

Last updated JULY 2023

It is important for you to read through this document. For the protection of mutual interest, both parties are required to sign this agreement. If there is any concern by the client in regards to the terms listed in this document, said client is responsible for discussing such terms prior to signing this agreement and engaging with the order. Terms cannot be changed post signature unless agreed upon by both parties.

TERMS OF SERVICE

By commissioning me you are agreeing to the following terms written below.

GENERAL

- I do not allow any of my works to be used in training AI or any AI related purpose.
- I have the right to decline any commission due to any personal reasons.
- Please provide clear and complete references to facilitate the character creation process. You are required to note any important or vital details when sending the reference. Any extra revisions that are caused by your negligence in regards to this, will be charged extra.
- Strictly no tracing, copying, erasing, editing of the commissioned piece without my permission.

PAYMENT

- All prices displayed are NOT the final price and may change depending on complexity.
- Any extra charges during the process will be amended in the final invoice.
- All payments are made through PayPal invoice after you have confirmed the order.
(Other Payment options will be available in the future)
- Payments are only necessary after I issued an invoice for the order.
- I require a 50% upfront payment before starting the work, and the remaining 50% upon completion before delivery. If there are any additional charges, it will be charged and included in the invoice before the delivery.
- In the case of an illustration commission of a value less than \$100, the payment is to be sent in a single invoice.
- Partial payment plan is only available for orders that are over \$600.
- Payments are due on receipt, however if you failed to make a payment within the 48 hours, I will cancel the order.
- Final files will only be delivered after the last payment is confirmed.

REVISIONS

- A revision may be requested for an extra fee after the final delivery of the piece.
- Client is entitled to two revisions after the final delivery of the work, any additional revision after the second, will be charged a fee.
- If I have misinterpreted your request, please point it out immediately. I will fix it at no cost. However, in the event that I ask for feedback and you did not point it out, I will consider that as I did it correctly, any revisions requested to amend after may be charged.

REFUND POLICY

No refunds or partial refunds will be provided if;

- The work has already started or been delivered.
- Client gives up in the middle of the order after payment has been made.
- Client has violated any of my terms.

Refunds can be negotiated with the conditions below, if;

- I have not started working on the commission after the client has made payment for more than a week.
- I am unable to complete the commission.

LICENCE AND COMMERCIAL USAGE

As the artist, I retain the copyright of the produced artwork, my rights include but are not limited to showcase the commissioned work on my social media and/or portfolio, as well as sharing and stream the progress of the work during the production stage.

If you are not comfortable with this, feel free to discuss with me.

The client **is NOT** given the rights to:

- Resell my works as their own.
- Modify my works.
- Print and sell it as merchandise or do any physical reproduction of the commissioned piece.

The client still owns the copyright over their own original characters.

The client is **REQUIRED to** credit me by linking to my social media, such as my Twitter.

Deleting my watermark is strictly prohibited.

If you need more rights than stated above, please feel free to consult with me. Extra charges will apply for more usage rights.

PROHIBITED USE

I am accepting your request believing that you will use the commissioned work in good faith.

I do not accept nor will I am responsible if you use my work in these manners:

- Racism and blatant discrimination against marginalised groups.
- Support for terrorism.
- Political propaganda.
- Any activity that incites or is illegal in the name of the laws.

CANCELLATION AND CHARGEBACK

- If you wish to cancel your order, you are required to contact me beforehand. If refund is eligible, it will be processed after an agreement is made. File delivery may be discussed during this cancellation process.
- You must contact me if you encounter any issue with PayPal as soon as possible to resolve the issue, without the need to resort to chargeback.
- If you attempt to chargeback, you will lose any rights to the commissioned works and I may use the work as I see fit, including reselling it to others, regardless if you win or lose the dispute.
- Issuing a chargeback will put you into my blacklist. The commission details may be published publicly, excluding your private information (such as your real name and address, unless it is already a publicly available info beforehand)

VIOLATION OF TERMS

If you were found to violate any of the terms above, your rights to use the commissioned works will be revoked. Any unauthorised use of the model after a notice is sent, will not be tolerated and you may receive a copyright notice from me.

No refund will be given in the event of terms violation.