

## TERMS OF SERVICE

These Terms of Service are relevant to commissioning me for custom art pieces and are subject to revisions, edits, and additions without notice.

- 1) Displayed base prices are subject to change according to the complexity, difficulty, and size of each individual piece.
- 2) Clear and concise visual references and/or description of a commission idea must be provided by the Client, after which a preliminary quote will be provided by the Artist.
- 3) Payments of €200 and under must be made up front in full before preliminary work begins. Payment plans are available for commissions above €200.
- 4) If the artwork is finished before final payments are made, the Client will not receive the original paint/drawing digital image of the commission until final payments are made.
- 5) Clients will have the opportunity to direct alterations of their commission in the sketch stage. No more than three sketch revisions will be made unless the Client wishes to pay extra.
- 6) Critique and redline corrections for commissions above €50 are welcome to ensure the best result.
- 7) The Artist reserves the right to reject critique and redline pertaining to artistic skill or style preference (i.e. anatomy, coloring style, etc.) if said critique reduces the artistic quality of the piece.
- 8) If the Client wishes to cancel their commission during the sketch stage they will be refunded 75% of what they paid. During lineart stage, 45%.
- 9) If the Client wishes to cancel their commission during or after the coloring stage they will not be issued a refund.
- 10) The Artist reserves the right to issue a refund and cancel a commission due to poor communication, rude or inappropriate behavior.
- 11) The Artist ensures the Client will receive updates on commissions when necessary. Clients are encouraged to check in when they feel it's necessary for updates, assurance or reminders.
- 12) The artist will not handle depiction of illegal activities, sexually explicit (x-rated) materials and hateful images. The Artist reserves the right to reject any commission for any reason.

13) The Artist retains the right to display all commissioned work on any personal website, gallery, or journal. If the commissioned work is a time-sensitive gift the Artist may delay public showcase at the request of the Client.

14) The Artist retains ALL the rights to the commissioned artwork, including the right to make prints and merchandise. Image rights can be negotiated for an added fee.

15) The Client retains all rights to their respective characters. This does not allow them rights to the commissioned image (see articles 13 and 14).

16) The Client may not profit from the artwork beyond the resale of a physical original painting or drawing (traditional media, not digital). This includes the sale of the digital files, or rights to the image.

17) The Client may create prints for personal use (display in their home or as gifts). Client may also resize or crop the artwork to create icons, wallpapers, or other graphics to be used in non-commercial digital format, but the Client cannot alter the artwork itself. The Client may also upload the artwork to their personal website or gallery, but credit is required, and it must not be any high resolution version of the artwork.

18) The Artist may recycle sketches and preparatory works that were rejected by the Client for other commissions or personal works.

19) The Client is not allowed to turn any of the commissioned, or other art of mine, into NFT.

20) I do not accept cryptocurrency as a form of payment.

21) Client shall not reproduce and/or otherwise use the Work in any manner for purposes of training artificial intelligence technologies to generate work, including without limitation, technologies that are capable of generating works in the same style or genre as the Work. Nor shall Client sublicense others to reproduce and/or otherwise use the Work in any manner for purposes of training artificial intelligence technologies to generate work.

22) The Client must read, understand and agree to all the above terms before entering into an agreement with the Artist. By sending payment, the Client agrees to the above terms.