

# TERMS AND CONDITIONS

By making any purchase (including, but not limited to Commissions and Shop Purchases) from Prokop's Art ("I", "me", "my"), the Customer ("you", "your"), agrees to the following terms, as adopted on May 4, 2022 and amended on June 10, 2024:

## 1. General Remarks

Prokop's Art does not endorse any of the products, people or objects depicted in any commissions. Furthermore, I reserve the right to decline any commission for any reason ("refusal of service"), provided a refund will be issued and you will be informed by e-mail.

Prokop's Art collects and processes certain personal data about the Customer, including name, e-mail and payment information in order to provide service and for other purposes such as billing or internal statistics. No data is shared with or sold to third parties. If you do not wish for your personal data to be kept, contact me by e-mail at [info@prokops.art](mailto:info@prokops.art).

These terms are subject to change.

## 2. Commissions

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### i. Delivery time

Most orders will be dispatched within 14 calendar days ("standard delivery time"). However, I reserve the right to deliver it up to 21 calendar days after the standard delivery time, for a total of 35 calendar days after the initial placement of your order ("acceptable delivery time"). Any commissions not delivered before the end of this period are considered late deliveries. If you wish for a faster delivery time, you can opt for the Priority add-on during checkout. For orders with this add-on, the standard delivery time is 7 calendar days and the acceptable delivery time is 21 calendar days.

### ii. Delivery format

All commissions will be delivered in PNG, 2048 by 2048 pixels in two versions: one on a transparent background with no borders or branding, and one with the standard Prokop's Art border and watermark. They will be delivered to the e-mail address you provide when placing your order, unless both parties agree otherwise. You are entitled to one minor revision in case you are unsatisfied with the first version of your commission. It is up to my discretion to determine whether your requested revision is minor (and therefore acceptable) or not. If you wish for a revision, reply to the e-mail in which you received your commission.

### iii. Refunds and late deliveries

The right to request a refund does not arise under any circumstances to the extent permitted by law, with the exceptions of:

- a. refusal of service (as described in Paragraph 1), and
- b. late deliveries (as described in Paragraph 2.i.).

For a., no action is necessary and the refund will be issued automatically.

To request a refund for b., contact me by e-mail with your order details if your commission hasn't been delivered in the acceptable delivery time. A refund can only be requested before the commission is delivered, even if it is delivered late. If no refund request is issued, it is understood that you do not wish for one and your commission will be delivered as usual.

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#### **iv. Posting your commission**

I reserve the right to use your commission in one or more of my future posts on Instagram or elsewhere, and it is up to my discretion if I do so. If you do not wish for your commission to be used in any of my future work, you can opt out by explicitly stating so in your commission description or by e-mail within 24 hours of placing your order.

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#### **v. Licensing**

All my commissions are licensed under the Attribution-NonCommercial-ShareAlike 4.0 International Creative Commons license unless stated otherwise. As such, the base option is for personal use only. If you purchase the *Commercial Use* add-on with your commission, the license remains the same; however, you and you only have the right to use it commercially.

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### **3. Orders of physical items**

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#### **i. Delivery time**

Most orders will be dispatched within 14 calendar days ("standard dispatch time"). However, I reserve the right to dispatch an order up to 21 calendar days after the standard delivery time, for a total of 35 calendar days after the initial placement of your order ("acceptable dispatch time"), unless specified otherwise in the product description. Any orders not dispatched before this time are considered late dispatchments. You will be notified by email within 24 hours of the order being dispatched ("notification of dispatchment").

Unless otherwise specified, deliveries are sent without tracking.

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#### **ii. Refunds and late dispatchments**

The right to request a refund does not arise under any circumstances to the extent permitted by law, with the exceptions of:

- a. refusal of service (as described in Paragraph 1), and
- b. late dispatchments (as described in Paragraph 2.i.).

For a., no action is necessary and the refund will be issued automatically.

To request a refund for b., contact me by e-mail with your order details if you haven't received a notification of dispatchment before the end of the acceptable dispatch time. A refund can only be requested before the order is dispatched, even if it is dispatched late. If no refund request is issued, it is understood that you do not wish for one and your order will be dispatched as usual.

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