



Mantacraft Studios Terms of Service

Terms:

This TOS document uses I/We interchangeably to refer to Myself (Marshmu) and the Business (Mantacraft Studios)

Mantacrafts/Mantacraft refers to Mantacraft Studios.

"Projects" "Suit" "Costume" includes products such as heads, handpaws, tails, full costume, etc.

Timeframe: Projects are to be completed within the timeframe initially set out and agreed upon by the client, unless the project is canceled by either party, or abandoned by the client. The client must understand that the availability of materials and the length of time clients take to provide requested feedback may impact the project schedule. If there are any project delays, the client will be notified as soon as possible.

"Client" refers to persons ordering the costume parts

Client must agree to TOS before project can begin.

- All prices listed on this site are in USD.
- No materials will be ordered until an initial deposit is recieved.
- We do not accept clients under the age of 18.

- We may ask for government-issued photo ID to prove you are over 18. We take your personal information seriously and will not share or disclose this information to others.
- We reserve the right not to do business with anyone for any reason, including issuing fair cancellations and refunds.
- Please be aware projects are completed in a pet-friendly household with a cat & rabbit.
- Client agrees to not disassemble & take a pattern from the project and/or duplicate the pattern without Mantacrafts' express permission
- Any base patterns or techniques developed by us during a project remains the intellectual property of Mantacrafts and may be used in future projects or sold as patterns, ie. generic species headbases such as tiger, dragon, kemono, etc (this does NOT include anything that would infringe on your character and its combination of identifying factors, including colors, markings, scars etc that are unique to your character) Please let us know in advance if you believe this would be an issue for you.
- Rejected/unused parts of the project (duplicate/mistake head bases, ears, etc) may be resold by Mantacraft.
- Mantacraft Studios retains the right to share photos of the project on relevant channels, including but not limited to our social media and their portfolio website. If you wish for the project to remain secret for a limited period of time this can be discussed, as well as client identity being kept a secret.
- The client can resell the costume later for any amount. (If applicable, the client is responsible for abiding by the original character designer or species' rules and resale rules)

TRANSPARENCY

We may update this TOS at any time, however a client is bound by the version of the TOS they agreed to for the duration of their project. We will send a copy of the TOS to the client at the time of invoice. If the client agrees to a new version of the TOS mid-project, this version of the TOS will replace the original as the one they are bound to.

PAYMENT

All payments are via square, paypal, ko-fi or bank transfer. We can accept payment plans with prior discussion. Unauthorised chargebacks from the customer will result in a ban of the customer from commissioning Mantacraft Studios.

WARRANTY & REPAIR

- Mantacraft takes all efforts to ensure parts are sturdy and well-made, but mistakes can happen. I offer free fixes for 6 months past ship-out date. This applies only in the case that the issues are craftsmanship-based (NOT general wear and tear) with shipping to me covered by the client, and shipping to the client covered by myself, and anything past this covered by the client.
- Mantacraft studios is under no obligation to provide project patterns to the client UNLESS it is part of the purchase (ie. a headbase pattern commission) or agreed upon in advance. The patterns themselves are not to be redistributed or sold by clients unless agreed upon.
- Any other alterations to the project not made by me will be handled at the discretion of Mantacraft and may result in voiding of warranty.
- Approved refurbishments, and "Guided mending" done by the client with direct instruction from Mantacraft in the case of small faults or accidents that are able to be fixed easily, may or may not null the warranty at the discretion of Mantacraft.

