

Terms Of Service Agreement

Before starting a project, we need to make sure we are on the same page so there aren't misunderstandings and to protect against fraud, so please take some time to read through these terms! Thank you.

Terms of Service Agreement

This agreement is between I, 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:

(ex:

- Fully mech/robotic
- Explicit Pornographic NSFW
- Loli
- Underage
- Excessively muscular form
- Gore or excessively violent
- Copying others styles

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

Artistic style is subject to minor changes as I improve and develop as an artist.

I warrant that the Work is 100% original according to my best knowledge. I warrant I do not copy or heavily reference any materials or art I do not own (excepting for existing character design accuracy) while producing the Work. I have the right to use existing commercial licensed or commercial free construction assets such as brushes, vectors, symbols, patterns, templates, and more, and educational material such as anatomy, pose reference, tutorials and so on. Material and design direction such as mood boards and examples are referred to as inspiration, not reference, and will not be closely observed

Timeline & Process

The completion of the Work requires 2 Weeks at minimum, and may typically average 6 weeks to 3 months, 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 plan your launches and streams accordingly.

There may be 2 major revision(s) for each item shown during the process, not including mistakes made by the Artist. Revision later in the process such as after line art can only be minor. I will actively reach out for feedback.

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 and or GMail

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, Discord DMs, and/or invite Clients to My Discord Server to facilitate communications. I will typically respond quickly but may also take up to one week. 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.

(Optional additions: Clients agree to remain respectful and agree that communication channels I provide are for business and professional use only. Client and Artist will not for any reason digress from business discussion for the majority/duration of the project.)

Rights, Usage & Credits

Artist Rights

I retain original copyright and ownership of the Work, which includes but may not be limited to redistributing, reproducing, advertising, displaying the Work in my websites, social media and portfolios according to my discretion. I have rights to repurpose unused process work for future projects, personal or otherwise.

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

Client Rights

Clients are granted **exclusive** rights for 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.

(Consider adding rights assignment to the contract or to specific commission listings if say you do character design, this might mean they need to own the character design itself in order to reproduce, modify, proceed with their future projects using this design as their brand)

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

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 (Mara Arcanum).

Commercial Rights

Unless specified in the commission information or otherwise discussed and agreed upon, commercial licenses and reselling rights are not included. 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 or on any platform.

Any Work done or made available to the client must not be used for AI (Artificial Intelligence, Machine Learning, AI/ML Training, NFT, blockchain or any for profit platforms or purposes.) Such usage is completely prohibited and may result in legal action taken.

Commercial licenses require additional charges of a case-by-case basis

Payments, Cancellation, Refunds

Payment

There are two types of Payment Plans:

1. Before starting the project, the Client pays 50% downpayment before the Lineart phase with the remaining 50% due at first complete watermarked preview before final revisions or delivery.
2. Client pays full amount at the start of the Lineart phase

Invoices will be sent when Work is ready to begin at least within a reasonable amount of time (Ex. When the Artist is done during the Sketching Phase). Do not send a payment without my request.

When invoice or payment link is received, the Client agrees to pay within 72 hours unless circumstances are communicated otherwise in advance, or the project/waitlist position may be canceled by the Artist.

Prices are in USD. and paid via PayPal invoice or other methods as provided by the Artist. 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 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 will follow.

Cancellation & Refund

If Client requests cancellation, be partially to fully refunded if there is more than 2 days notice before Work starts. 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 4 months past the deadline, I will take initiative to inform you and provide a partial refund if Work done up to this point is accepted or full refund.

Business Clients

For businesses, agencies, organizations, management and groups, please contact me to arrange in more detail.

Agreement

I reserve the right to refuse projects that do 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.