



Kvxart Live2D Rigging - TOS Sample Contract

#L2D_

Thank you for reading !

Kvxart Studios Inc. (also known as "**Kvxart**" "**Contractor**") will provide **The client.**(also known as "**Clients**" "**You**") with "Live2D Vtuber Model rigging" service as per the specifications detailed in the Terms and Conditions below.

----- Service Details-----

Vtuber Name :

Client: @twitter

- **Full body Rigging**
Expressions included: ()

Additional Features:

- Additional expressions (Star eye,heart eye)
- Animated Tears
- Tongue out
- Insect wings
- Leg wide stance
- Animal Ears
- Walking Animation
- Instant Chibi
- Lean

Total : \$ - - - -

Starting date: Jan 2024

Delivery date: Feb 2024

Debut date: March 2024



----- **Terms of Agreement** -----

Disclosure, Usage of Rigging Template

Kvxart fully disclose the use of Rigging Template to accelerate production process

Privacy, Confidentiality

Kvxart ensures any information, including identity details, contact information, private messages, data, work-in-progress imagery, files and all deliverables remain confidential and are exclusive to the client unless authorized by the client or required by law.

During the service, Kvxart will not live-stream or post/showcase on any public internet platforms and will remain anonymous, unless otherwise specified with the client's authorization.

Consent

The client must be the copyright owner or an eligible copyright license user of the source artwork(.PSD) provided by the client or by the original artist(s) ., Rigging is considered a derivative of the source art file, In most cases, Kvxart will edit, re-paint, and further layer the source art work to be made applicable to rigging standard, this may create minor visual differences compared to the original art due to rigging technical limitations, Kvxart will consult with the artists on necessary feedback at each stage. By signing this contract, the client on behalf of themselves and the artist(s), gives consent to Kvxart to the modification of the source artwork(.PSD).

The client is advised to have the art file(.PSD) finalized and have all deliverable items listed above agreed upon before signing.

*(.PSD) is a digital art format, transmitted digitally only and does not have a physical presence.

Copyrights & Ownership

Kvxart agrees that the services to be performed pursuant to this Agreement, including all tasks and deliverables developed pursuant to this Agreement, are considered "work made for hire" , and that any such work is by virtue of this Agreement assigned to the Client and shall be the sole property of Client for all purposes, including, but not limited to, copyright ownership, commercial usage, trademark, merchandising, redistributions, and modifications. Crediting is not enforced.

Kvxart will not share or create any content with the client's models, except posting live2d technical demonstration videos and images and promotional showcase videos after the debut date.

Kvxart will keep a copy of the client's file on the internal server and cloud drive, unless otherwise instructed. In case of clients losing the files, a replacement will be sent to you.

Capacity/ Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Kvxart is acting as an independent contractor and not as an employee. Kvxart and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Kvxart is not responsible for the promotion of the client's debut stream, videos and posts, streaming schedule, social platforms and channels, merchandise, and other promotional links.

Autonomy

Kvxart will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Kvxart will be responsive to the reasonable needs and concerns of the Client and deliver the service within the delivery date.

Equipments

Kvxart will use computer equipment, office space, utility, maintenance, and software which are necessary to deliver the service at its own expense in accordance with the agreement.

Revisions

Kvxart will provide the client with progress in video or image format periodically, or upon request, and respond to the client's inquiry and request in a timely and professional manner.

The scope of this contract includes unlimited revisions for 90 days starting on the date of delivery. Kvxart is willing to be flexible and adjust the final product to your satisfaction. However, changing or adding art assets, adding/ changing features, excessive or unreasonable requests, and additional revisions beyond 90 days, will be charged a fee depending on the details of the requests.

Legal

Kvxart can not guarantee that the delivered work will be completely error-free and can not be liable to any third party for damages while the product is being used for performance, including censorship, lost profits, loss of savings, suspension, and ban from any streaming/video/social media platforms, or other incidental, consequential or special damages.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Termination & Refund Policy

The client may terminate this agreement schedule by giving immediate notice to Kvxart. In the event of a cancellation initiated by the Client, the upfront payment is non refundable if rigging has begun, and the clients are not subjected to pay the remaining invoice.

Delay or failure to complete the final payment is considered breach of contract by the client, may result in suspension of usage and ownership of all delivered files until the invoice is paid or an additional agreement is made.

In the case of delayed delivery, dissatisfaction, breach of contract, or termination initiated by the Kvxart due to uncontrollable forces, inaccessibility of equipment, illness, emergencies, refusal or unable to perform due to special circumstances, the client may choose to extend the delivery date and continue with the service, or terminate immediately and Kvxart will return the Client any amount paid within 5 days.

Payments & Terms

Invoice Number: #L2D_INVOICE (Net 45)

***The client is based in the (Country)**

Bill to The client

Upfront payment 50%= \$- - - USD (Starting date)

Final Payment 50% = \$- - - \$ USD (Net 45)

Total: \$ USD

Payment method: A Invoice will be sent to the client through PayPal after this document is signed by both parties, The payment currency in US Dollars (USD), or Canadian Dollars (CAD)
The Client will not provide any equipment or reimburse any expenses incurred to fulfill the service.

No booking Fees or Early payments required, Please do not pay me early before you are accepted.
Contract will be created and an invoice will be sent to your PayPal address before the starting date.

Upfront payment is 50% due on the rigging starting date.

You can pay the final payment (50%) after the model is delivered and tested. (Net 45) 1 and half month after the rigging starting date.

USD\$ accepted if you are in USA , GST/VAT Exempt

USD\$ or CAD\$ accepted if you are Worldwide. GST/VAT Exempt ,conversion fee by paypal is not included.

CAD\$ accepted if you are in Canada, GST/HST tax may apply and may be compensated with discounts.

payment plan currently not available.

The Client will pay Kvxart and Upfront payment upon commencement and acceptance by Kvxart on or prior to the starting date , and complete the final payment on the due date printed on the invoice. The deliverable files will be delivered to the client for testing before the final payment. The client may test the files in local, private/non-commercial settings and may request revisions before and after the final payment.

Kvxart is a Canadian Company ,Based in British Columbia.

GST/HST applies if the client is located within Canada, and the client is obligated to disclose the country of operation or residence for tax purposes, required by Law.

This is a sample for reference of Kvxart's TOS only,

Thank you for reading !

Updated July 2024



Peizhe Xu (Kevin Xu)

Digital Artist, Founder of Kvxart Studios Inc.



Kvxart Studios Inc. 2022

www.kvxart.com

Email: kvxartstudios@gmail.com

Business Address: #250 - 997 Seymour St, Vancouver, BC V6B 3M1 , CANADA

Business Hours: Monday to Sunday 12pm - 3am PST

www.kvxart.com