

Terms and Conditions

The following document details the Terms and Conditions to commission artistic digital works from Pía Osses (henceforth referred as “the artist”). Within this document it is understood that a “commission” is the act of requesting an artistic piece (henceforth referred as “the piece”) in exchange for direct monetary compensation. “The client” is understood as the person who has done such commission and is responsible for its payment.

The artist reserves the right to modify this document whenever she deems necessary and without previous notice.

I. Commission process

To request a commission, the artist must be directly contacted via private message (Tumblr, Discord) or email (piaosses17@gmail.com) to request a timeslot. At the moment of commissioning, the client must deliver **at least** a written description of the character and/or scene, or a reference image.

During the process, the artist will communicate with the client for revisions a maximum of **three (3)** times, to continue working afterwards. If the client fails to reply within a maximum term of **one (1) week**, they will **NOT** have the right to further revise the piece afterwards. The revision process is detailed in [section IV](#).

II. Payment

Payment for the piece must be done via PayPal, or, in the case for clients in Chile, via MACH or Wire Transfer. This payment can be carried out after the commission is requested, and even after the revisions, however; the piece will not be delivered until the full payment for it has been fulfilled and confirmed by the artist.

a. Pricing

The price list is available at <https://piamapache.github.io>. The rates detailed in the price list have been calculated based on the average amount of worked man hours for each kind of piece, as well as the value for the artist’s own work. The final price for a piece will be agreed upon by both the client and the artist at the moment of commissioning, and it can vary with respect to the rates displayed in the price list, depending on the complexity of the commissioned work.

III. Orders

a. Delivery format

The piece will be delivered once finished in digital format in PNG format with a minimum size of 1280x1920 pixels. Aside from the piece itself, a WeTransfer link will be provided, which will have a lifespan of one week.

Additionally, the client can request the artist to deliver the piece in a specific format. Some examples include Facebook cover photos, profile pictures, or banners; this comes at no additional cost.

b. Delivery

The delivery will be carried out in a term of one week to one month (thirty days) at most counting from the day when the commission was requested, and only given that the client has carried out the full payment of said piece, as stipulated in [section II](#).

IV. Client attributions

While the artist is working on the commission, the client can request a revision of the piece, following the details stipulated in [section I](#).

For each revision, the client may suggest the following changes:

- In the **first revision** a sketch of the piece is presented. In this stage the client may suggest corrections regarding pose, framing and size of the piece.
- In the **second revision** the client is presented with a piece the artist considers halfway done. In this stage the client may suggest corrections regarding framing, palette and lighting.
- In the **third and final revision**, the client is presented with a nearly finished piece. In this stage, the client may suggest any details and corrections that **do not** alter the pose, framing, palette or lighting of the piece.

V. Usage of the piece

a. By the client

The client may:

- Use the piece for any personal end, including printing the piece, or uploading it on social media, explicitly crediting the author and not modifying the piece.
- Modify the work **only** after the artist has explicitly authorized it, and in no case should the signature be removed.
- Request to remain anonymous to the artist, and thus not get mentioned if and when the artist decides to exhibit the piece.
- In case of an NSFW piece, the client may request the artist not to exhibit the piece, finished or not, but the request must be done explicitly at the moment of commissioning.

The client may **NOT**:

- In any way use or exhibit any of the pieces shown during the revision process, in any of its stages.
- Use the piece for commercial purposes. In this case, a separate agreement must be made with the artist.
- Commission another person to make graphics (banners, icons, avatars, covers, etc) with the work commissioned by the artist **unless** there's permission given.

b. By the artist

The artist may:

- Exhibit the commissioned piece in any stage before finished.
- Use the piece for promotional ends.
- Use the piece for her portfolio for professional ends.
- Modify the piece once delivered, for any ends she deems convenient. The client can request the artist to deliver this new modified piece, with no additional cost.

VI. Agreement of the Terms and Conditions

At the moment of requesting a commission, it is understood that the client has read, understood and accepted all the terms and conditions described in this document.