

Sidykuroart

Terms & Conditions

Please visit my Sidykuroart commission info page to find out my prices !

*(If you're on mobile this document is much more readable if you open it in Google Document. You can do so by clicking on the 3 dots up in the right corner, it should say "Open in Document")

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1 - General Terms

1. Prices are subject to change based on complexity & requirement.
2. I have the right to reject any order that I do not feel comfortable drawing for any reason.
3. **No client nor non-client has any permission to at any point, now nor future, use my artwork in any NFT or NFT/crypto/block-chain -related process/material. Do not contact me about NFTs, I will not do them.**
4. **Under no circumstance may my artwork ever be used for AI/machine learning purposes.**
5. Commission work may be posted on my social media. If you have any reason to not allow this, this must be mentioned before commissioning me.
6. I will ask you for a lot of references. Please be prepared to supply references for every piece of your artwork so we can create exactly what you imagine. You can send me a link to a google drive, dropbox folder etc. This can include images from pose, hairstyle, colors, notes regarding your character, etc! The more detailed the better - do not be afraid to spam once we get started. I will ask this of you.

2 - Process and Delivery

1. Timeline is subject to change, however, a commissioner will always be updated during changes.
2. I will notify you when I have started on your commission and you, therefore, lose the rights to a refund (see point 7 for more details).
3. While I'm working on your commission I will be in very consistent contact with you. Commission work is teamwork. This is how we can create your piece exactly as you envision.
4. Failure to stay in contact will result in late commission work. I send all steps for approval and more.
5. Once the piece is finished you will receive the full-resolution image. Note that there is no physical product.

3 - Payment

1. Via PayPal only. My prices are in $USD.
2. Commissions can be paid either 100% upfront or split 50% upfront and 50% after the final result approval, to be discussed during the initial commission process.
3. Don't send me any payment before I have agreed to do your commission and requested you to send me the payment via an invoice.

4 - Revisions

I will not be hurt if there's anything you don't like with how things are looking during the process. I'm doing the commission for you, it's very important to me that it's exactly to your liking. Don't wait to tell me things you'd like me to change/correct. The sooner you tell me, the better. That said,

1. A fee will be added if you want something changed on the final drawing - unless, of course, a misunderstanding from my side has been made.
2. If you wish for me to change something in the drawing you have previously approved, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make, minor changes are allowed with no extra fee.

5 - Copyright / Usage

I, Sidykuroart (the artist), claim the rights to the produced drawing, not the buyer.
Therefore I am allowed to use the artwork to:

- Promote myself with it everywhere
- Display it everywhere to my liking (website, social media, etc.)
- Post it wherever I want

*Please note: If you have any reasons against this, I am absolutely willing to discuss it beforehand.

The buyer is allowed to:

- Use the commissioned piece for personal use unless agreed otherwise (you can upload it on all your social media profiles, forums, etc. as long as you credit me)
- Print the artwork for personal use and claim the character(s) as their own, but not the artwork itself. It cannot be printed for resale unless the rights fee has been paid.

The following is considered copyright infringement:

- Reproducing / using the copyrighted artwork commercially; means making money off it in any way.
- Claiming the artwork as your own.
- Removing my signature.
- Altering the artwork without my consent.

6 - Customer Satisfaction

1. I will do everything I can to make my customers happy!

2. If you have a problem with anything in regards to the commissioned piece please tell me right away so we can find a solution together.

7 - Refunds / Cancellation

1. The buyer is not allowed a refund once I have started working on the commission.
2. I will not send an invoice before I know I'm ready to start on your commission. I start sketching as soon as payment has been received. Meaning, if you've paid, there's no refunds.
3. You may cancel your order free of charge before paying.
IMPORTANT: If you request a Paypal chargeback at any point you will lose all aforementioned rights to the commissioned piece and I will have the full right to profit further from it in any way. I will decline the chargeback and supply Paypal with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted from commissioning me again.

8 - Commercial Usages

If you wish to purchase the rights to a completed image, you will have to pay a rights fee.
A rights fee gives you all rights to the image for resale. This means you can use it for stickers, shirts, book/album covers, streams, etc depending on which fee you have paid for.

Monetization fee: Price of your commission x1.15.
This means you may use my work to indirectly bring people in, but not as in direct resale.
Real example: you want me to make freebie prints to a book you're releasing and the prints are a perk if you preorder the book. This also applies to monetized streaming, etc.
Ex. $250 commission x 1.15 = $287.50 (Meaning your rights fee is $37.50)

Rights for Commercial Resale: Price of your commission x2.
This means you may use this work for resale, without the artist (myself, Sidykuroart) receiving any income from your sales. Be it merch, book/album covers, promotional material, streams, etc.
Ex. $250 commission x 2 = $500 (Meaning your rights fee is $250)

Exclusive All Rights (all copyright), meaning the artist (myself, Sidykuroart) is not allowed to promote themselves with it, post it, nor sell prints or other forms of copies of it, is something else in entirety. We're you to ask me for this, expect the price to increase by a lot. I can not

give you a quote for how much that would be until I know more details, e.g how long you want exclusive rights for.

NOTE: If the buyer breaks any of the points stated above they will lose all the aforementioned rights to the artwork commissioned by me, bellebubben (the artist), and I will have the right to profit further from the commissioned artwork in any way I see fit. If you have a problem with any of these statements, they may be changed if discussed with me prior to paying your commissioned piece.

9 - What Do You Get?

1. Sketch and/or final sketches that you must accept before I continue the work
2. Frequent one to one check-ins & communication over how the piece is coming along

Illustrations:
Full-resolution file (approx. 5400 x 6750 at 300 DPI) unless sizing is discussed beforehand. Files will be sent as a .PNG file and if requested may include other versions, to be discussed beforehand.

Files will be sent via email.

10 - What I Do / Don't Draw

Do: Fantasy Characters
OC's
SFW
IRL People

Don't: NFTs.
Mecha
NSFW

11 - Ending notes

These Terms & Conditions are subject to change at any given time.

Please view my caard page Sidykuroart .

Thank you for reading!