- Refurbishment of projects not done by Mantacraft are generally acceptable, but will null the warranty.
- Projects shipped by Mantacraft are built to be sturdy and long-lasting HOWEVER proper care and handling of the suit as outlined by the care guide that comes with the suit MUST be followed. Improper care or disregard of the care outline may null the warranty.
- Activity intended to specifically damage the suit will null the warranty, or any damages caused by the client from mishandling or by modification with a blade, scissors, etc.
- Repairs may or may not be made at Mantacrafts' discretion, ie. if there is evidence of inappropriate and excessively rough handling that goes against the care guide (intentional rubbing of painted areas, using alcohol on painted areas, rough tugging at hair/ears/horns etc) Or if Mantacraft deems that damages are due to general rough handling of the project by client.
- **ELECTRONICS & PARTS:** Upon special request, a project may include "extra parts" and electronics not manufactured by Mantacraft (including but not limited to EL wire, LEDs, Arduino Parts, 3D printed hinges by other makers, etc) Though we strive to test and use only the best quality parts possible, the failure or dysfunction of electronics, parts, and mechanics not manufactured or assembled by Mantacraft can occur. Please note that these fall outside of the warranty and repairs offered by Mantacraft and do not guarantee a refund to the client. However, we typically try to assist as best we can to help remedy the situation.

REVISIONS

- I will send an art plan to the client before physical work on the project begins - this is a colored sketch of the project. Once a final version is approved, further changes may or may not incur revision fees.

- The design of Artistic liberty items may change over the course of the project so long as it is within an initially agreed upon “scope” or range. Client understands they are leaving the design and execution of these items up to Mantacrafts’ decision and requests for tweaks may not be honored (unless the request is to change something that has fallen outside of the original scope)
- Change-of-mind revisions that fall outside of the initial direction of the costume will incur a fee (ie. if your initial character is a pink dragon and you decide to change it to a blue husky) In this situation, costs of materials that were originally purchased for the project will not be refunded even if they are not used.
- Any character detail revisions made after the final art plan is approved will incur a fee.
- All character details MUST be finalized and confirmed before the sculpting & assembly stage.

MEASUREMENTS

- Mantacraft will request client measurement in inches or cm for parts such as costume heads, armsleeves, etc. It is the client's responsibility to check and provide accurate and true-to-life measurements for their project. Any fault in measurements provided by the client are the sole responsibility of the client. Mantacraft will not provide refund, return or repair if products completed are the incorrect size due to error in measurements provided by the client.

NON-COMMUNICATION & MISSED PAYMENTS

SLOTS - In the case of commissions via slot openings, If I have not received payment to begin a commission, and I cannot get in contact with you for 5 days past my first message to let you

know I have accepted your commission, I may cancel your commission slot and choose another client for the slot.

PAYMENTS

If you cannot meet a payment **please let us know in advance and we are willing to work with you to extend payment deadlines within reason.**

If continued extensions occur, and we no longer believe you can feasibly pay for the project, we will communicate with you and may issue a final deadline to you 2 weeks from notice that we will refund and cancel the project if payment is not received. In this instance, of any payments that have already been made, 15% of the project's total cost will be retained by us as a cancellation fee.

If the client forces an **unauthorized chargeback** without discussion with us (this is considered scamming) We will first contact the client to remedy it and ensure it was not made in error. If the client does not respond, or the chargeback is not remedied in a timely manner, it will result in a platform counter-dispute being filed (ie via paypal, square, etc) and may result in a blacklist from the services of Mantacraft and sister companies, and may also result in a public announcement on social media detailing the client's unauthorized chargeback.

NONCOMMUNICATION ON PAID PROJECTS

We will make our best attempts to contact clients, but if a client becomes completely unresponsive for at least 2 months past our last attempts to contact them, a deadline "communication deadline" will be issued and communicated to the client that gives them at minimum another 1 week to respond. If they miss this deadline and continue to be unresponsive the project may be considered ABANDONED and cancelled with no refund or shipments, or refund/shipments at the sole discretion of Mantacraft. The project/product, or its parts, in its/their

incomplete or completed state, may then be made available for sale to the public in order to recoup losses.

REFUNDS

Once a project has begun, we generally do not offer change-of-mind refunds to cancel the project. However, refund requests can be submitted to Mantacraft under the following conditions. Please note there is no guarantee of refund under these conditions, but we will make our best efforts to accommodate clients and are more likely to honor refund requests if the fault is on the part of Mantacraft.

- The project has not been completed by Mantacraft in its initially quoted timeframe
- The project is not of acceptable quality
- The client wishes to downgrade or remove parts/accessories from the project in order to receive a partial refund (ie. downgrade a head+hands+tail project to just the head)

Projects can be refunded to the \$ amount of work that has been completed, minus material costs and cancellation fee. **Any part of the project that has been completed remains the property of Mantacrafts and may be resold as a new character** unless we have made a separate agreement with you to ship the project to you. No refunds are given once the project is shipped out.

