

TERMS AND CONDITIONS

The Client must read and understand these terms before entering into a Commission Agreement with the Artist Nikkiela. **By entering into the Commission Agreement, it is assumed that the Client is agreeing to all the Terms and Conditions below.**

I. DEFINITIONS

Artist: The individual producing the Commission (“Nikkiela”).

Client: The individual purchasing the Commission.

Commission: The form of service provided by the Artist to the Client per the Commission Agreement. “Commission,” “Art[work],” “Image[ry],” and “Project[s]” are used interchangeably herein and in Commission correspondence.

Commission Agreement: The discussion, documented via email and/or screenshots, in which the Artist and Client agree to the subject matter and type of Commission to be produced, the Commission price, the point in time in which the Artist is expected to commence in Start of Work and Commission Deadline, early termination circumstances, rush fees, modification fees, and/or whether or not the Commission can be displayed on the Artist’s Profiles. **No modification of, or amendment to, this Agreement – or any waiver of any rights under this Agreement – will be effective unless documented via email and agreed upon by the Artist.**

Start of Work: The point in time by which the Client has approved the Artist to start work on the Commission (e.g., Artist begins to create the Commission).

Deadline: The point in time by which the Artist agrees to deliver on the Commission to the Client (e.g., when the Artist should be finished with the Commission). Changes to the Deadline after the Start of Work shall only be made with agreements between the Artist and Client documented via screenshots.

Work in Progress (WIP): Uncompleted Commission that is still in development. This is broken down into four phases: sketch, line art, flat color, and rendered.

Profile(s): Online locations where the Commission may be displayed (e.g., “galleries,” such as nikkiela.wixsite.com/nhanla, Facebook, Instagram, etc.). “Profile(s)” do not include any sites that display hateful or racist imagery, illegal activities, or sites known to display, reproduce, and/or sell works without crediting the Artist. Additionally, all Commissions displayed are as agreed upon in the Commission Agreement.

Personal Use: Usage in non-public, offline locations (e.g., home or office); i.e., no business involving the Commission is being conducted.

Commercial Purpose(s): Any image or project to be commissioned that does not fall under the type of use specified in these Terms of Service. Any art for Commercial Purpose requires agreement between

Client and Artist. Upon agreement, a new Terms of Service shall be developed in a Commercial License Agreement or a Commercial Purpose Commission Agreement prior to Start of Work, and those Agreement will only be effective in writing and signed by the Artist.

II. REQUIRED CLIENT INFORMATION

Email address: for delivery of digital artworks and additional communications if necessary.

Specifications: Client must clearly specify the contents they want in their artwork prior to the Commission Agreement and Start of Work. The Artist may refuse the Commission if the Client does not have a concise reference or idea of what they would like.

III. TIMELINE & PROCESS

The average turnaround time of completion for the Artist's Commissions are about a month. The time it takes for an artwork may varies depending on the complexity of the Commission and other variables. This turnaround time only begins after receiving the initial payment—so if the payment is delayed then the Deadline will also be pushed back. If there is a possible delay in the Commission, the Artist will discuss with the Client regarding the issue. If the Client would like the artwork completed faster than the Artist's estimated time, a rush fee may be applied, to be defined and agreed upon in the Commission Agreement prior to Start of Work.

Work in Progress are given at each stage of the artwork (e.g. sketch, line art, flat color, rendered) up to completion to provide updates on the Commission and ensure whether the Client requires any modifications. The Artist may send the Client additional WIP for further clarifications or questions regarding the artwork. The Client may also request a WIP at any point of the Commission.

All WIP will have watermarks on them. Removal or tamper of these watermarks and/or posting it elsewhere without the Artist's knowledge or consent can result in the termination of this Commission. These WIP shall not be shared online under any circumstances unless agreed upon by the Artist and documented via screenshots.

The completed artwork without watermarks will be sent to the Client upon receiving the full payment for the Commission. The Artist's signature, however, must always remain on the completed artwork at the bottom right corner. The signature must not be removed or tampered unless agreed upon by the Artist and documented via screenshots.

IV. MODIFICATIONS

All major changes (e.g. composition, colors, backgrounds, characters, clothes, etc.) must be made within the sketch phase—only minor changes are allowed after the sketch phase. Modifications made during the sketch phase is free. Any changes after sketch phase might result in additional charges depending on the modification and which phase the artwork is in. If there is any question regarding

whether a change might incur additional charge, please ask the Artist directly and/or potentially reach a compromise.

