

Terms of Service Agreement

This agreement is between me, the Artist, and you, the Client, for work services performed on a project known as the Work.

Content

I, the Artist, have the right to refuse projects and requests according to my discernment and capabilities. Some content that I will not be comfortable with representing include:

- NSFW
- Gore or excessively violent
- Copying other's styles

I, the Artist, warrant that the Work will be my original work performed to the best of my ability.

Timeline & Process

The completion of the Work requires 1 week at minimum, and may typically average 1 week to 1 month, depending on commission type, complexity, and workload of commissions. Deadlines and timelines will be adhered to in good faith but may not be possible sometimes. Note that each project may vary. Please talk to me ahead of time if you have some sort of deadline.

There may be 2 major revisions after the base art for each item shown during the process, not including mistakes made by the Artist. Revision after Lineart is complete can only be minor. Please provide accurate and detailed references when commissioning. I will actively reach out for feedback.

An additional charge may be required for further revisions that may impact the progress and timeline of the project.

Delivery of finished Work will be through Google Drive.

Communication

Communication will take place throughout the entire project timeline with updates and bouncing ideas. I will typically ask for feedback when I have something to show. I will let you know if anything is causing delays or priority shifts in the project.

I will use Twitter DMs (or email upon request) to facilitate communications. I will typically respond quickly but may also take up to 24 hours, which is usually in order to provide a better, more concrete, update.

Clients agree to provide all required art, references, information, and assets before Work starts and during the process, or it can affect the timeline.

Rights, Usage & Credits

I retain original copyright and ownership of the Work, which includes but may not be limited to redistributing, reproducing, advertising, and displaying the Work on my websites, social media, and portfolios according to my discretion.

The process will likely be posted i.e. on Twitter and/or streamed on Twitch unless Clients request otherwise before the project begins.

Clients are granted **exclusive** rights for the personal use of the Work produced as agreed upon, which must not be transferred to any other parties. Personal use includes: (ex: Social media profile pictures, signatures, layouts, themes, wallpapers, personal website display, social media posts, physical prints, and products) that is not for sale or distribution to any other party.

Clients are granted ownership over character designs if commissioned.

Clients may not at any time modify, edit, or change the Work without permission from the Artist.

Unless specified in the commission information or otherwise discussed and agreed upon, commercial licenses and reselling rights are not included. Commercial licenses require additional charges on a case-by-case basis or as listed in the commission information. Commercial means usage on streams, broadcast content, or any monetized work (i.e. including but not exclusive to: merchandise, monetized videos, music releases); and reselling rights means selling the Work to another party or another platform.

Any Work done or made available to the Client must not be used for NFT or any blockchain purposes.

Clients may not claim Work as their own or anyone else's and therefore must credit me as the Artist using my social tag/username/link.

Payments, Cancellation, Refunds

Before starting the project, the Client provides a 50% downpayment with the remaining 50% due once the base art is approved to move on to the next step. Please do not send full payment before you approve the base art.

When invoice or payment link is received, the Client agrees to pay within 48 hours unless circumstances are communicated otherwise in advance, or the project/waitlist position may be cancelled by the Artist.

Once Work begins, refunds are not possible unless initiated by the Artist.

If for any unforeseen reason I cannot complete the Work or the Work is significantly delayed by 2 months past the deadline. I will take initiative to inform you and provide a full refund.

Prices are in CAD and paid via Ko-fi or PayPal. Prices may change depending on the complexity of the commission.

By engaging on any project, once Work has started, or transactions have been made through Ko-fi or Paypal or any payment service provider, the Client acknowledges the product and deliverables are DIGITAL and there is no physically shipped good to receive. Chargebacks are not permitted and the refund policy as mentioned before will be followed.

Business Clients

For businesses, agencies, organizations, management, and groups, please contact me via email at jynxhesper@gmail.com to arrange in more detail.

Agreement

I reserve the right to refuse to accept projects if it does not fit with my studio.

By commissioning, you confirm you are at least 18 and above or have a legal parent/guardian to agree to all of the terms of service as listed above.

The date for this agreement is upon the first inquiry/communication for the commission or upon the first transaction made.