Terms of Service

By purchasing a commission from me (the artist) you agree to be purchasing my services only. If you are uncomfortable with any of the conditions below (i.e., posting the artwork on social media), we can discuss this prior to placing an order.

By placing an art commission order, you acknowledge and agree to be bound by these terms. They are a little long, but they protect both artist and customer/commissioner. Please read the terms carefully:

1. General Terms

- All works will include a subtle signature that you may not remove.
- I may post the artwork on social media.
- I may use the artwork in an online portfolio.
- Prices are subject to change based on demand.
- I have the right to reject any order that I do not feel comfortable taking for any reason.

2. Commission Process

2.1 Ordering

- Fill out the order form with the required information. I'll let you know if I can take on your commission and we'll discuss any additional requirements or details that need to be changed. I'll provide a quote and estimated timeline.
- Upon receiving the quote and timeline and agreeing to proceed, you must confirm your
 acceptance via email. An upfront deposit, as specified in the quote, is required to secure
 your commission slot.

2.2 Payment

- I'm currently accepting payment in CAD through bank e-transfer.
- Commissions will be paid:
 - o 40% non-refundable deposit (secures your commission slot)
 - o 30% before revision
 - o 30% after completion and prior to delivery
- DO NOT send me any payment before I have agreed to a commission and requested you to send me payment.

2.3 Timeline

- A commission will take around 2 weeks to 3 months to complete, depending on factors such as health, complexity of the artwork, and schoolwork. If anything comes up that will impact the estimated deadline, I will let you know ASAP.
- When I receive the 40% upfront payment, I will start working on your commission. Once I have started, you will not be able to receive a refund on this deposit.

- Depending on the artwork, I may send a rough sketch, and you can choose the sketch you want to go forward with.
- As I work on the commission, you get a round of revisions (more details below). Before starting work on any discussed revisions, I will ask for 30% of payment.
- Once the artwork is finished, you will receive a watermarked scan, along with coordination of delivery. I will ask for the remaining 30% of payment. Once received, the artwork will be delivered, and a high-quality scan without a watermark will be emailed.

3. Revisions

- You get an opportunity to request any reasonable changes on the artwork. Additional revisions beyond this require an extra fee, depending on the complexity.
- A fee will be added if you want something changed on the final artwork unless a misunderstanding was made on my side.
- A fee will be added if you would like me to change something in the artwork you have previously approved.
- The amount of the extra charge depends on the change you want me to make, complexity of the commission, and will usually be based on an hourly wage.

4. Delivery

• Once I receive final payment, I will send a high-resolution scan of the artwork and coordinate delivery.

5. Copyright/Usage

- I, Qi Sun (the artist):
 - o I reserve the right to cancel and refund the order at any time for any reason.
 - o I reserve the right to post the commissioned artwork in my portfolio.
 - o I retain all copyrights over the commissioned artwork.
 - o I will NOT claim the intellectual property (IP) of the commissioned artwork (your characters are still yours, etc.)
 - o I will NOT profit further from the commissioned artwork (i.e., sell prints or merch) unless you break any of the terms.
- You (the customer/commissioner):
 - O You may use the commissioned artwork for personal, non-commercial use.
 - O You may share the artwork on personal social media platforms, provided that proper credit to the artist is given.
 - You may NOT reproduce, distribute, or use the artwork commercially make money from it in any way.
 - You may NOT claim the artwork as your own, remove my signature from the artwork, or alter the artwork without my consent.

6. Refund/Cancellation

6.1 Cancellation by commissioner:

- If you decide to cancel the commission, each payment installment is non-refundable once I have started working on that stage.
- For example, if you decide to cancel after 2 payments have been made and I have not started on the revision, I will refund 30% (the second payment). If I have started working on the revision, you will not receive a refund.
- This ensures that I am compensated for my work up to that point.

6.2 Cancellation by artist:

- If I am unable to start your commission, you will receive a full refund.
- If I am unable to finish your commission, you will receive a refund of any installments already paid, except for the initial deposit.

I understand that circumstances can change unexpectedly. If something exceptional happens, I am more than happy to accommodate within the framework of these terms.

7. Confidentiality and Costumer Satisfaction

- I will not disclose any sensitive information shared during the commissioning process.
- The formal text above is not meant to be scary! If you have a problem with the commissioned artwork, please don't hesitate to let me know me right away so we can find a solution together.
- I am more than happy to adjust some of my terms if you ask before I start on your commission. For example, if you don't want me to post the artwork anywhere, we can discuss this.