Thien's commission Terms of Service

1. Client's rights

A. Communication and service

- Client has the rights to purchase from the artist regardless of who they are (except if the client reveals or is found out to have a history/ongoing background of purchasing and/or supporting illegal acts, then the artist has all the rights to refuse service).

- Client has the rights to purchase a product regardless of contents (sexual orientations, gender expressions/identities, genres,...) as long as it's within the artist's boundaries*. Artist has the rights to refuse service if any of the boundaries are violated.
  (* Refers to Tab "Dos and Donts" of this doc)

- Client has the rights to correct the artist if any mistake occurs in the process, however this is only effective during the Work In Progress stage. Additional fees may apply if the change is major.

- If a client lacks communication, the artist is not responsible for anything that doesn't fit what the client wants with the product.

- Client has the rights to speak up if the artist isn't communicating with them, ask for regular updates, and remind them if a certain amount of period passes without any communication.

- Clients who are **18 and above** are allowed to purchase adult content within the artist's boundaries. Minors can NOT receive this service.

B. Payment

- Client can pay upfront or 50/50. Payment should be made via PayPal and in USD currency.

- Client should acknowledge that taxes (from 2.9% to 3.9%) will be applied and they won't just be paying for the base price.

- However, if the client is a citizen residing in Vietnam and is using a Vietnam bank, payment can be made directly through banking for convenience (price will be converted to VND and tax will not apply).

- Client has the rights to receive an invoice or receipt.

- All of the client's personal information (such as legal name) shall be ignored when making a payment. Artist will only refer to client by the name they want to be addressed when making an invoice or receipt.

- Client has the rights to get refunded only if anything happens on the artist's end that makes them unable to continue service. If not, money can't be refunded once paid.

- Minors who are still relying on their legal guardians for financial support must need permission from said guardians before making any purchase. Artist will not be responsible if their legal guardians request a refund after the client has already received the finished product.

C. Usage

- Once a product is purchased, the client has all the rights to use it as a profile picture, banner, thumbnail, in self marketing, gift the art to someone else…

- Client can **NOT** feed the product to generative AI, claim it as their own, give it to another artist to 'finish it up', make any changes in order to twist the ideals and message in a negative light.

- Client can **NOT** sell the artist's work as mass produced products and profit off of it. Artist currently do not have commission for corporate/merch marketing service.

- Client must give credit if they upload this commission to anywhere unless the artist stated otherwise.

- Client has the rights to refuse having their commission posted publicly online on the artist's social media. If not specified, the art will automatically be posted (with watermark and client tag).

2. Artist's rights

A. Communication and service

- Artist has the rights to refuse service if anything violates their boundaries or ToS.

- Artist has the rights to be communicated with during the working process to prevent product failures. If the client does not communicate, the artist is not responsible for any errors that occur in the final product. Artist can refuse to continue working until further confirmation from the client.

- Artist has the rights to add additional charge to the product if there is any major change wanted to be made in the middle of the process.

- Artist has the right to refuse service to minors if they attempt to purchase adult content.

- Artist has the right to cut communication and refuse service if the client reveals or is found out to have a history/ongoing background of purchasing and/or supporting illegal acts. If payment was already made, then it can be refunded if the product hasn't been finished, or not refunded if it's already made. However, said client will not be allowed to commission the artist again.

- In which case the artist doesn't communicate for a long time and doesn't answer the client, seemingly 'went missing' (something unexpected may have happened such as sudden hospitalization), client has the rights to

cancel the purchase. However, money might not be refunded until the artist returns.

- Artist has the rights to delay work if anything major affects their life or health, and they can cancel the order accordingly with refunds. Client also has the rights to cancel the purchase if they wait for longer than 4 months without any updates.

B. Payment

- Artist will only begin work after being paid, client can pay upfront or 50/50.

- Artist must send an invoice or receipt to the client. If they don't, client has the rights to request one.

- Artist has the rights to refuse refunds if there's no valid reason or if the product is already finished.

- Artist has the rights to refuse if the client asks for discounts for whichever reason.

C. Privacy

- Unless the client stated otherwise, the artist has the rights to post the finished products online (with watermark and client tag).

- Artist will not resell the product to anyone else.

- Artist has the right to remain anonymous under certain circumstances if the client posts the products to their socials. But if not stated, client must credit the artist when doing so.

3. Estimated waiting time after making purchase

- It may take at least 1 week for a Sketch/Line art, and at least 3-4 weeks for a Fully render, for chibi it may vary.

- Time might take longer depending on complexities and amount of characters, or if the order is not prioritized. Artist must inform the client of this matter.

- Artist must make sure to update regularly and client must communicate when needed to avoid any unnecessary delay.

- Waiting time might extend if the artist encounters any major problems. The artist must tell the client about said matter if it was to occur. Client has the rights to cancel the purchase if they can’t wait.

- Artist does **NOT** do deadlines, client can only allow the artist to work within a free time limit. If the purchase is made with the purpose of needing a deadline for reasons (gift, debut, advertisement,...), it’s highly recommended the client commission the artist at least 3 weeks or a month prior.

Thien's commission Dos and Donts

Dos:

- Any species besides mecha and complicated monsters
- Ship art
- NSFW
- Slight gore
- Profile picture, banner, thumbnail, cover

Donts:

- Mecha, complicated monsters
- Realism art
- Fetish art
- Extreme gore
- Hateful or illegal content (such as CP, incest, art that depicts pedophilic, abusive or harmful nature, art to carry out hateful messages…)
- 'Finish up' another artist's work

***Artist has the rights to refuse service if any rules are violated.**

***Client must understand that the artist may not be experienced with drawing certain things and will communicate when needed. Client has the rights to not commission or cancel purchase if they consider the artist incapable of drawing what they want.**