary for various reasons but ideally, it will be as follows:
    - 1. **Rough Sketch:** *the first iteration for your illustration. They will be a few quick drafts without details but just to get the outline and concept. You are to provide your feedback on them. At this stage, reasonable minor amendments are free of charge.*

2. **Clean Sketch:** *A detailed version of the Rough Sketch aka Line Art. This is a cleanup of the rough sketch based on the feedback in the Rough Sketch phase. Any amendments at this stage will require a Redesign Fee (20% to 50% base price, depending on the amount and complexity of these alterations).*
3. **Final Piece:** *This is when the remainder of the payment is made before I send the final artwork. At this stage, our project has been completed.*

- c. **AMENDMENTS:** Amendments are in reference to design changes that are not covered by our initial discussion in the Quotation stage. I am able to cater to reasonable minor adjustments up to the Clean Sketch stage without any fee and please be mindful of the chargeable ones.
- d. **DELIVERY:** The final piece will be an unwatermarked and watermarked illustration in digital format (PNG/JPEG files). There will be no physical files sent. You will receive two types of files: High Resolution – watermark free (for print) and Low Resolution – subtle watermark (for web use).
- e. **DELAYS:** The time it takes to finish a Commission varies greatly on factors such as: the type of commission; the intricacy of your project; my health; the amount of work I have; and life overall – which gets in the way sometimes. If there are any circumstances that arise with the potential to slow down the progress of your commissioned piece, I will let you know immediately. Feel free to email me any time should you feel anxious about anything related to our project.
- f. **TIME:** If your commission request is time-sensitive, please let me know beforehand. Should I agree to take it, there will be an additional Rush Fee of 50%-100% depending on the deadline. Should there be a sudden need for the project to be completed by a certain date during mid-process, after the deposit has been paid, I reserve my right to terminate our project without any refunds.

#### 4. COPYRIGHT POLICY

- a. **I RESERVE:** Full rights to the image and its use/distribution unless otherwise agreed upon.
- b. **I, the Artist, claim the rights to the produced drawing, not the buyer. Therefore, I am allowed to use the copyrighted artwork to:**

- i. Promote myself with it everywhere.
- ii. Publish books with it.
- iii. Sell prints with it.
- iv. Sell merchandising with it.
- v. Display it everywhere to my liking.
- vi. Post and share it wherever I want.
- vii. Modify (crop, invert, adjust in colour, video effects, etc.) without mischaracterizing.
- viii. Livestream and record the illustration process (without revealing any information about the client itself)

**c. The buyer is allowed to:**

- i. Use the commissioned piece for personal use only.
- ii. Use the commissioned piece for online sharing on any social media/website.
- iii. Print the commissioned piece on a Shirt, Mug, have it tattooed, or similar medium for personal usage. So long as it does not have any profiteering elements and situations.
- iv. Print the artwork and claim the character(s) as their own but not the artwork itself.
- v. Use the artwork to promote themselves using the watermarked version and giving credit to me.
- vi. Use the artwork on their “online video platform” (YouTube, Twitch, Podcast, etc.) and in monetized videos so long as the artwork itself is not the main reason for the earnings.

**d. The following is considered copyright infringement:**

- i. Reproducing/using the copyrighted artwork commercially, therefore making money from something to which I hold the copyright.
- ii. Reproducing/using the copyrighted *In Progress* or *Unfinished* work in any way or publishing it anywhere without my consent.
- iii. Claiming to have created the artwork itself.
- iv. Removing my signature or any watermarks from the artwork.
- v. Altering the artwork without my consent.

## 5. REFUND POLICY

- a) The buyer has a period of 24 hours after Payment of the First Invoice to request a Full Refund, for any reason.
- b) If for any reason I am unable to start working on your Commission after it has been paid, a full refund of the amount paid will be issued as soon as possible.
- c) If you are getting a refund, DO NOT request a PayPal Chargeback. I will transfer the money back to you myself, as soon as possible.

## 6. THANK YOU

Thank you for taking the time to read my Terms of Service. Should you have any questions or clarifications that I have not addressed in the points above please send me an email at [maureenfletcherart@gmail.com](mailto:maureenfletcherart@gmail.com)