

SADSRPLUS

# TERMS OF SERVICE

*In this document the artist, sadsurplus, will be referred to (Artist) and the Client will be referred to (you)*

- The Artist is not responsible for any problems the Client will encounter during this process of this commission if the Client neglects to read these guidelines. It is the Client's responsibility to be knowledgeable of how the Artist works through this Terms of Service
- By commissioning the Artist, the Client must understand they are purchasing artist labor only. The Artist retains all copyrights over their work, which includes but is not limited to the right to use the image as a sample for sales and/or self-promotion.
- The Client must provide a clear and concise visual reference and/or description of a commission idea. After which a preliminary quote will be provided by the Artist.
- There will be an extra fee if the Client's character is complicated through Artist's discretion, including and not limited to markings, clothing, accessories, etc. The Artist will discuss with the Client whether or not the Client's character is complicated and if further payment is required before finishing the project. The Artist will not continue the project until the appropriate payment is sent.
- The Client is not allowed to alter any stage or form of the Artist's artwork without written consent from the Artist and will be subject to litigation if found otherwise.
- The Artist ensures the Client will receive updates on commission. Clients are welcome to check in when they feel it's necessary for updates, assurance, reminders, or questions.
- Payments are accepted in USD only, through Paypal, Square, or Square Cash. The artist will not accept payment in any other form.
- The Client may not profit from the artwork beyond the resale of a physical original painting or drawing. This includes the sale of the digital files, rights to the image, Artificial Intelligence (AI) Programming and Software, or minting

Non-Fungible Tokens (NFTs) and the Client will be subject to litigation if found otherwise.

- · Payment must be made when the Client gives a written confirmation after the Artist sends the Client the sketch
- · The Client accepts that there will be no refunds after the written confirmation of the sketch
- · If the Artist has attempted to reach the Client about a sketch and it's been 3 weeks (21 days) the Artist reserves the right to cancel the commission, edit the sketch, and resell/reuse for future projects
- · The Artist will allow two (2) edits to a commission if the Client is unhappy with the finished commission. After the two (2) edits if the Client is still unhappy, the Artist reserves the right to charge an extra fee to correct any part of the commission. The Artist will discuss with the Client how much the fee will be regarding time and degree of the edits. The Artist will not continue any corrections until the appropriate payment is sent.
- · The Client must read, understand and agree to all the above terms before entering into an agreement with the Artist. By sending payment, the Client agrees to the above terms.

*This document can and will be edited at the artists discretion without the need of further notice*