

REMI DAVIS

Terms of Service

This agreement is between I, the Artist, and you, the Client, for work services performed on a project known as the Work.

Summary

In commissioning me, you agree to your commission being used as an example of my artwork or other promotional purposes

- All purchases are final; I do not accept refunds. Refunds are given at my discretion based off of how far along in the process the work is and the reason for the refund
- You may at any time during the commission, ask for changes. After the commission is finished, you may ask for minor edits if necessary (Color changes, small additions, etc.) All edits made on finished pieces are at my discretion.
- Work must be paid for UPFRONT, or within a reasonable time frame discussed and agreed upon beforehand. You may request a sketch of the commission posing before sending payment.
- You may re-post the commission to your personal gallery or social media account only if proper credit is given
- You may use the commission for personal use and edit at your discretion - DO NOT resell or edit the commission to be resold
- You may not edit out my artist' signature, UNLESS for personal use (desktop or phone backgrounds, etc.) If using the commission for online use or re-uploading, the signature must be visible.

Timeline & Process

The completion of the Work requires 2 weeks at minimum or more, depending on commission type, complexity, and workload of commissions. Deadlines and timelines will be adhered to in good faith but may not be possible sometimes. Note that each project may vary.

Rush fees can be discussed if your project needs to be completed on a strict deadline or by a certain date.

There may be 1 major revision for each item shown during the process, not including mistakes made by the Artist. Revision later in the process such as after lineart can only be minor. I will actively reach out for feedback. I will make major revisions after later stages in the process per my discretion.

Additional charge may be required for further revisions that may impact the progress and timeline of the project.

Delivery of finished Work will be through email, and sent in the form of a png set at **72/300DPI**. If you require a different format, or want something specific, let me know beforehand.

Communication

Communication will take place throughout the entire project timeline with updates and bouncing ideas. I will typically ask for feedback when I have something to show. I will let you know if anything is causing major delays or priority shifts in the project.

I will communicate via social media, email, or discord to facilitate communications. I will typically respond quickly but may also take up to a few days, which is usually in order to provide a better, more concrete, update.

Clients agree to provide all required art, references, information and assets before Work starts and during the process, or it can affect the timeline.

Rights, Usage & Credits

Artist Rights

I retain original copyright and ownership of the Work, which includes but may not be limited to advertising, displaying the Work in my websites, social media and portfolios according to my discretion.

Commercial rights for a project can be discussed and is subject to additional fees for such rights to be given to the client.

Client Rights

Clients are granted **exclusive** rights for personal use of the Work produced as agreed upon, which must not be transferred to any other parties. Personal use includes:

Social media profile pictures, signatures, layouts, themes, wallpapers, personal website display, social media posts, etc.

Clients may not claim Work as their own or anyone else's and therefore must credit me as the Artist using my social tag/username/website.

Artist signature must be visible **UNLESS** using the Work for personal use. If reposting to personal gallery or social media, signature must be visible.

Commercial Rights

Unless specified in the commission information or otherwise discussed and agreed upon, commercial licenses are not included. Commercial means usage on streams, broadcast content, or any monetized work (i.e. including but not exclusive to: merchandise, monetized videos, music releases).

Commercial licenses require additional charges on a case-by-case basis.

Payment and Refunds

Payment

Before starting the project, the Client pays in full upfront, via Paypal invoice in USD.

Invoices will be sent when Work is ready to begin and after discussion. **Do not send a payment without my request.**

When invoice is received, the Client agrees to pay within 48 hours unless circumstances are communicated otherwise in advance. Work will not be started otherwise.

Prices are in USD and paid via Paypal invoice. Prices may change depending on the complexity of the commission, or changes made during the process.

By engaging on any project, once Work has started, the Client acknowledges the product and deliverables are DIGITAL and there is no physically shipped good to receive. Chargebacks are not permitted and the refund policy as mentioned will be followed.

Refunds

Once Work begins, refunds are not possible unless initiated by the Artist.

If for any unforeseen reason I cannot complete the Work or the Work is significantly delayed by at least 4 months, I will take initiative to inform you and provide a partial refund if Work done up to this point is accepted or full refund.

Business Clients

For businesses, agencies, organizations, management and groups, please contact me to arrange in more detail.

Agreement

I reserve the right to refuse to accept projects.

By commissioning, you confirm you are at least 18 years of age or have a legal parent/guardian to agree to all of the terms of service as listed above.

The date for this agreement is upon the first inquiry/communication for the commission or upon the first transaction made.