## **Terms of Service**

If you have a problem with any of these terms, they may be changed if discussed with me prior to paying for your commissioned piece.

#### 1. GENERAL TERMS

- All drawings may or will include a subtle signature that you may not remove.
- I might record the drawing process and post it on my YouTube.
- Prices are subject to change based on demand.
- I have the right to reject any order that I do not feel comfortable drawing for <u>any reason</u>.

#### 2. PAYMENT

- The currency accepted is USD and can be paid through PayPal.
- Deposit must be paid 100% upfront.
- Don't send me any payment before I have accepted your commission and <u>requested</u> you to send me the payment.

#### 3. PROCESS AND DELIVERY

 I will notify you when I have started on your commission and you, therefore, lose the rights to a refund (see section 7 further below for more info on refunds)

- While I'm working on your commission I will have reviews with you to make sure you like it!
- The amount of reviews depends on the complexity of the work.
- During the reviews, you will see work-in-progress and these images will usually include a watermark and be smaller than the finished piece.
- The time it takes to finish your commission varies, usually 1-4 days.
  This could be extended due to real-life circumstances, though it's unlikely.
- If anything comes up that will slow the progress of the initially estimated delivery time I will let you know ASAP.
- Once the piece is finished you will receive the full-resolution image.
  Note that there is no physical product.

#### 4. REVISIONS

- You get 3 rounds of changes on the commissioned piece included in the price.
- A fee will be added if you want something changed on the final drawing
  unless a misunderstanding from my side has been made.

#### 5. COPYRIGHT / USAGE POLICY

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

- Promote myself.
- Publish books with it. (Artbooks, etc.)
- Display it to my liking. (Website, social media, etc.)
- Post it.

#### 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.)
- Print the artwork and claim the character(s) as their own, but not the artwork itself.
- Use the artwork to promote themselves. You are not required to give me credit when you post it but it is very appreciated.
- Use the artwork on their YouTube channel and in monetized videos as long as the artwork itself is not the main subject for the earnings.

# The following is considered copyright infringement:

- Reproducing/using the copyrighted artwork commercially that means making money off of it in any way
- Claiming the artwork as your own
- Removing my signature from the artwork
- Altering the artwork without my consent
- Using the artwork to feed AI

I reserve the full rights to the image and it's use/distribution unless otherwise agreed upon (rights to the image for your own non-personal use may be purchased at any time).

#### 6. CUSTOMER SATISFACTION

- I will do everything I can to make my customers happy!
- 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.
- I am willing to change some of my terms for you if you ask before I start on your commission. If you, e.g., do not want me to post your art anywhere, we can discuss this.

#### 7. REFUND / CANCELLATION POLICY

- The buyer is not allowed a refund once I've started working on the commission.
- If for any reason I am unable to start your commission you will receive a full refund.
- If you cancel your order before I've started it, you can get a full refund.
- If you are getting a refund, do not request a PayPal chargeback. I will transfer the money back to you myself.
- If you request a PayPal chargeback at any point when you were not allowed to ask for a refund 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.

If the buyer breaks any of the points stated above they will lose all the beforementioned rights to the artwork commissioned by me, Miranda Harris (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 for your commissioned piece.

### What do you get?

- Drafts/mockups. You must decide which one I should continue with (depending on the complexity of the commission there might be fewer or more drafts)
- Sketch and/or final sketches that you must accept before I continue the work
- Insight and involvement in color plan (depending on the complexity of the commissioned piece)

• Full-r PNG	esolution file o	f the final dra	awing. Final	file formats	are usually