SPORETURE'S TERMS OF SERVICE

Last updated: 16.9.2024

By commissioning me in any kind of way, you are agreeing to the terms of service below.

Any statement can be bound to change if discussed with me, the artist, prior to the commission.

I. GENERAL TERMS.

- ★ Please write in a legible, clear and nice manner.
- ★ Provide neat references.
- ★ Not a wall of text.
- ★ Any ill behaviour will not be tolerated and your commission will be cancelled if it occurs.
- ★ Follow the rules provided in the commission sheet please
- ★ If you fail to follow the rules provided I have the right to decline your commission.

II. PAYMENT

- ★ Prices listed are base prices and may increase depending on level of complexity.
- ★ Any increase of the base price is communicated to the commissioner before payment.
- ★ All commissions must all be paid in full upfront before work starts on commission piece.
- ★ The currency accepted will be mentioned on opening and is paid through Paypal, Ko-Fi or Bank Transfer..

III. PROCESS

- ★ Work In Progress will only be given after each phases are completed
- ★ WIPs might be given as well if I the artist, need clarification about the commission.

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- ★ The time for your commission to be completed can be up to 3 months depending on many factors such as;
- ★ Health, order of commission, complexity, work, school or family issues.

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★ If any of the things stated above occurs you will be notified asap.

IV. CUSTOMER SATISFACTION

I will do everything I can to make my customers happy.

However after a commission is finished, only small changes are allowed to be made.

- ★ Such as small colouring/marking mistakes.
- ★ Any great changes will come with an extra charge.
 - Such as an outfit change, outfit addition or subtraction, background change or anything that makes me have to redraw it completely.

If your reference was unclear to start with, then you may be charged extra for any changes after completion

Make sure to be clear in your order what you aim for.

V. COPYRIGHT / USAGE POLICY

I, the artist, hold every right to the produced drawing, not the commissioner.

Therefore I'm allowed to use the copyrighted artwork to;

- ★ Promote myself with in any place or site.
- ★ Publish books with.
- ★ To display it anywhere to my liking.
- ★ Post it wherever I want.
- **★** The commissioner are allowed to:
 - Use the copyrighted artwork for personal use only unless agreed otherwise.
 - o Print the art, and claim the right of their character(s) but not the drawing itself.
 - Use the art to promote themselves with proper credit given to the artist.

If you break the copyright infringement in any way, every right you had to the drawing will be retracted.

- **★** The following is considered Copyright infringement:
- ★ Reproducing/using the copyrighted artwork commercially. (Meaning making money of it in any way)
- ★ Taking Credit for the creation of the artwork.
- * Removing any watermarks/signatures.
- ★ altering the artwork without my, the artist's consent.

A Purchase of Commercial rights to the artwork MUST BE DISCUSSED BEFORE COMMISSION STARTS

With commercial rights you are allowed to make any sort of merch with the artwork.

Use it in books, covers, as Props, change it to your liking and promote your own brand with.

<u>Credit is still required for usage of the artwork, even if altered or edited.</u>

PLEASE LET ME KNOW IF YOU WANT THE COMMISSION TO BE PRIVATE (I, the artist, will not share it anywhere)

VI. CANCELING/REFUNDING POLICY

I have the right to cancel and refund the money for your commission at any time.

Client does not have the right to demand a full refund from the artist under any circumstances after payment have been received.

If money has not been sent yet, the client may cancel the commission anytime.

If you file a false chargeback against me, your right to everything I have ever made for you will be retracted and I have the right to sell the copyrighted artwork to new buyers.

You will be blacklisted, never to ever commission me, Spore, ever again.

Your name will be publicly posted as beware I want others to watch out for.

I also have every right to file a complaint and I have all the right to the money you have given me.

Any statement can be bound to change if discussed with me, the artist, prior to the commission.

(This ToS has been referenced and borrowed from Yamio on DeviantArt! Original Link: https://www.deviantart.com/yamio/journal/TOS-Terms-of-Service-487458273)