Terms and conditions.

- ## Before commissioning, keep in mind:

  - These are 3D models made with VroidStudio, note that due to the limitations of the program there are things that cannot be replicated in the same way as in 2D.
  - Note that any props created with hair follow the head bone.
  - **Specify the use of the model.**
  - **Specify if you want to add commercial use.**
  - **Specify in detail your avatar and provide references (**some things must be done in external programs like Unity or Blender so it is important to be specific with the characteristics of your model).
  - The delivery **format** is in **VRM file**, which allows you to use it in many 3D programs such as:
    Unity, Blender, VseeFace, VmagicMirror, Wakaru, 3Tene, VRM automathic photo, VRM live viewer, among many more.
  - **VRChat:** The model works for VRChat, but you must make some formatting adjustments when uploading (this is not done by me) please specify if you want the model for vrchat and if you want me to do the conversion (Extra cost).
  - **Extra expressions** such as hearts in the eyes, blushing or any other than the basic ones have extra cost.
  - **Keep in mind that a 3D model consumes a lot of resources and even more streaming live, the performance of each model depends on the capacity of your computer, the program you use and the configuration you give it.**

- # [Props that can be made]

  - Glasses
  - Fangs
  - Earrings, necklaces
  - Ribbons/loops
  - Animal ears
  - Tails (follow head bone or static)
  - Hat (acceptable depending on shape)
  - Cloak/armor (acceptable depending on shape)

  (some complicated item, ask before about it)

* If the service is completed, the model will be released once the applicant does so or when it is deemed prudent. It would be helpful if you could inform us in advance if you would like your model to be kept private or the planned release date.

*__Purchase copyrights when using R-18 or violent content (Ask about it).__

- **Conditions for copyright purchasers:**

    - After transferring the copyright, you are allowed to transmit the model data to third parties.
    - After transferring the copyright, you are allowed to use in R-18 and violent content.
    - After transferring the copyright, third parties are allowed to receive benefits from the contents and events produced using the model data.
    - After the transfer of copyright, general modification of the model is allowed.
    - After the transfer of copyright, the name of the creator of the model is optional.
    - After the transfer of copyright, the moral and creative rights remain with ELI, but the artist will not exercise his moral rights except for publication of his/her realizations and publication in the portfolio.
    - After the transfer of the copyrights, the right to use the model will not be suspended in case of any problem.

2D TO 3D MODEL:

- The model will replicate from 2D to 3D in terms of look and feel.

  If you are looking for a 3D model that is flat with everything aligned in the same plane, you should keep looking for your dream artist, that is not possible.

- You can provide tips to replicate the texture of your character sheet or some other data like the PSD document or the contact of your artist, otherwise the replication will be limited to the best of my ability and knowledge.
- The model will be the closest to the 2D view only from the front view, the other sides and angles will be an approximate copy. .
- Your model will be replicated as your character sheet, such as the figure, shadows, textures etc. So make sure the reference of your character sheet is to your liking and is how you want your model to look, before sending it, you can provide more images to help with the details or be sure to indicate what things you don't take into account from your reference and what things you want to go different.
- changes that are not in your reference and that you do not indicate beforehand may result in extra charges.

TIME/PAYMENT/MODE OF WORK

- # Payment methods::
  - **International: PayPal**
  - **Mexico: PayPal or bank transfer.**

- # DEADLINE:

  - The estimated time depends on the complexity of the model, it can be from 1 week up to 3 months, depending on the level of detail you want your model to have. This time can be reduced or extended.
  - If you want the model to be delivered in a specific time, please mention it before commissioning to check availability and costs.
  - For emergency commissions the lead time may be as long as 3-6 months (This time may be reduced or extended).
  - If something external happens that delays the workflow (illness, family situation, technical problems, etc.) you will be notified and we ask for your understanding.

- # Workflow:
  - Once the commission is accepted, I will start working on your model once 50% of the agreed price has been paid.
  - If there is someone that commissioned before you, you will have to wait your turn.
  - If there are many commissions, you will be able to see the status of the commissions in a Trello list pinned to my Twitter (X) profile.
  - There is a limit of changes to be made. You will be shown the outfit, hair, skin and face for revision, you are entitled to 3 revisions and 2 changes for each one.
  - If you want to make more changes it could generate extra costs.
  - Once the final result is approved, your files will be sent to you through a drive folder, if the payment is already completed.
  - ***Please be kind enough to reply as soon as possible so as not to delay delivery time or others' commissions.***

● GENERAL TERMS AND CONDITIONS:S:

- **Please understand that the model can only be replicated from 2D to 3D 80-90% from one side, which will mostly be the front view, the other views will be an approximate copy. A complex model will have extra charges depending on the level of complexity and references provided.**

- **If you want perfect details with no limit of changes to be made, you must request it, but keep in mind that this may generate extra charges and increase the price considerably.**

- The model will not be sent to you if payment is not completed.
- No refund for dissatisfaction.
- No refund for cancellation (read all cases):
    - *If no work has been started on the model:*

  Due to the place that could have been filled by someone else and the fees PayPal charges the artist for accepting your order, it is NOT possible to refund all, it is possible to refund half, but you would have to discuss, analyze the refund request conditions and come to an agreement.

    - *If I have already started working on the model: It is not possible to refund, you have the option to have the model finished.*
    - *In case of emergency commissions: No refund is possible, you have the option to finish the model.*
- It is forbidden to resell or distribute the model with or without editing.
- It is forbidden to resell or distribute the items of the model, as well as the textures.
- You have one week after delivery of the model to notify any defect or malfunction, then the service will be terminated.
- Statements, expressions or actions that imply that you created your own work/model are forbidden.
- It includes program recommendations and I answer all your questions, however, I am not obliged to teach you how to use it or configure the programs for you.

- If the model is already finished and there is no response from you within 2 weeks, I will consider my service as finished, the model will be sent to you (if the payment is completed) and the possibility of making changes is discarded. If payment is not completed the commission is discarded without refund.
- The color of the image may vary due to device settings, monitor and screen type, nothing can be done in these cases, there will always be a small variation.
- Write the modeler's name (ELI) in your Twitter (X) profile, video's description section, or attach the link to my social media:
  https://linktr.ee/eli_vtuber
- If we determine that the activity is detrimental to the model's image due to acts that demean others, offensive content, use that violates public order and morals, trouble, etc., we may suspend the model's use.
- Use of accounts or content with political statements is prohibited.

By commissioning you accept all the terms and conditions that are subject to change without notice or notification. I am not responsible for external problems with third parties once the model is delivered, the use of the model is the responsibility of the payer or commissioner.

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