

Saechimiya's Terms Of Service Agreement

Before starting a project, we need to make sure we are on the same page so there aren't misunderstandings and to protect against fraud, so please take some time to read through these terms! Thank you.

This Terms of Service Agreement ("Agreement") is entered into between the Artist and the Client for the commission of an artwork ("Work"). By commissioning the Artist, the Client agrees to the following terms:

1. ENGAGEMENT

1. Client provides clear and complete requirements and expectations upfront, including reference materials or assets before Work begins.
2. Client grants to the Artist non-exclusive rights to observe and replicate Client's own character design, reference material and other intellectual property for the use of the Work.
3. Client warrants that the character design, reference material and other intellectual property provided to the Artist are legally obtained and authorised for use by the Client.
4. Client warrants that they have the authority to enter this agreement, be the point of contact and is solely responsible for decisions and approval during the process.
5. Artist strives to perform to the best of their ability in good faith and warrants Work is 100% original according to Artist's best knowledge.
6. Artist may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
7. Artist reserves the right to refuse projects or requests based on content, subject, or other reasons.

2. CONTENT RESTRICTIONS

1. Artist will not create content that is explicit, offensive, or inappropriate.
2. Specific restrictions include but are not limited to *furries, mechas, explicit adult content, underage characters, excessive muscles, gore, copied styles etc.*

3. TIMELINE AND PROCESS

1. Work completion requires a week minimum, and may take up to a month depending on each project.

2. Timeline depends on commission type, complexity, and workload.
3. Client should plan launches and streams accordingly.
4. Artist provides progress updates and seeks Client feedback voluntarily.
5. Final deliverables are provided by the Artist using email, Google Drive or similar file transfer tools, in PNG/PSD formats as applicable. Any files hosted by the Artist will be available for the Client to download for months.
6. If there are any delays and adjustments to timeline, the Artist will inform the Client.
7. Clients must first agree to delays and amendments to timeline exceeding 2 weeks through standard communication channels.

4. REVISIONS

1. One revision is allowed per item shown to the Client during the process.
2. *After line art, only minor revisions are allowed.*
3. Additional charges for excessive revisions may be required.
4. Revisions may affect progress and timeline.
5. Clients may not edit the work after final delivery unless specified in the commission information, project outlines or otherwise approved by the Artist.

5. COMMUNICATION

1. Ongoing communication and discussion will occur throughout the project, including work in progress, idea generation and collaboration, situational updates, and more.
2. Artist response time may vary, up to 3 days in order to provide better or more concrete updates.
3. The Artist and Client agree to discuss relevant matters concerning the project. Both parties have the right to decline other topics of discussion.

6. RIGHTS & USAGE

1. Artist Rights
 1. The Artist retains copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to display, advertising, printing, the Work and work in progress on websites, social media, portfolios, public broadcast channels (i.e. Twitch) and more.
 2. The Artist may use rejected work in progress and versions for other projects according to their discretion, under the condition that it does not infringe the Client's intellectual property rights and ownership of their likeness, character design, branding, identity design or any such trademarks.

2. Client Rights

1. Clients receive non-transferable usage rights to the Work for personal use. Refer to Section 6.c. for commercial rights.
2. Personal use means: display on social media accounts for promotional purposes with no direct monetization, such as profile pictures, banners, and posts; print and framing in personal spaces; display as part of designs on websites and channels, excluding use in content of these websites or channels.
3. Client must not claim Work as their own and must credit Artist using their social tag/username/link at the instance of display of the Work or permanently on their websites, social media profiles, broadcast channels and so on.

3. Commercial Rights

1. Commercial usage rights are not included unless specified in the commission type or listing on the Artist's websites or as agreed upon.
2. Commercial rights may differ for each commission type. Commercial broadcast rights means usage of Work on streams, videos, advertisements and other content, or any similar monetized instances; commercial distribution rights means selling or reselling Work to another party, as a part of any product or merchandising, or on another platform.
3. In the case of original design work for the purpose and definition of the Client's brand identity such as character design, intellectual property rights of the designs and their likeness are exclusively granted to the Client for use, production and modification purposes, commercial or personal.
4. Usage of Work for AI (artificial intelligence) tools, platforms or programs; ML (machine learning) tools, platforms or programs; AI or ML training; NFT; blockchain; or other for-profit platforms/purposes, is strictly prohibited.
5. Additional charges will be required for commercial usage if not included, 2x of the original cost.

7. PAYMENTS & FEES

1. Client must pay *in full upfront, if the commission is 100€+ value, client can pay a 50% downpayment first and 50% after the artwork is finished.*
2. Invoices, proposal or payment link will be sent to the Client when Artist wants to. Clients must not send money before these requests for payment from the Artist.
3. Invoices must be paid within 48 hours, or the project may be cancelled.
4. Prices are in EURO, and paid via PayPal only.
5. Prices may vary or change depending on complexity, requirements and/or additional requests.

6. Once Work has begun or payments have been made, the Client acknowledges Work and deliverables are digital and there are no physically shipped goods to receive.
7. Client agrees that they will not issue chargebacks and the refund policy mentioned below will be followed.

8. CANCELLATION & REFUNDS

1. If Client requests cancellation before the Artist has started to work on the commission, then, a full refund may be provided if there is more than 2 days' notice.
2. No refunds are possible after work begins unless initiated by the Artist and except for circumstances due to the Artist as detailed in 8.c. and Section 3.
3. If Artist cannot complete work or there are delays as detailed in Section 3 for unforeseen reasons, the Client may be eligible for a full refund. If work done up to this point is accepted and used by the Client, the Artist will provide a partial refund according to the amount of work complete.

9. CONFIDENTIALITY

1. The Artist and Client acknowledges that information and materials that are provided to either party (including but not limited to personal information, technical information, marketing plans, payment information, or sensitive business information) outside of the development of Work, that will not be visible to the public, shall be considered confidential information and shall not be disclosed to any other party without prior written permission from the owner of this confidential information.

10. INDEMNIFICATION

1. Client indemnifies Artist against claims, losses, damages, and expenses related to Work usage by the Client, breach by the Client of the Agreement, or third-party claims.
2. If Client's rights and the terms of this agreement are violated or the Work is not delivered as agreed, due to Artist negligence, Artist will work to remedy the situation first according to the terms aforementioned and otherwise to the satisfaction of the Client.

11. ACCEPTANCE

1. Client is 18+ and legally able to commit to an agreement or has a legal guardian to make this agreement on their behalf.

2. Agreement date is upon first inquiry/communication or first transaction. *(or by use a digital signature program for a more legally binding and enforceable agreement if the Artist does choose to)*
3. Note: Businesses, agencies, groups and other organizations should contact the Artist to discuss arrangements in more detail.