COMPLETION STAGES

Stage the project is at/has not moved past and its equivalent refund percentage.

Art stage - 95% refund

Initial Art has been submitted to the client.

Clay sculpt stage- 85% refund

Clay sculpt has begun.

Sculpt patterning stage: 75% refund

Patterning from the clay sculpt has begun.

Eva foam base stage - 65% refund

Drawing, Cutting & assembling the EVA foam base has begun.

Fabric pattern stages - 45% refund

Patterning the fabric skin for the outer of the base has begun.

Fabric skin cut or sewn - 35% refund

Fabric is being cut or sewn together or attached to base.

Fabric Dyed

At any stage of the project, dye fees are not refundable once fabric has been dyed but dyed fabrics can be sent to client.

Where possible, refunds will be sent via the payment platform's refund program which is calculated from the full amount sent by the client.

Otherwise, refunds are calculated based on the actual amount that was received by Mantacraft via the payment platform minus platform fees.

Materials - Any material not used in the client's project remains the property of Mantacraft unless client wishes them to be shipped alongside the project - client is responsible for any extra shipping charges incurred.

FEES

-Cancellation fee or Kill fee = 9% (applies to total cancellation of a project and does not apply to downgrades - subtracted from completion stage refund percentage) This fee covers the time and labor spent in the aspects of the project that fall outside of material research, communication with client, placing orders, etc. Cancellation fee only comes into effect if the client (not mantacraft) cancels the project.

-Material costs in the case of client cancellation: total \$ amount of project materials purchased for and/or consumed for the project. Original shipping fees for materials cannot be refunded. Material costs are subtracted from refund total after completion stage percentages are subtracted. (Example: if 2 yards of fur is purchased but only 1 yard is consumed before cancellation, the material cost of 2 yards will not be refunded unless client opts to have this fabric shipped to them but must pay for all shipping costs)

Example:

-A project costs \$1000 total for labor fees (not including material costs)

-\$964.61 was received by Mantacraft from the client via the payment platform, which takes 3.49% and \$0.49 per transaction.

-The client cancels the project at an 80% completion stage. The 9% project kill fee is subtracted to total 71%.

-71% of 964.61 = \$684.87 total refund

PATTERN COMMISSIONS

Any fees paid to Mantacraft for the creation of a custom pattern are for 1. The creation of the pattern, and 2. A single-party usage right of the pattern.

The Client agrees not to share, publish or distribute the pattern without Mantacraft's permission.

If the client wishes to send the pattern to a third party (ie. another costume maker) for fabrication, either the client must have the pattern sent directly to the maker, or the third party must purchase their own usage right to the pattern (similar to purchasing a Mantacraft pattern from Etsy)

Any custom patterns commissioned by a client remains the intellectual property of Mantacraft and may be sold or distributed by Mantacraft at their discretion, though the details of unique extremities specific to the character (such as a specific ear shape, antennae shape, etc) may be changed or removed from the sale pattern files to distance the base pattern's resemblance to the character, and the client can discuss this with mantacraft before the commission is completed.

POSTAL TRACKING, INSURANCE, AND ANTI-THEFT MEASURES

Ensuring the client's project is delivered safely to them is of utmost importance to me, so before ship-off we can discuss measures such as which postal service to use, confirm postal tracking, look at postal insurance offered by the company, and consider anti-theft measures such as inserting tracking tags (ie. apple airtag) into the costume lining. Note that these options are paid for by the client. In some cases, Mantacrafts may decide to provide a returnable airtag in a package for items of high value.

Mantacraft is not responsible for any damage to or loss of the project once it has been left in the care of the postal carrier. Liability of damages to costume falls solely on the postal carrier

handling the package (UPS, Fedex, Etc) In the case of missing or damaged projects, we will do our best to assist clients with tracking and providing details, however insurance claims and tracking enquiries are the primary responsibility of the client.