



dettsu

illustration and graphic design

Terms and Conditions for Commissions for Commercial Use

This document serves as a guide for Clients who will avail the services of **Dettsu** for a time frame discussed prior to the receiving of the service invoice. Breach of any of these terms will result in NO REFUND POLICY for any payment invoiced and received from the Client and NO SERVICE RENDERED for any work finished and not submitted by the Artist to the Client.

DEFINITION OF TERMS

Commission is an artwork created digitally using various software according to the request of the Client.

Commission for Commercial Use is the Commissioned artwork that will be used for commercial and for profit purposes, such as selling or helping sell products and other related actions.

Commission Queue is the list of all Commissions in order of payment, prioritizing those who paid first and those who paid for rush fee

Client is the person requesting and paying the Artist to create a Commission for them.

Artist is **Dettsu**, the person creating the Commission for the Client.

ARTIST AUTONOMY

The Artist has the right to refuse any Commission for whatever reason the Artist may see fit. The Artist does not have to fully disclose the reason to the Client as long as the Commission has not been started, especially if such Commission and/or Client has made the Artist feel uncomfortable or unsafe.

PAYMENT

- Invoice will be sent via PayPal
- Client will shoulder the PayPal fee
- Commission slot will only be confirmed AFTER FULL PAYMENT

ARTWORK SPECIFICATIONS

The fee of the Commission is dependent on the complexity, dimensions, inclusions, and urgency of the project. The artwork specifications will be discussed by the Client and Artist prior to the creation of the invoice. Revising the artwork specifications of the Commission will render a new invoice with new fees to accommodate the new artwork specifications.

CREATIVE LIMITS

The fee of the Commission is dependent on the complexity, dimensions, inclusions, and urgency of the project. The Artist may decline a Commission if the Commission requires a skill that the Artist does not offer. If the Client allows, the Artist can get help to create the Client's requests via subcontract of another artist, which will be subject to discussion and a new invoice with new fees to accommodate the new artwork specifications and liaisons.

REVISIONS

- An initial sketch will be sent to the Client for review
- The sketch will be revised according to the Client's comments
- Initial sketch can be revised for free up to 5 times
- Additional payment for 6th sketch revision onwards
- Only 3 minor and 1 major revisions are allowed after final sketch
- Additional revisions will require additional payment

COMPLETION

- Completion will take minimum of 2 weeks, but will be subject to discussion with the Client depending on the scope of the Commission
- If the Artist will take longer to finish, the Artist will inform the Client immediately
- Additional fee for Commissions with tight deadlines, completion less than 2 work weeks

ADDITIONAL FEES

\$5 USD sketch revision fee

- for revisions to the artwork initial sketch from the 6th revision onwards

\$5 USD minor revision fee

- for revisions to the artwork after the final sketch is approved from the 4th minor revision onwards

\$20 USD major revision fee

- for revisions to the artwork after the final sketch is approved from the 2nd major revision onwards

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\$50 USD rush fee

– for priority in the Commission queue, will finish the Commission in less than 2 work weeks

※ 1 work week = 5 business days

※ business days do not include weekdays or holidays

\$20 USD additional rush fee for every day less than 2 work weeks

Example for rushed commercial work:

10 day deadline, \$50 rush fee

9 day deadline, \$50 for 10 days + \$20 for 1 day less = \$70 rush fee

8 day deadline, \$50 for 10 days + \$40 for 2 days less = \$90 rush fee

FAIR USE

The Artist may post work related to the Commission in her social media channels and online portfolio after the duration of the project, unless otherwise stated by the Client. The duration of use for logos and branding visuals are dependent on the discussion with the Client prior to creating this invoice.

REFUND NOT ALLOWED

- Client received the initial sketch already
- Client received constant updates with Commission progress
- Client paid but does not communicate with Artist for 2 or more months
- Client received art within time frame but files a case with PayPal
- Client files a case for unshipped item even though Commission is a digital product that does not require shipping
- Commission is finished within given time frame of completion

REFUND NOT ALLOWED (cont.)

- Client asked for revision late hence the deadline was not met
- The Client is the reason the Artist did not finish Commission on time, but Client won't receive the late work

REFUND ALLOWED

- Commission has not been started after payment
- Client has not yet received initial sketch
- Client did not receive any artwork from Artist on the deadline
- When no communication from Artist for 2 months since last conversation

PARTIAL REFUND ALLOWED

50% refund for when the Artist did not finish the Commission on time and Client will still receive the late work

REMINDERS

By paying for your Commission, you hereby agree to all the terms and conditions set by the Artist and must adhere to them to ensure delivery of the Commission to you. Please provide your contact details to the Artist for you to receive your Commission.

Breach of any of these terms will result in **NO REFUND POLICY** for any payment invoiced and received from the Client and **NO SERVICE RENDERED** for any work finished and not submitted by the Artist to the Client.

For any inquiries, please email dettsu@zoho.com