The completed artwork is final, and no further changes are allowed unless the Client provides a valid reason for the modifications. Only very minor changes are allowed after Commission (e.g. small coloring or marking mistakes). The Client must notify the Artist on any minor changes within 30 days after the Deadline of the Commission. After the 30 days, no modifications are allowed under any circumstances.

V. PAYMENT

The Artist requires the Client to pay up front at least half of the total payment before Start of Work, and the rest of the total payment prior to the delivery of the completed artwork by the Deadline. The Artist may refuse to start the Commission until the client have paid the required initial 50% amount upfront.

If the Client fails to pay the remaining amount to the Artist in full by the Deadline, the Artist may refuse to deliver the artwork until payment has been made regardless of the Deadline. If payment is not made to the Artist in full within two weeks (12 days) past the Deadline, the Artist has the right to the following:

- *Terminate the Commission and keep the 50% initial payment from prior to Start of Work;*
- *Forfeit the Client's rights to the artwork;*
- *Modify, upload to Profiles, and/or profit from the artwork;*
- *Blacklists the Client from any future Commissions.*

All prices are expressed in **U.S. dollars (USD)**, and payments are expected to be made as such. The Client is responsible for providing the correct amount, equal to the USD amount.

Transaction through **PayPal only**—unless other arrangements are agreed upon and documented via email and/or screenshots.

VI. CANCELLATION & REFUND

There is no full refund under any circumstances after initial payments are received. This is in compensation of the Artist's time and encourages the Client to be sure of their transaction. If the Client has not made any payment yet, then the Client has the right to cancel the Commission.

There is no refunds nor cancellations, under any circumstances, for sketches.

A partial refund is only eligible if the Client Commission a line art, flat color, or rendered piece, and cancels the Commission prior to the 'line art' phase of the artwork. An inconvenience fee—anywhere from 5-10 USD—shall be taken out of the Client's initial payment.

The Artist has every right to terminate the Commission at any time—either with or without refunds—if one or more of the following circumstances occur:

- *Client fails to pay the Artist in full past two weeks (12 days) after Deadline;*

- *Client is being excessively rude, harassing, and/or threatening towards the Artist;*
- *Poor communications between Artist and Client;*
- *Emergencies that could potentially result in the artwork being delayed or not delivered to the Client at all;*
- *Client breaches one or more of these Terms of Service.*

VII. COPYRIGHT & USAGE

The artist holds the right to the produced drawing—not the Client—unless alternative arrangement(s) was discussed upon and documented via screenshots. The Client only have rights to their characters.

Therefore, the Artist is allowed to use the artwork for:

- *Display and promotion on any Profile(s);*
- *Publications and commercial purposes.*

What the Client is allowed to do with their Commissioned artwork:

- *Use the copyrighted artwork for Personal Use only;*
- *Claim the right of their character(s) but not the drawing itself.*
- *Post the artwork anywhere but only with proper credit given to the artist.*

If the Client violates the copyright, every right the Client had to the drawing will be retracted. The following is considered copyright infringement:

- *Reproducing/using the copyrighted artwork commercially;*
- *Taking credits for the creation of the artwork;*
- *Removing any watermarks/signatures;*
- *Modifying the artwork without the artist's consent.*

Please credit the artist whenever possible. How to properly credit the Artist:

- *If the Artist is available on the same platform as the Client, then mention and tag the Artist (e.g. tagging @nikkiela_art on Instagram, @Nikkiela's Art on Facebook, etc.);*
- *If the Artist is not available on the same platform as the Client, then mention and link the Artist's website "nikkiela.wixsite.com/nhanla".*

The Artist's works shall not be used for Commercial Purposes under any circumstance under this Commission Agreement. Any art for Commercial Purpose requires agreement between Client and Artist. Upon agreement, a new Terms of Service shall be developed in a Commercial License Agreement or a Commercial Purpose Commission Agreement prior to Start of Work, and those Agreement will only be effective in writing and signed by the Artist.

Violation to this Agreement regarding Commercial Purposes could result in a lawsuit and/or any other legal actions. The following is considered a violation:

- *Modifying the artwork or using the artwork for promotion without Artist's knowledge or agreement;*
 - *Using the artwork for merchandising or profit in any way without prior agreements;*
 - *Tampering and/or using this Commission Agreement as a right for Commercial Purpose.*
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These Terms and Conditions are subject to revision without notice. The Client must read and understand these terms before entering into a Commission Agreement with the Artist. Once the Client enters into a Commission Agreement with the Artist, it is assumed the Client has agreed to all Terms and Conditions.