
◆ XIIYTA'S TERMS OF SERVICE ◆

By commissioning me, you are stating that you have read and agreed to these terms.

I. GENERAL TERMS.

- I have the right to decline your commission for any reason.
- You are commissioning a digital file. You will receive the png file according to your provided email.
- Prices of your commission are decided by the details/complexity of your request.

II. PAYMENT

- All commissions are to be paid upfront after our discussion and after I provided a rough concept sketch that is agreed upon. I will send an invoice where partial payment and tips are allowed.
- The currency accepted is **USD** through **Paypal or Venmo**. All paypal fees are included in the discussed price.
- I will not start on rendering the commission until I have received at least half of the payment.

III. PROCESS

- **Work In Progress** will only be given if the **commissioner personally asks for it**. WIPs might be given as well if I, the artist, wonder something about the commission.
- The estimated completion time for your commission is roughly within 1 week to months depending on many factors such as; order of commission, complexity, or personal issues.
- If there are any delays in the completion of a commission, I will personally notify the client. However, please note that the estimation time is NOT a deadline and I will be completing the commissions according to my own pace and motivation.

IV. CUSTOMER SATISFACTION

- I will do everything I can to make my customers happy with proper communication.
- After I completed the commission, only small changes are allowed to be made (ex. minimal coloring/markings mistakes).
- I will not redraw or make big changes to your commission unless notified before the coloring process. If your reference was unclear to start with, then you are not allowed to do changes without a fee.
- It is **your responsibility** to provide an **accurate reference sheet**, be clear in your order form of what you desire, and to **communicate with me ahead of time of any specifics**.

V. COPYRIGHT / USAGE POLICY

- **I, the artist, hold every right to the produced drawing, not the commissioner.** I am allowed to use the copyrighted artwork to: promote myself within any place or site, publish books with it, display it anywhere to my liking, and post it wherever I want.
- **The commissioner are allowed to:**
 - Use the copyrighted artwork for personal use only unless agreed otherwise. Print the art for themselves, and claim the right of their original character(s) but not the drawing itself. Re-post the artwork 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.
- **Private/Non commercial policy:**
 - The commissioners are **NOT** allowed to: Reproduce/use the copyrighted artwork commercially (You are not allowed to make money off of it in any way). Take credit for the creation of the artwork. Remove any watermarks/signatures. Alter or trace the artwork without my, the artist's, consent.
- **Purchase of Commercial rights** to the artwork will always be **300%** of original price or any two party agreement.
 - With commercial rights you are allowed to make any sort of merchandise with the artwork. Use it in books, covers, as Props, change it to your liking and promote your own brand with.
 - Credit is still required for usage of the artwork, even if altered or edited.
- **Nothing made by the artist, xiiyta, may be used in any blockchain-related technology, to include NFTs, cryptocurrency, generative AI, or future inventions in the space.**

VI. CANCELING/REFUNDING POLICY

- I have the right to cancel the commission at any time if I am unable/unwilling to complete it. Full refund will be provided and no file will be sent.
- Commissioners have the right to cancel the commission but the refund price will depend on the progress I have made. The incomplete commissions will be sent.
- Commissioners can cancel the commission and receive a **full refund** if I have not started on it at all.
- **Completed commissions are not able to be refunded.**

If you file a 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. Your name will be publicly posted to caution others of your behavior. I also have every right to file a complaint and I have all the right to the money you have given.

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