

Terms of Service

CONDENSED TOS

NOTICE: This is the CONDENSED version of the TOS.

Detailed info may be missing. The sole purpose of this condensed version is for the Customer to have an easy overview of the main points. Please refer to the full TOS below for more detailed terms, which WILL apply to your orders.

- Pay up front for orders below US\$75.
- The Piece will be delivered digitally.
- The Artist will not be responsible for loss of the Piece once it has been delivered.
- The Customer has the right to 3 complete revisions in the sketching phase.
- The Customer has right to reasonable amounts of minor edits after completion (I.E eye colour change)
- Must be paid in USD
- The Customer can ask for a refund on orders with no progress for 1 month, or when work has not been completed within 3 months
- The Customer is required to contact the Artist in a fast and responsive manner.
- The Artist is required to provide frequent updates.
- Pieces cannot be used for commercial use without additional fees.
- The Artist can cancel and refund any order at any time.
- The Customer does not hold the right to use the Piece in any blockchain-related technology, including NFTs, cryptocurrency, or future inventions in the space.
- The Customer does not hold the right to use the Piece in any AI-related technology, including submitting for datasets, and any future inventions in the space.

TERMS OF SERVICE

LAST UPDATE: 22 November 2024

This contract applies to the artist further called **Artist** and person or institution further called **Customer** purchasing from Artist a work of art further called **Piece**. By ordering a Piece from the Artist, the Customer agrees to the following terms and conditions:

PAYMENTS

1. The Customer agrees to pay the due amount upfront for any orders of value lower or equal to US\$75.

2. On orders above US\$75, the Customer agrees to pay half the invoice total upfront as a deposit. The other half has to be paid on delivery of the final piece.
3. Any other payment schedule has to be mutually agreed before work on the Piece commences.
4. The Customer accepts that work on the Piece will not commence until payment has been received by the Artist according to the above schedule.
5. Certain types of work do not allow for a split payment. In such cases, the Customer will be informed about this and will be asked to agree on a different payment schedule, before any work can commence.

PIECE DELIVERY

6. The Customer agrees that the Piece will be delivered digitally through DM, Discord or email address provided by the Customer.
7. Any other method of delivery, either digital or physical, has to be mutually agreed before the work commences. The Customer is obliged to bear any costs incurred by any alternative delivery method, such as postal costs, material costs, digital service subscription fees etc.
8. It is the sole responsibility of the Customer to propose a delivery method which works for both parties. The Artist cannot be held accountable for Customer's loss of access to the delivery method, loss of delivered files, impediments such as spam filters or any other technical obstacles outside responsibility of the Artist.
 - a. Upon delivery of the Piece, it is the Customer's responsibility to store it properly. Loss of Piece due to negligence will not be reimbursed by the Artist. The Artist can not guarantee that the original copy of the Piece will be available in the case that the Customer lost their files.

REVISIONS

9. The Customer has the right to 3 complete revisions in the sketching phase.
10. The Customer has the right to a reasonable amount of minor edits after completion, such as changing an eye colour or fixing a small detail, up to an additional 10% of the total time spent on creating the originally delivered Piece. Any requests above that, however minor, will require a prior mutual agreement and will result in a proportional increase of order value. Any such increase will be invoiced separately. Work on any such excessive requests will not commence until the payment for the additional invoice(s) has been received.

CURRENCY CONVERSIONS

11. The Customer agrees to pay the total amount specified in USD
12. Payment is considered as received and completed only when total amount received on Artist's account is equal to the invoice amount

REFUND POLICY

13. The Customer has the right to request a full refund if there's been no progress for 1 consecutive month, or when Piece has not been completed within 3 months. Refund conditions for commissions which require more work must be agreed separately, before the work commences. These provisions exclude work interruptions caused by unforeseen circumstances such as illness, accident or any other credibly documented reason for interruption of work.
14. The Customer obliges to contact the Artist in a fast and responsive manner, responding swiftly to any requests for comments, clarifications, opinions, validation of progress etc. Lack of timely communication on behalf of the Customer will be recognized as implicit approval of all work progress and current state of the Piece.
 - a. Upon receipt of initial payment, the Artist is obligated to provide updates to the Customer throughout the process of the Piece (eg. Sketch stage, Base stage, Background stage, Rendering stage, etc.)

PERSONAL AND COMMERCIAL USE

15. The Piece received by the Customer is for personal use. Any use of the Piece for commercial purposes, reselling it, reproduction or publishing for reasons other than personal purposes has to be approved beforehand by the Artist. This will require a separate agreement between the Customer and the Artist defining exact conditions and financial implications of such use of the Piece.

*The Customer does **not** hold the right to use the Piece in any blockchain-related technology, including NFTs, cryptocurrency, or future inventions in the space.*

*In addition, the Customer does **not** hold the right to use the Piece for AI datasets or for AI tools and any present or future inventions in the space.*

CANCELLATIONS

16. The Artist reserves every right to refuse or cancel any order, under condition of full refund, with appropriate reasons provided to the Customer.
17. Any disrespectful behaviour will not be tolerated and may result in a cancellation of the order. The Customer will receive full or partial refund depending on the amount of work completed. The Artist will have full right to refuse any service to the Customer in the future.