

## **TERMS OF SERVICE – AMANDA CORONA ART (SANAGI ART)**

### **DISCLAIMER**

- By purchasing my services (art), you automatically agree to the following conditions.
- Please read this entirely and carefully. I will refuse your commission if you do not agree to these terms.
- If you are not comfortable with my Terms Of Service and/or are not willing to agree to the conditions, you may not request a commission.
- I do not allow my art to be used for AI purposes or anything alike.
- NFT usage is strictly forbidden.
- Once the finished full artwork is sent to your email, the commission process is done. The final artwork sent to the client is DEFINITIVE and it was previously approved by the Client.
- If you have any questions, please contact me

### **USER AGREEMENT**

By commissioning me, you agree that you have read and accepted all the terms described herein.

You will agree here to the policy of using the art for personal, non-profit purposes unless otherwise stated, and provide all image credits to me.

Violators will be added to my blacklist indefinitely and without warning.

### **GENERAL CLIENT**

- You, the Client, will be expected to first read my TOS and understand my general Commission Prices.
- You, the Client, may display my work on external sites as long as it is visibly credited and linked back to me.
- You may not claim my work as your own.
- You may use the Artwork for personal use including but not limited to: avatars, phone or computer wallpapers, and personal website/profile displays.
- You reserve the right to print or create an otherwise physical reproduction of the Artwork as long as it is for your PERSONAL use only (ie. NOT for sale).
- You may not use the Artwork for redistribution or external projects, commercial or non-commercial (i.e. t-shirts, mugs, public flyers, etc.) unless otherwise discussed.
- You are NOT authorized to heavily change, modify, edit or use my works without my permission.
- You are NOT authorized to trace over my Artwork in any way, including the use of the artwork as a “base.”
- Clients who have commissioned and/or received work before this TOS has gone into effect are still bound to its contents.

- These clients are permitted to include signatures and/or watermarks indicating the Artwork is my intellectual property. Credit in some form is required.

## **ARTIST**

- By commissioning me, you are purchasing my service as an artist only.
- I reserve the right to post your finished artwork in my gallery for any reason.
- I reserve the right to decline any project or client for any reason.
- The artist is willing to apply changes or additions during the art process if the client asks for it, but drastic changes and too many small changes may have an extra fee determined by the artist.

◆ I do not do the following:

- Furry, mecha, fetish art, hateful art or anything else that makes me uncomfortable. Ask me if you are unsure.

## **PAYMENTS**

- Payments can be done through Paypal Invoices or Ko-fi donations. For Mexican clients I'd ask for a direct transaction to my bank.
- The artwork can be paid full upfront or in two installments as the client desires.
- I reserve the right to request the payment and send the invoice in USD (US Dollars) or its equivalent in MXN (Mexican Pesos).

## **REFUNDS/CANCELLATIONS**

- Full refunds are not available, except when: the client hasn't received any updates in the first 15 days after the payment. If this happens without any explanation from the artist, you are free to ask for a refund of the full amount you've paid and the commission will be canceled. For bigger projects the waiting period for an update could be around 25 days.
- If the client decides to cancel the commission while the commission is in progress, I, the artist, reserve the right to refund you half of the amount paid or not. This depends on the progress of the art commission at the moment.
- After the cancellation the client has the right to ask for the artwork done at the moment. For traditional artwork, I'll send you a digital scan copy.
- Chargebacks on Paypal are not accepted. Instead of making a dispute, the client must communicate immediately to the artist in case they have any issues with the artwork.

## **COMMERCIAL USAGE AGREEMENT**

- If you, the Client, wish to order a commission for Commercial use, the total price of the commission, as well as any other royalties, will be agreed upon upfront.

- The minimum price increased 30% of the original price. However, I reserve the right to charge more if I deem fit.
- The following cases are considered commercial use: Reproducing and selling the artwork, publicly or privately, cases where you receive profit from a medium/platform where you have posted my artwork, (eg. Patreon, YouTube, Twitch, a personal site, business cards, etc).

Tier	Contents	% Increase
Tier 1	Twitch screens/ Youtube thumbnail/ Social media promotion	+30%
Tier 2	Patreon content/ personal site image/	+50%
Tier 3	Reproducing/ Selling/ Merch	+80%

## **COPYRIGHT**

- I reserve the right to sign and/or watermark my own work. I will send you a full resolution image (by email or via google docs), but my signature will remain on both the full resolution and smaller versions of the Artwork.
- You are responsible for protecting your ownership over rights to a character design made by me by creating a copy image with your name added as well (ie. through a watermark) when uploading on external sites.
- I retain all copyright over my work, which includes the right to redistribute, reproduce, or use the image as a sample for sales or self-promotion unless otherwise agreed upon. In the case of a Public Commission, I may do whatever I wish with the art (eg. post it to other sites such as Instagram) but will give proper credit to you for ownership of the character's design.
- In the case of a commission, I will not claim the rights to a character design unless it was one of my own designs. Therefore I will not reuse/resell the Artwork for personal or commercial projects unless agreed upon.
- In the case of an adoptable design, I will not reuse/resell the rights to the design once ownership is transferred to you, the Client.

## **NDA - PRIVACY REQUEST**

- If you wish for your request to be private, it must be stated during the ordering process.
- I reserve the right to charge a fee if I deem fit.
- The privacy request entails that I am not allowed to share any WIPs on social media, nor am I allowed to stream the process of the commission anywhere.
- This is especially important to consider if you are a Vtuber and want me to keep assets private until your debut.
- The NDA fee usually starts at +10% of the total quote, but it might differ.