

Yiru's Terms Of Service

Before working together, we must make sure we understand each other fully to avoid any misunderstandings and to protect against fraud.

Please ensure you have read this document in its entirety before commissioning me. If you commission me, I will assume you have read and agreed to this. You will be reminded of this on your invoice.

This agreement is between I, the Artist, and you, the Client, for work services performed on a project known as the Artwork.

Content

I, the Artist, have the right to refuse projects and requests according to my discernment and capabilities. Some content that I am not comfortable in representing include:

- Full mech suits / robots
- Lolis / Underage Depicted Characters
- Very Muscular Characters
- Excessive gore & violence
- Copying other styles
- Bestiality
- Non-Consensual
- Hate Speech including but not limited to; Homophobia, Transphobia, Racism etc

I, the Artist, guarantee that the Artwork will be my original work & performed to the best of my abilities.

Timeline & Process

- The completion of the work requires 1-2 months depending on complexity and detail as well as my, the Artist's, current workload.
- Deadlines and timelines will be adhered to in good faith but it may not be possible sometimes. Note that each project may vary, please plan your launches, debuts and streams accordingly.
- Rush projects can be accepted but it must be discussed prior and an extra fee may be incurred.
- 1-2 major revisions may be requested during the concept / sketch stages, not including mistakes made by the Artist.
I will actively update you at each stage (Sketch, Lineart and Colours) and reach out for feedback.
- Additional charges may be required for further revisions that may impact the progress and timeline of the project.
- Delivery of finished Artwork will be sent via WeTransfer.

Communication

Communication will take place throughout the entire project timeline with updates and discussing ideas. I will ask for feedback when I have a concept / sketch to show. I will also let you know if anything is causing delays or my priority is taken elsewhere.

I use Trello & Discord to track status updates and my schedule. I will share with you the links to them, so you are able to track for yourself. I typically will respond to DMs very quickly however it could take up to 3 working days depending on how busy I am & what updates I am able to give.

Clients agree to provide all required art, references, information and assets before Artwork starts and during the process, or it can affect the timeline.

Rights, Usage & Credits

- I retain original copyright and ownership of the Artwork, which includes but may not be limited to redistributing, reproducing, advertising and displaying the Artwork in my websites, social media and portfolios according to my discretion. I have rights to repurpose unused process work for future projects, personal or otherwise.
- The process could likely be posted on X, formerly known as Twitter, streamed on Twitch or Discord unless Clients request otherwise before projects begin. An NDA or confidential commission status may be subject to a +25% fee.
- Clients are granted exclusive rights for personal use of the Artwork produced as agreed upon, which must not be transferred to any other parties. Personal use includes: social media profile pictures, layouts, themes, wallpapers, personal website displays, social media posts (not including use as part of a brand or with intent to grow your social media).
- Physical prints & products may not be made without my permission, and is a case-by-case basis, however most cases will require commercial use fee or royalties.
- If receiving a character design, the client retains all rights to reproduce, modify, and proceed with using the design privately. If using for a brand, a commercial use fee is required.
- Clients may not at any time modify, edit or change the Artwork without permission from the Artist.
- Unless specified in the commission information or otherwise discussed and agreed upon, commercial licences and reselling rights are not included. Commercial means usage on streams, broadcast content or any monetised work. ie including but not limited to merchandise, monetised videos, music releases and reselling rights means selling the Artwork to another party or another platform.
- Any Artwork done or made available to the client must not be used for AI (Artificial Intelligence, Machine Learning, AI / ML Training, NFTs, blockchain or

any for profit platforms or purposes. Such use is completely prohibited and may result in legal action taken.

- Commercial licences require additional charges, the amount is on a case-by-case basis.
- Clients may not claim the Artwork as their own or anyone else's and therefore must credit me as the Artist using my social tag, username or link. This includes commercial projects.

Payments, Cancellations, Refunds

Before starting the project, the Client pays in full.

In some circumstances, I may accept 50/50 payments with trusted Clients for Artwork valued over £200 GBP - until the full payment is made, all work will be shown with a full watermarked preview before final revisions & delivery.

Invoices will be sent when I have chosen to accept your project, do not send payments without my request. Invoices will be sent via Stripe or Wise.

When invoice or payment link is received, the Client agrees to pay within 24hrs unless circumstances are communicated otherwise in advance, or the project/waitlist position may be cancelled by the Artist.

If the Client requests cancellation before any work has begun, a full refund will be given, if it is requested after work has begun:

- I will give a 75% refund after the sketch stage.
- I will give a 50% refund after the lineart stage.
- I will give a 25% refund after the base colours stage.

Once the work is complete or almost complete, the Artist will not be able to give any refunds.