

# Terms of Service

## **BEFORE READING:**

**You must be at least 18 years old to purchase commissions/services.** If you are found to be below 18 years of age, you will be permanently blacklisted and blocked from purchasing anything from me.

## **READ THE FOLLOWING TERMS CAREFULLY.**

By purchasing a commission (referred to as service/commission interchangeably throughout this document), you agree that you have read and understood and, as a condition to your use of the service, you agree to be bound by the following terms and conditions.

Your use of the service, and my provision of the service to you, constitutes an agreement by me and by you to be bound by these terms.

### **1. Eligibility**

You must be at least 18 years old to use this service. By agreeing to these terms, you agree and warrant to me that you are at least 18 years old, and your use of the service is in compliance with any and all applicable laws and regulations.

If you are an entity, organization, or creator, the individual accepting these terms on your behalf represents and warrants that they have authority to bind you to these terms and you agree to be bound by these terms.

### **2. Payment**

Payment will be made via PayPal invoice or through a custom commission on my Ko-Fi page. If you wish to make payment through Ko-Fi, a direct link will be sent for you to make payment from.

Failure to make payment within one week of invoice or Ko-Fi link being sent will result in your service request to be cancelled. I reserve the right to refuse further service requests should you fail to make payment(s) in a timely manner.

If any other form of payment is made to me, it will be refunded and you agree to any fees that may occur.

I do not offer partial payments for services. Work will only be started once full payment has been received. If you are purchasing a recurring service, a payment date will be agreed upon between myself and you.

Should you wish to cancel a recurring service, no refunds will be issued for the current calendar month. You agree to cover any fees from the remaining amount refunded.

### **3. Project Costs**

You agree to pay additional project costs such as images, content writing, website hosting, domain name fees, and any other product, materials or services that are not being provided by me.

### **4. Late Payments**

If you purchase a monthly service, failure to make payment on time will result in all services being discontinued until payment has been received. I may also decide cancel any further services permanently at any point should you fail to make payment on time.

### **5. Refunds**

You acknowledge that refund requests are not guaranteed to be accepted once payment has been received. Any request for a refund will be handled on a case-by-case basis. Refunds will only be issued for work that has not yet been completed. If the commission is in progress, I reserve the right to retain the payment for the completed work.

If I cannot complete the commission/service for any reason, a full refund will be issued.

### **6. Cancellations**

You may cancel your commission/service at any time before the work is started. Once work has begun, no refund will be issued. If you cancel after it has been completed or the final stage(s) have been reached, no refund will be provided.

## **7. Revisions**

You are entitled to 2 revisions during the sketch phase (for art related commissions), and 3 revisions during drafting phase (for website commissions). Revisions are major changes made to a service. I reserve the right to define the amount of work that goes into revisions and what constitutes a major revision. Once the commission moves beyond the sketch/drafting phase, I reserve the right to decline any further requests for revisions.

Revision requests beyond the sketching/drafting phase are limited and not guaranteed. I reserve the right to accept or refuse any revisions beyond that point, and you acknowledge that additional fees may be charged depending on the additional workload. This will be treated on a case-by-case basis.

## **8. Timeframe**

The estimated time to complete your commission is up to 2 months from the time the commission is accepted and payment is received. This may vary based on my current workload and the complexity of the commission. I will communicate regularly with you on progress and updates throughout the process.

## **9. Communication & Updates**

I will provide regular updates on the progress of your commission, including sketches, design drafts, website drafts, etc.; You are encouraged to provide feedback throughout the process both for revisions and ensuring that you get exactly what you are commissioning for.

If you are not responsive to updates or requests for feedback, I reserve the right to pause or cancel commissions/services.

## **10. Rights and property**

I have the right to publish any purchased service or commission on my social media, as well as my personal portfolio. If you wish for your purchase to remain private, you must advise me **before** payment is received.

Any service purchased will be for personal use only (social media, personal website, etc.) and not used in a commercial capacity.

## **11. Prohibited Uses**

No AI Training or AI used is allowed in any capacity. Anything created by me may not be used in any form for training artificial intelligence models, including but not limited to machine learning algorithms, neural networks, or any automated system designed to generate, mimic, or produce content, code or software.

This includes, but is not limited to, using the commission/service in datasets for AI-driven generators or similar applications. Any violation of this term will result in immediate termination of the license for use, and the right to the commission will be revoked.

## **12. Relationship of Parties**

Nothing in this agreement is to be construed to create a partnership, joint or co-venture, agency, or employment relationship between me and you. Both you and I agree that I am, and will always remain an independent contractor during this agreement.

## **13. Right to Refuse**

I may refuse any additional services requested beyond the original scope of the project. Additionally, I will refuse any requested services that are illicit or meant to cause harm in any way, or to anyone.

## **14. Governing Law and Dispute Resolution**

This agreement and any potential dispute arising will be governed by the laws of the jurisdiction of my primary business location without regard to the conflicts of law provisions thereof. For all purposes of this agreement, you and I consent to exclusive jurisdiction and venue in the courts located in my jurisdiction.

The failure of either party to enforce their rights under this agreement at any time for any period shall not be interpreted as a waiver of such rights.