

Sage's Terms of Service

By agreeing to the following Terms of Service, you, the client, and I, the artist, agree to the following:

1. ENGAGEMENT

- The client warrants that the character, reference material and other intellectual property provided to the artist are legally obtained and authorized for use by the client.
- The client warrants that they have the authority to enter this agreement, be the point of contact and is solely responsible for decisions and approval during the process.
- The artist will strive to perform to the best of its ability in good faith and ensure the finished artwork is 100% original.
- The artist may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
- The artist warrants that it will not copy or heavily reference unauthorized materials.
- The artist reserves the right to refuse projects or requests based on content, subject, or other reasons.

2. CONTENT RESTRICTIONS

- The artist will not create content that is explicit, offensive, or inappropriate.
- Specific restrictions include but are not limited to explicit sexual nsfw, gore, mecha (a large armored robot), bara (very masculine-looking and usually muscular men), fetish art, detailed animals, and any cultures the artist may not be able to portray authentically.

3. TIMELINE AND PROCESS

- Work completion requires one week minimum, and may take up to a month depending on each project.
- Timeline depends on commission type, complexity, and workload.
- The client is expected to let the artist know of any deadlines beforehand.
- The artist will provide progress updates and seek the client's feedback voluntarily and frequently.
- Final deliverables are provided using Discord, Gmail, or [artisttree.io](https://www.artisttree.io).

- If there are any delays and adjustments to the timeline, the artist will inform the client as soon as it's able to.
- The client must first agree to delays and amendments to the timeline exceeding 1 month through standard communication channels.
- The client may have the right to request refunds 1 month after the deadline if the artwork has not been delivered and there was no agreed upon amendment to the timeline.

4. REVISIONS

- Any revisions are allowed to be made to the sketch before the line art is started.
- After the line art is made, only minor revisions are allowed.
- Additional charges for excessive revisions may be required.
- Revisions may affect the progress and timeline.

5. COMMUNICATION

- Ongoing communication and discussion will occur throughout the project, including work in progress, idea generation and collaboration, situational updates, and more.
- Communication channels may include Discord, Twitter & Tumblr private messages; artistree.io; or gmail.
- The artist's response time may vary, up to one week in order to provide better or more concrete updates.

6. RIGHTS & USAGE

a. Artist Rights

- The artist retains copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to display, advertising, printing.
- The artist is allowed to share the artwork and work in progress on websites, social media, portfolio, public broadcast channels and more, unless previously specified by the client to not to.

b. Client Rights

- Clients receive exclusive, non-transferable usage rights to the artwork for personal use.
- Personal use means: display on social media accounts for promotional purposes with no direct monetization, such as profile pictures, banners, and posts; printing and framing in personal spaces; display on websites and channels.

- The client must not claim the artwork as your own, and although crediting using the artist's username/ link at the instance of display of the artwork or permanently on the client's website, social media profiles, broadcast channels and so on, the client is encouraged to do so.
- The client must not edit or modify the artwork in any way without my prior permission.

c. **Commercial Rights**

- Commercial usage rights are not included unless previously specified agreed upon.
- Commercial rights means usage of the artwork on streams, videos & other content, or any monetized instances; selling/ reselling the artwork to another party, as part of any product, or on another platform.
- In the case of design work for the definition of the client's brand identity such as character design; logo design; and more, intellectual property rights of the designs and their likeness are exclusively granted to the clients for use, production, and modification purposes. (Please specify this beforehand).
- Usage of the artwork for AI (artificial intelligence) tools, platforms or programs; ML (machine learning) tools, platform or programs; AI or ML training; NFT; blockchain; or other for-profit platforms/ purposes is strictly prohibited.
- Additional charges will be required for commercial usage if not included, typically 2x the original cost.

7. PAYMENTS & FEES

- Invoices, proposal or payment link will be sent to the client when the artist is ready to begin the artwork. The client must not send money before these requests.
- Invoices may be paid within 72 hours, or the project may be canceled unless notified of a delay beforehand.
- Prices are in USD, and via Paypal & Ko-Fi; argentinian peso, via MercadoLibre; robux, via Roblox's store; and via Discord \$10 Nitro gifts.
- Prices may vary or change depending on complexity, requirements and/ or additional requests.

- Once the artwork has begun or payments have been made, the client acknowledges said artwork and deliverables are digital and there are no physically shipped goods to receive.
- The client warrants they will not issue chargebacks and the refund policy mentioned below will be followed.

8. CANCELLATION & REFUNDS

- If the client requests cancellation before the sketch has begun, no fees will be forfeit.
- If the client requests cancellation before the line art has begun, 50% of project fees will be forfeit.
- No refunds are possible after the line art stage unless initiated by the artist.
- If the artist cannot complete the artwork or there are delays as detailed in Section 3 for unforeseen reasons, the client may be eligible for a full refund. If the work done up to this point is accepted and used by the client, the artist will provide a partial refund only.

9. CONFIDENTIALITY

- Both the artist and client acknowledges that information and materials that are provided to either party (included but not limited to personal information, technical information, payment information, or sensitive business information) outside of the development of the artwork, that will not be visible to the public, shall be confidential information and should not be disclosed to any other party without prior written permissions from the owner of said confidential information.

10. INDEMNIFICATION

- The client indemnifies the artist against claims, losses, damages, and expenses related to the artwork usage by the client, breach by the client of the agreement, or third-party claims.

11. ACCEPTANCE

- Client is 18+ and legally able to commit to an agreement or has a legal guardian to make this agreement on their behalf.
- Agreement date is upon first transaction.

Note: Businesses, agencies, groups and other organizations should contact the Artist to discuss arrangements in more detail.

For any other questions, doubts, or whatever, you can contact me either by Discord or Email! My username is **@suketchi_s**, you can email me at **suketchi.spinetto@gmail.com**.

Template by
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