

ProteanDream Terms of Service

CREDITS

Proper credit must be given and linked to my twitter profile: @ProteanDream and in the absence of an intro, a custom intro also relating to my brand will be provided.

ACKNOWLEDGEMENTS

By commissioning me, you acknowledge the following:

- You are over the age of 18
- You agree to pay at **LEAST** 50% (100% is preferred) of the total project upon agreement to terms.
 - You acknowledge that if upon review, the footage is not suitable for creating good content, there will be a fee for having reviewed the footage, on top of the project fee.
 - You will not file a dispute over PayPal unless absolutely necessary, but not before contacting me directly via Discord, Email, or previously established lines of communication to negotiate, should any issues concerning the commissioned project arise.
- Projects, depending on complexity, priority order, and life, can take between 3 days to 1 month from date of commission if a deadline is **NOT PROVIDED**. Clients will be notified of any major events that will impact delivery time.
- You will be patient and aware of the turnaround time, priority order, and queue before commissioning me.
 - Acknowledge the very strict refund policy that I uphold and that any disputes will be settled privately and professionally.
- In the event that the scope of a commission is larger than anticipated, renegotiations will occur.

RIGHTS

- I reserve the right to use ANY work done for my portfolio.
- I reserve a right to include your profile in a list of clients that I worked with, whether it's past or present
- I do not work with unethically sourced AI content. I have the right to refuse or terminate any work that is produced by clients that are not forthcoming with the usage of AI during any part of their creative process, with no refund.

HOW COMMISSIONS WORK

- Commissions will be approved via prior discussion (and review of footage) and when the price is agreed upon by both parties.
- I operate primarily on a FIFO system. First in, first out. This system is subject to change during the following: Projects **WITH DEADLINES** have priority to projects **WITHOUT DEADLINES**, a **RUSH FEE** is paid thereby upping its priority order, repeat clients take priority over new clients.
- Once agreed, I will send an Invoice as soon as possible via PayPal (Please note, that payment through PayPal WILL result in higher pricing to compensate for PayPal fees), Zelle, or CashApp. (These are currently my ONLY accepted payment methods), and upon (and only when) the invoice is paid, your commission will be added to my Trello list and to the waitlist. Commissions over \$200+ can be divided and paid in halves.
- You will be routinely updated via Discord (or preferred contact) as the commission progresses. In the event I do not routinely contact you, you are at full liberty to initiate contact for updates. (Please limit your messages to 1 per two days if possible as frequent messaging regarding edits lowers morale.)
- Once the commission is finished, I will send the rendered project for you to review. In the event I do not hear from you within a week of sending the project, I will consider the commission finished and move on.

RUSH FEES

- Rush fees range from +50% to +200% of the original price, depending on the immediacy of the request.

REVISIONS

- Each project will be allotted 3 MINOR revisions and changes. (Personal errors will not count towards the revisions and are not charged.) Further revisions will be \$10 per additional revision.
- MAJOR revisions (such as revamping of entire sections or the whole project being scrapped) will be subject to negotiations and discussion. Ranging from a percentage to a re-payment of the original pricing.

REFUNDS

- Refunds will **ONLY** be provided in the event **NO WORK** has begun on the project. (This includes the reviewing of provided footage.) Or I am **FORCED TO DROP** a project.

(Being forced to drop a project will result in a 50% refund if 100% was paid, if 50% was paid, no refund will occur)

- However, negotiations and compromise can still take place to make sure both parties are reasonably satisfied.
- Cancellation of a commission does not entitle a refund. Once an invoice is paid, it is FINAL.
- Additionally, in the event of **EARLY CANCELLATION** in the middle of a project, a **KILL FEE** may be charged **IF ONLY 50%** of the payment was made.

KILL FEES

- A **KILL FEE** may be charged in the event of early cancellation of a project. This is to compensate for rejecting and missing other potential work and may range from 100%-200% of the project price depending on the time of cancellation.

ADDITIONAL FEES

- No Timestamps provided - \$10/VOD
 - No Instructions - \$10
- **Longform:** Footage/VODs exceeding 2 hours in length, rounded to the nearest hour - \$10/hr
- **Shortform:** Footage/Clip exceeding 3 minutes in length, rounded to nearest minute - \$5/minute
 - **Trailers/Music Videos:** No references - \$20
 - VOD Scrubbing (in the event of no suitable footage) - \$13/hr
 - Full Subtitling (scales with number of people) - \$10/person
 - Additional Revisions - \$10/per