

TheUnreliableCleric's 3d Commission Terms of Service

By purchasing a commission from me (the Artist) you are agreeing to the terms of service below. If you have a problem with any of the below conditions, they may be changed if discussed with me prior to paying for your commissioned piece.

DEFINITION OF TERMS

- The Artist refers solely to the commissioned entity, The Unreliable Cleric.
- The Client refers to any individual who has accepted these terms of service and is commissioning work from the Artist.
- The Commission refers to the agreed upon work that the Artist will complete for the Client.

I. General Terms.

- Commissions are not first come-first-serve, the Artist reserves the right to select projects they wish to work on.
- Submitting an application does not guarantee a commission slot.
- The Artist reserves the right to reject any commission order for any reason, with or without providing a reason.
- The Artist shall not be held liable for any damages incurred by the Client or a third party in the event of a problem using this data.
- The Client must provide reference for the commission, whether this is a character sheet/drawing or a collage of gathered reference for the commission and a written description.
- Any change in the initial reference after work has begun will be subject to extra charge.
- The Artist will not reproduce copyrighted images or characters without consent of their copyright owner.
- The Artist must be credited somewhere on the Client's socials for the commission once the Client starts publicly using the commission.
- If the Commission is defined as confidential, the Artist will temporarily delay public display of the image at the request of the Client until the Client specifies public display is permitted. This will be an extra charge, depending on how long the commission must remain confidential.
 - A maximum delay of 1 year will be honored, after that the Artist will post the completed work

II. Payment

- All Commission payments are accepted through Kofi, Vgen or directly through paypal.
- 50% of the Commission price must be paid before the start of the Commission.
- The other half must be paid when the commission is done, before the Artist sends the completed work.
- The Commission must be paid in full by the Client before it will be delivered to the Client.
- The Artist will only accept payment this way unless agreed upon prior to beginning work on the commission.

III. Process

- The Artist will send Work In Progress shots as they work on the Commission.
- The Artist will send a message if they have a question about the commission, and until the Client responds the Commission will be paused.
- The Artist will promptly respond to messages from clients when possible, almost always on the same day.
- ETD can vary anywhere from a couple of weeks to a few months, unless a hard deadline is agreed upon between the Artist and the Client, before the commission process is started.
 - Some hard deadlines will incur an additional fee depending on how soon that deadline is.
 - If the Artist ends up needing more time to work on a commission (With a hard deadline) she will offer a discount from anywhere to %10 off to %50 off the agreed upon price. Or she will offer extra work free of charge.

IV. Revisions

- After a Commission is finished, the Artist offers revisions only immediately within the first 48 hours after the delivery of the Commission.
 - If a revision is requested immediately after delivery of the Commission, it will be honored so long as it is not on design aspects that were previously approved by the Client.
 - If a revision on an approved design aspect is requested after a Commission has been finished, The Artist reserves the right to choose if they will revise the design aspect. In this case the revision will require extra payment.
 - If the Client requests a revision after 48 hours past the Commission's delivery, it will not be accepted without payment for said revisions, unless the Artist decides to waive the payment due to things such as the Client having been away from their computer due to a vacation or work etc.

V. Copyright, Usage, and Reproduction

- The Artist retains attribution rights to the produced Commission.
- Therefore the Artist is allowed to use the copyrighted artwork to:
 - Promote themselves with it in any place or site.
 - Post videos/images of it wherever and whenever they want.
- The Artist will never resell the Commission or redistribute the Commission or its parts to others in any way UNLESS the Client breaks these terms of service.
- The Client is allowed to;
 - Use the copyrighted Commission for personal and commercial purposes.
 - Use the model, and claim the right of their character(s).
 - Use the model to promote themselves.
 - Perform as the model, in streams, videos, etc.
- Some commercial rights to the Commission are always included in the base price.
 - With commercial rights the Client is allowed to make merchandise with the Commission.
 - Examples of allowed merchandise: Paid videos, posters, tshirts, water bottles etc.
 - Physical products must credit the Artist somewhere in the product description or store website.
 - 3D prints of the model are not allowed without Artist permission.
- If the Client breaks the copyright infringement in any way, every right the Client had to the Commission will be retracted and the Artist may use the Commission in whatever way they see fit, which includes resale.
- The following acts, if taken by the Client are considered Copyright infringement:
 - Taking credit for the Commission.
 - Reselling the Commission to another party.
 - Using parts of the Commission to create another commission or product without the Artist's consent.
 - Using the Commission to promote any form of discrimination, hate speech, or unacceptable behavior which includes but is not limited to, displays of racism, homophobia, transphobia, pedophilia, and any other ill behavior which is up to the Artist's discretion.
 - Using the Commission for the promotion of, creation of, minting of, as a part of, or in any relation to NFTs, the blockchain, cryptocurrency, or AI.

VI. Canceling/Refunding Policy

- The Artist has the right to cancel and refund the money for the Commission at any time and for any reason.
- The Client has no right to demand a refund from the Artist under any circumstances after work on the Commission has begun.

- The Artist may choose to refund a commission after work on the Commission has started, if the Client requests, and both Artist and Client agree to it.
- If money has not been sent yet and the Artist has not started working on the Commission, the Client has the right to cancel the Commission.
- If the Client files a chargeback against the Artist or fails to pay for the Commission in full upon its completion, the Client's right to everything the Artist has made for them will be retracted and the Artist has the right to sell the Commission to new buyers.
 - a. The Client will be forbidden to ever commission the Artist ever again.
 - b. The Client's name will be publicly posted and warned for others to watch out for.
 - c. The Artist also has every right to file a complaint and retains all the right to any money the Client has paid.