

Terms of service Agreement

Nitte Osoikatsu

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Before commissioning me, we need to make sure we are on the same page so there aren't misunderstandings and to protect against fraud, so please take some time to read through these terms! Thank you.

These Terms of Service Agreement **only apply to non-commercial commissions.**

By sending your order, you (the Client) confirm to have read the Terms of Service Agreement and that you agree to commission me (Noelia Picó) under this terms:

1. ENGAGEMENT

- a. Client provides clear and complete requirements and expectations upfront, including reference materials or assets before Work begins.
- b. Client grants to the Artist non-exclusive rights to observe and replicate Client's own character design, reference material and other intellectual property for the use of the Work.
- c. Client warrants that the character design, reference material and other intellectual property provided to the Artist are legally obtained and authorised for use by the Client.
- d. 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.
- e. Artist strives to perform to the best of their ability in good faith and warrants Work is 100% original according to Artist's best knowledge.
- f. Artist may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
- g. Artist warrants that they will not copy or heavily reference unauthorised materials.
- h. Artist reserves the right to refuse projects or requests based on content, subject, or other reasons.
- i. Artist defines scope of work, features, price, deliverables and other details for the project in a proposal in a format according to Artist discretion which may include private message through Discord or Twitter, Instagram, Google document, or email. The details set forth by the Artist shall be agreed upon by the Client before work begins.

2. CONTENT RESTRICTIONS

- a. Artist will not create content that is explicit, offensive, or inappropriate.
- b. Specific restrictions include but are not limited to mechs, copied styles, and gender identities or cultures the Artist may not be able to portray authentically.

3. TIMELINE AND PROCESS

- a. Work completion requires 3 days minimum, and may take up to 2 months depending on each project (specially for Vtuber models commissions).
- b. Timeline depends on commission type, complexity, and workload.
- c. Client should plan launches and streams accordingly.
- d. Artist provides progress updates and seeks Client feedback voluntarily.
- e. Final deliverables are provided by the Artist using email, Discord or similar file transfer tools, in PNG, GIF, PSD, ZIP (including all export files for Vtuber models) formats as applicable. Any files hosted by the Artist will be available for the Client to download for 15 days.
- f. If there are any delays and adjustments to timeline, the Artist will inform the Client.
- g. Clients must first agree to delays and amendments to timeline exceeding 3 months through standard communication channels.
- h. Clients have the right to request refunds 3 months after deadlines according to 8.b. if Work has not been delivered and there was no agreed upon amendment to the timeline.

4. REVISIONS

- a. One revision is allowed per item shown to the Client during the process.
- b. After line art, only minor revisions are allowed.
- c. Additional charges for excessive revisions may be required.
- d. Revisions may affect progress and timeline.
- e. Clients may not edit the work after final delivery unless specified in the commission information, project outlines or otherwise approved by the Artist.

5. COMMUNICATION

- a. Ongoing communication and discussion will occur throughout the project, including work in progress, idea generation and collaboration, situational updates, and more.
- b. Communication channels may include Discord, Twitter or Instagram private messages, email, or others according to Artist discretion.
- c. Artist response time may vary, up to 5 working days in order to provide better or more concrete updates.

- d. The Artist and Client agree to discuss relevant matters concerning the project. Both parties have the right to decline other topics of discussion.

6. RIGHTS & USAGE

a. Artist Rights

- i. The Artist retains copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to display, advertising, printing, the Work and work in progress on websites, social media, portfolios, public broadcast channels (i.e. Twitch) and more.
- ii. The Artist may use rejected work in progress and versions for other projects according to their discretion, under the condition that it does not infringe the Client's intellectual property rights and ownership of their likeness, character design, branding, identity design or any such trademarks.

b. Client Rights

- i. Clients receive non-transferable usage rights to the Work for personal use. Refer to Section 6.c. for commercial rights.
- ii. Personal use means: display on social media accounts for promotional purposes with no direct monetization, such as profile pictures, banners, and posts; print and framing in personal spaces; display as part of designs on websites and channels, excluding use in content of these websites or channels.
- iii. Client must not claim Work as their own and must credit Artist using their social tag/username/link at the instance of display of the Work or permanently on their websites, social media profiles, broadcast channels and so on.

c. Commercial Rights

- i. Commercial usage rights are **not** included unless specified in the commission type or listing on the Artist's websites (i.e. vtuber models, emotes and badges) or as agreed upon.
- ii. Commercial rights may differ for each commission type. Commercial broadcast rights means usage of Work on streams, videos, advertisements and other content, or any similar monetized instances; commercial distribution rights means selling or reselling Work to another party, as a part of any product or merchandising, or on another platform.
- iii. In the case of original design work for the purpose and 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 Client for use, production and modification purposes, commercial or personal.

- iv. Usage of Work for AI (artificial intelligence) tools, platforms or programs; ML (machine learning) tools, platforms or programs; AI or ML training; NFT; blockchain; or other for-profit platforms/purposes, **is strictly prohibited.**
- v. Additional charges will be required for commercial usage if not included, typically 2x of the original cost.

7. PAYMENTS & FEES

- a. Client pays the full price of the commission in advance. If the price exceeds 150€, the client can choose to pay 50% of the price.
- b. In the case of projects above 150€, the final 50% is due at first complete watermarked or low resolution preview of the final deliverables.
- c. Invoices, proposal or payment link will be sent to the Client when Artist is ready to begin work. Clients must not send money before these requests for payment from the Artist.
- d. Invoices must be paid within 73 hours, or the project may be cancelled.
- e. Prices are in EUROS, and paid via PayPal, or methods as provided by the Artist.
- f. Prices may vary or change depending on complexity, requirements and/or additional requests.
- g. Once Work has begun or payments have been made, the Client acknowledges Work and deliverables are digital and there are no physically shipped goods to receive.
- h. Client agrees that they will not issue chargebacks and the refund policy mentioned below will be followed.

8. CANCELLATION & REFUNDS

- a. No refunds are possible after work begins unless initiated by the Artist and except for circumstances due to the Artist as detailed in 8.b. and Section 3.
- b. If the Artist cannot complete work or there are delays as detailed in Section 3 for unforeseen reasons, the Client may be eligible for a full refund. If work done up to this point is accepted and used by the Client, the Artist will provide a partial refund according to the amount of work completed.

9. CONFIDENTIALITY

- a. The Artist and Client acknowledges that information and materials that are provided to either party (including but not limited to personal information, technical information, marketing plans, payment information, or sensitive business information) outside of the development of Work, that will not be visible to the public, shall be considered confidential information and shall not be disclosed to any other party without prior written permission from the owner of this confidential information.

10. INDEMNIFICATION

- a. Client indemnifies Artist against claims, losses, damages, and expenses related to Work usage by the Client, breach by the Client of the Agreement, or third-party claims.
- b. If Client's rights and the terms of this agreement are violated or the Work is not delivered as agreed due to Artist negligence, Artist will work to remedy the situation first according to the terms aforementioned and otherwise to the satisfaction of the Client.

11. ACCEPTANCE

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

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

You can contact me if you have any doubts on any point to clarify it.

Also, some points can be changed if you do not agree as long as they are discussed first and we reach a new agreement.

Thank you for your time.

Nitte Osoikatsu

@nitteart

[Socials and contact](#)

This TOS Agreement was made with the help of [@keyokku](#)'s template.