

Terms of Service

I don't use Artificial Intelligence (AI) in any of my illustrations.

General terms

The prices are subject to change based on demand and complexity.

At least one reference of good quality must be provided from the customer so I can work better on the commission.

I have the right to reject any commission for any reason.

COMMERCIAL USE and values can be negotiated depending on the commission.

Payment

- Currency accepted is **USD or EURO** and can be paid through **PayPal**.
- Commissions will be paid **50% upfront (non-refundable)** and **50% at artwork delivery**.
 - Fee prices are already included on all commissions prices.

Process

We will settle the description of your idea/people/colors/positions for the illustration.

Maximum time for delivery is 3 weeks (depending on the complexity of the illustration).

- If there is a need to extend the deadline, the client will be notified in advance and the same applies to you as a client, to notify in case you need to extend or shorten the deadline.

Deadlines can be negotiated when needed! ;)

Revisions

- You (the customer) can request up to 5 changes free of charge.
- A 30% fee will be charged if you want something changed on the **final drawing**.
 - o Be aware that with more changes, the longer the deadline may end up being extended.
 - o If your reference is unclear to start with, changes can come at an extra charge.

What do you get?

Evaluation and involvement in the entire illustration process (according to the type of illustration commissioned);

The complete illustration will be made available in high resolution and without the watermark (specifying that it is a commission), via a link to a Google Drive folder containing the commissioned illustration or by email.

Copyright & usage

I, "Ana Ruth" (the artist):

- I retain all **copyright** over the commissioned illustration.
- I **will not** claim intellectual property (IP) of the ordered illustration.
- I reserve the right to cancel and refund the order at any time, for any reason.
- I **will not** make any further profit from the commissioned artwork unless you (the customer) break any of the terms.
- I reserve the right to place the commissioned illustration online, in my portfolio, as well as in publications such as commission tables, unless it is uncomfortable for you (the customer).

You (the customer):

- **You retain the rights to the intellectual property (IP).**
- You **may** upload the commissioned artwork on any website and social channels.
- You **may not** remove, delete, hide or change the artist's signature, etc.

- You **may not** make profits from the commissioned piece (reselling, redistributing, uploading to POD-services, making prints, etc.)
- You may **not** alter the commissioned artwork without my (the artist's) consent.
- If it hasn't been agreed before, you may **not** use the commissioned artwork for commercial purposes or for NFTs selling.

The following is considered copyright infringement:

Use or train AI with any of the artworks I have illustrated.

Reproducing/using the copyrighted artwork commercially - means making money off it in any way included or not in these terms.

Claiming the illustration as your (the client's) authorial work.

Altering the artwork without my consent.

Policy on cancellations and refunds:

The commission can be canceled at any time after the illustration process has begun.

There is no refund of the initial 50% of the requested illustration.

The 50% paid on delivery of the finished illustration can be refunded if the artwork does not comply with the original commission.

Terms and conditions written by Ana Ruth (artist who goes by the name drawingand_me or anaruthdraw).

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