Terms Of Service Agreement

This Terms of Service Agreement ("Agreement") is entered into between the Artist and the Client for the commission of an artwork ("Work"). By commissioning the Artist, the Client agrees to the following terms:

1. **ENGAGEMENT**
    a. Client provides clear and complete requirements and expectations upfront, including reference materials or assets before Work begins.
    b. Client grants to the Artist non-exclusive rights to observe and replicate Client's own character design and reference material for the use of the Work.
    c. Client warrants that the character design and reference material provided to the Artist are legally obtained and authorized for use by the Client.
    d. Client warrants that they have the authority to enter this agreement, be the point of contact and is solely responsible for decisions and approval during the process.
    e. Artist strives to perform to the best of their ability in good faith and warrants Work is 100% original according to Artist's best knowledge.
    f. Artist may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
    g. Artist reserves the right to refuse projects or requests based on content, subject, or other reasons.

2. **CONTENT RESTRICTIONS**
    a. Artist will not create content that is offensive or hateful (i.e. racism, homophobia, etc.).
    b. Specific restrictions include but are not limited to complex mecha, offensive/problematic content, ships of any kind with real people (i.e. content creators, celebrities, etc), realistic animal art of any kind, and anything the Artist is uncomfortable with.
    c. By ordering any content that is 18+/NSFW, Client agrees they are over the age of 18.

3. **TIMELINE AND PROCESS**
    a. Work completion requires 1 week minimum, and may take up to 3 weeks depending on each project.
    b. Timeline depends on commission type, complexity, and workload.
    c. Artist provides progress updates and seeks Client feedback voluntarily.
    d. Final deliverables are provided by the Artist using Google Drive or similar file transfer tools.
    e. If there are any delays and adjustments to timeline, the Artist will inform the Client.
    f. Clients have the right to request refunds 2 months after deadlines if Work has not been delivered and there was no agreed-upon amendment to the timeline.

4. **REVISIONS**
    a. One revision is allowed per item shown to the Client during the process.
    b. After line art, only minor revisions are allowed.
    c. Additional charges for excessive revisions may be required.
    d. Revisions may affect progress and timeline.

5. **COMMUNICATION**
    a. Ongoing communication and discussion will occur throughout the project, including work in progress (for work in the lined art tier or greater), idea generation and collaboration, situational updates, and more.
    b. Communication channels may include email, Discord, Instagram, or Twitter private messages according to Artist discretion.
    c. Artist response time may vary, up to 5 days in order to provide better or more concrete updates.

6. **RIGHTS & USAGE**
    a. Artist Rights
        i. The Artist retains copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to display, advertising, printing, the Work and work in progress on websites, social media, portfolios, and more.

    b. Client Rights
        i. Clients receive exclusive, non-transferable usage rights to the Work for personal use. Refer to Section 6.c. for commercial rights.
        ii. Personal use means: display on social media accounts for promotional purposes with no direct monetization such as profile pictures, banners, and posts; print and framing in personal spaces; display as part of designs on websites and channels, excluding use in content of these websites or channels.
        iii. Client must not claim Work as their own and must credit Artist using their social tag/username/link at the instance of display of the Work or permanently on their websites, social media profiles, broadcast channels and so on. Possible social media to credit includes @telliefilm on Twitter, @telliefilm on Tumblr, or @telliefi1m on Instagram. At least one of these tags is required for proper credit.
        iv. Client must not edit, trace, or modify Work in any way without prior permission from the Artist

    c. Commercial Rights
        i. Commercial usage rights are not included unless specified in the commission type or listing on the Artist's websites (i.e. vtuber models, stream overlays, emotes, and so forth) or as agreed upon.

ii. Commercial rights means usage of Work on streams or any monetized instances, or selling or reselling Work to another party, as a part of any product, or on another platform.

iii. Usage of Work for AI (artificial intelligence) tools; platforms or programs, ML (machine learning) tools, platforms or programs; AI or ML training; NFT; blockchain; or other for-profit platforms/purposes, **is strictly prohibited**.

iv. Additional charges will be required for commercial usage if not included, typically 2x of the original cost.

7. PAYMENTS & FEES

a. Client pays a minimum 50% downpayment for all projects.
b. Invoices, proposal or payment link will be sent to the Client when Artist is ready to begin work. Clients must not send money before these requests for payment from the Artist.
c. Invoices must be paid within 48 hours, or the project may be canceled.
d. Prices are in USD, and paid via Venmo, CashApp, PayPal, or methods as provided by the Artist.
e. Prices may vary or change depending on complexity, requirements and/or additional requests.
f. Once Work has begun or payments have been made, the Client acknowledges Work and deliverables are digital and there are no physically shipped goods to receive.
g. Client warrants they will not issue chargebacks and the refund policy mentioned below will be followed.

8. CANCELLATION & REFUNDS

a. No refunds are possible after work begins unless initiated by the Artist.
b. If Artist cannot complete work or there are delays as detailed in Section 3 for unforeseen reasons, the Client may be eligible for a full refund. If work done up to this point is accepted and used by the Client, the Artist will provide a partial refund only.

9. CONFIDENTIALITY

a. The Artist and Client acknowledges that information and materials that are provided to either party (including but not limited to personal information, technical information, marketing plans, payment information, or sensitive business information), or are incorporated into the deliverables, that will not be visible to the public shall be considered confidential information and shall not be disclosed to any other party without prior written permission from the owner of this confidential information.

10. INDEMNIFICATION

a. Client indemnifies Artist against claims, losses, damages, and expenses related to Work usage by the Client, breach by the Client of the Agreement, or third-party claims.
b. If Client's rights are violated or the Work is not delivered as agreed, Artist will work to remedy the situation first.

11. ACCEPTANCE

a. Client is 18+ and legally able to commit to an agreement or has a legal guardian to make this agreement on their behalf.
b. Agreement date is upon first inquiry/communication or first transaction.

Original T.O.S. by @keyokku on Twitter, modified by @telliefilm/Ellie on December 27, 2025.