### **COMMISSION TERMS & CONDITIONS**

Below are the terms of service for commissions with **namio** ("The artist"):

- 1. Any commissioned artworks are intended for personal use only.
- 1.1. Public display of artwork for widely-distributed personal projects is allowed with proper credits.
  - 1.1.1. Rights for artwork for commercial usage are negotiable.
- 1.1.2. Usage of artwork, be it commercial or otherwise, in any blockchain technology such as, including but not limited to minting an NFT is strictly prohibited.
- 1.1.3. Usage of artwork, be it commercial or otherwise, for AI training databases is **strictly prohibited**.
- 1.2. The artist retains all rights to the artwork, which includes but is not limited to: promotional usage, personal usage, and usage in public space.
  - 1.2.1. The artist will not use the artwork for any commercial purposes.
- 2. The artist reserves the right to decline offers according to the outlined conditions during the opening of commissions.

# 3. Work in Progress & Edits

- 3.1. The artist will send at least one (1) work in progress (WIP) during the process: the "composition sketch", in which stage the client has full permission to give input and feedback.
  - 3.1.1. The artist will draw up to three (3) composition adjustments.
- 3.2. For bigger artworks, the artist will send WIP periodically, up to as infrequently as once every two (2) weeks.
  - 3.3. The client may request WIPs to be sent.
  - 3.4. The client may not request major changes after the finalization of the first WIP.
- 3.5. The client has one (1) minor edit opportunity after the completion of the artwork, to be requested within two (2) weeks of the artist sending the completed artwork.

### 4. Payment

- 4.1. Payment will be done through PayPal, in USD only.
- 4.2. The artist will send the client an invoice.
- 4.2.1. In cases where the commissioned artwork costs **less than 50 USD**, or otherwise specified, invoice will be sent prior to the starting of the artwork.
- 4.2.2. For watercolor and fountain pen ink artworks, the artist will **send a partial payment invoice upon the completion of the "lineart"**, where a 50% payment of the commission is required before the artist proceeds with the painting.
- 4.2.3. For fundraising or charity-purposes commissions, the artist will send the invoice upfront.

#### 5. **Refunds**

- 5.1. In events where the artist cancels the commission, at any point during the process, full refund will be given.
- 5.2. Should the client cancel the commission prior to the finalization of the "composition sketch", the client will receive full refund.
- 5.3. In cases where the client cancels after the finalization of the "lineart", but before the completion of artwork, the client will receive partial refund.
  - 5.4. If the client cancels after the artwork is completed, the client will receive no refund.
- 5.4.1. The artist will offer minor adjustments for the completed artwork to compensate, one (1) time only.
  - 6. Inquiries may be sent to bamioayam@gmail.com
- 7. Should any changes be made to the terms of service during a commission process, the term of service applied during the agreement between artist and client will remain applicable until the completion of the artwork.

# **SUMMARIZED VERSION**

- 1. Client can use artwork for personal, non-commercial public uses
- 2. Artist retains rights to use artwork for personal and portfolio usage

- 3. Up to 3 early stage edits; 1 post-final (but not finalized) edit
- 4. Client will be invoiced; larger artworks may result in half payment midway through and the other half upon completion. This will be decided by the artist and communicated to the client.
- 5. Full refund if the artist cancels the commission. Full refund if the client cancels the commission early; partial if cancelled during the process; no refund if the art is near or already completed.