



Commission Terms of Service

By commissioning me in any way, you are agreeing to the terms of service below.

Any statement can be bound to change if discussed with the artist, prior to the commission.

O. DEFINITION OF TERMS

1. The Artist refers solely to the commissioned entity, Eloi
2. The Client refers to any individual who has accepted these terms of service and is commissioning work from the Artist.
3. The Commission refers to the agreed upon work that the Artist will complete for the Client.

I. GENERAL TERMS.

1. Clients must write in a clear and pleasant manner.
2. Clients must provide neat references.
 - a. This includes full body art of the character to be commissioned, which does not have to be professionally done, but must give a clear idea of the character's design and color palette.
 - b. Should the client be lacking in full body art, the artist can work together with the client in making a full-drawn 2d design, provided there will be additional costs. (Please see 2D Art terms and Conditions)
3. Any ill behavior by the Client will not be tolerated and their Commission will be canceled if it occurs.
4. Commissions are not first come-first-serve, the Artist will select projects to work on on an individual basis.
5. The Artist reserves the right to reject any commission order for any reason they see fit, with or without providing a reason.
6. The Artist will contact potential Clients via Twitter DM or Discord. If The Artist receives no response from a potential Client after 48 hours, the potential Client's spot on the list is forfeit.
7. The Artist reserves the right to stop work on a Commission once it has begun, or cancel a Commission request due to poor communication, rude/inappropriate behavior, an inability to effectively communicate, or a breach of these Terms of Service caused by the Client.

8. The Artist will not create any depiction of sexually explicit (i.e., “x-rated”, pornographic, simulated sex, or sexual arousal) materials, fetishes, or any form of hateful or racist imagery.
9. The Artist will not reproduce copyrighted images or characters without consent of their copyright owner.
10. If the Commission is defined as confidential, the Artist will temporarily delay public display of the image at the request of the Client until the Client specifies public display is permitted.
 - a. A maximum delay of 1 year will be honored, after that the Artist will post the completed work unless there are special circumstances agreed upon.

II. PAYMENT

1. Commission payment methods will be discussed between the artist and client. This information will be noted on the commission order form.
2. A minimum of half the price of the Commission must be paid by the Client before work on it will begin.
3. The Commission must be paid in full by the Client before it will be delivered to the Client.
4. The Artist will only accept payment this way unless agreed upon prior to beginning work on the commission.

III. PROCESS

1. The Artist will give Work In Progress shots as they reach major milestones in creating the model, such as completing eyes, hair, or clothes.
 - a. The Artist will also give WIPs if they have a question about the Commission, at which point the Artist will pause working on the Commission until the Client provides an answer.
2. The time for a Commission to be completed can range from three weeks to over a month depending on the complexity of it.
 - a. In the event that the Artist can not complete the Commission by the time agreed upon due to complexity or personal reasons, the Client will be notified immediately.

IV. CUSTOMER SATISFACTION

1. After a Commission is finished, the Artist offers revisions only immediately within the first 48 hours after the delivery of the Commission.
 - a. If a revision is requested immediately after delivery of the Commission, it will be honored so long as it is not on design aspects that were previously approved by the Client.
 - b. If a revision is requested after a sketch has been approved, charges may be applied related to the complexity or time required to make those changes.
 - c. If the Client requests a revision after 48 hours past the Commission’s delivery, it will not be accepted without payment for said revisions.

V. COPYRIGHT / USAGE POLICY

1. The Artist retains every right to the produced Commission and retains ownership of the created model.
2. Therefore the Artist is allowed to use the copyrighted artwork to:
 - a. Promote themselves with it in any place or site.
 - b. To display it anywhere to their liking.
 - c. Post it wherever and whenever they want.
3. The Artist will never resell the Commission or redistribute the Commission or its parts to others in any way UNLESS the Client breaks these terms of service.
4. The Client is allowed to;
 - a. Use the copyrighted Commission for personal and commercial purposes.
 - b. Use the model, and claim the right of their character(s).
 - c. Use the model to promote themselves with proper credit given to the artist.
5. If the Client breaks the copyright infringement in any way, every right the Client had to the Commission will be retracted and the Artist may use the Commission in whatever way they see fit, which includes resale.
6. The following acts, if taken by the Client are considered Copyright infringement:
 - a. Taking credit for the Commission or not properly crediting the Artist.
 - b. Reselling the Commission to another party.
 - c. Using parts of the Commission to create another commission without the Artist's consent.
 - d. Using the Commission to promote unkind or unacceptable behavior which includes but is not limited to hate speech, displays of racism, homophobia, transphobia, pedophilia, aggression, general discrimination, and any other ill behavior which is up to the artist's discretion.
 - e. Using the Commission for the promotion of, creation of, minting of, as a part of, or in any relation to NFTs, the blockchain, or cryptocurrency.
 - f. Using the Commission to train any form of AI-generating software.
7. Commercial rights to the Commission are always included in the base price, if the Client is not interested in commercial rights and would like a personal-use-only Commission, this must be agreed upon with the Artist prior to the start of the commission.
 - a. With commercial rights the Client is allowed to make any sort of merchandise with the Commission with credit to the Artist clearly stated.
 - b. Use it in books, covers, as Props, change it to your liking and promote your own brand with the Commission with credit to the Artist clearly stated.
 - c. Credit is still required for usage of the model, even if it has been altered or edited.
 - d. This DOES NOT include the right to mint as an NFT.

VI. CANCELING/REFUNDING POLICY

1. The Artist has the right to cancel and refund the money for the Commission at any time.

2. The Client has no right to demand a refund from the Artist under any circumstances after work on the Commission has begun.
3. If money has not been sent yet and the Artist has not started working on the Commission, the Client has the right to cancel the Commission.
4. If the Client files a chargeback against the Artist or fails to pay for the Commission in full upon its completion, the Client's right to everything the Artist has made for them will be retracted and the Artist has the right to sell the Commission to new buyers.
 - a. The Client will be forbidden to ever commission the Artist ever again.
 - b. The Client's name will be publicly posted and warned for others to watch out for.
 - c. The Artist also has every right to file a complaint and retains all the right to any money the Client has paid.