

# **Commissions Terms of Service**

Revision 7 14/02/2022

© Phlixfer 2022 Page 1

## Index

- 1. Introduction
- 2. Terms
- 3. Payment/Pricing
- 4. Licensing
- 5. Privacy
- 6. Attributions

## Introduction

By placing a commission for any product, you automatically agree to the terms and conditions below. Failure to comply with the terms defined below will either result in cancellation of the commission and/or forfeiting of all rights to the work.

### **Terms**

- I. General Rules
  - I reserve the right to reject any commission request for any reason. Inclusion of copyrighted material, sexually explicit works, involving of NFTs/Crypto projects, controversial topics and/or hateful intent are all valid reasons to reject a commission.
  - 2. I reserve the right to cancel any work-in-progress commission in case of emergency and/or inability to continue working.
  - 3. You may request previews of the commission at any time, though modification requests beyond the original scope of the commission request may be rejected (unless paid for).
  - 4. Reproduction and/or editing of my work without consent is prohibited. If the commissioned work is to be used for anything other than personal reasons, please purchase a commercial license.
  - Time-sensitive commissions may have a "Crunch" fee of 60€ applied.
  - 6. Unsolicited revision requests post-payment are discouraged. They are accepted, though, with a fee of 10% of the item to be revised.
  - 7. Credit must be provided when presenting artwork publicly.
  - 8. Commissions without a set deadline automatically get set one of 2 weeks.
  - 9. Commercial use is prohibited without a commercial license. More details in <u>Licensing</u>.

© Phlixfer 2022 Page 2

10. Placing requests outside of opening times is discouraged. If it is urgent, you still can place your commission, but there will be a 50% upcharge. E.g. A total bill that was 230€ would be 345€.

#### II. Commercial Use

- 1. If a commission is to be used commercially, an additional commercial license fee shall be added to the bill. This fee shall recur based on the rate defined by pricing.
- Subscription to a commercial license for an artwork outside of a commission
- 3. Individual commercial licenses are valid for *one piece only*. Please purchase licenses for each work you would like to use
- 4. Commercial artwork may be used and presented in any way that doesn't interfere with rules above.

# Payment/Pricing

Accepted payment methods include PayPal and Xoom. Listed prices are in Euro. Prices are subject to change at any time, without notice. Ongoing jobs will not be affected by price changes. I will deliver the final products upon receiving payment.

# Licensing

I shall retain copyright on all artwork(s), unless stated before working that the commissioned piece is to be used commercially (defined as: the work will be used to generate profits). If the work is to be used commercially, please read the <u>additional comments for commercial uses above</u>. Commercial artwork(s) will have their distribution limitations waived upon subscription to a license.

# **Privacy**

Due to the nature of commissioning, some information may be required. These include contact information, brand assets (logos, themes, or design assets), etc. I will not distribute any confidential/copyrighted info without consent, period. However, I place an exception on names/contact info in the name of security and safety.

## **Attributions**

This document uses the Inter typeface, which is licensed under the SIL Open Font License. Find out more here: https://rsms.me/inter/

© Phlixfer 2022 Page 3