

# Terms of Service

If you have a problem with any of these terms, they may be changed if discussed with me prior to paying for your commissioned piece.

## 1. GENERAL TERMS

- All drawings will include a subtle signature that you may not remove.
- I might record the drawing process and post it on my socials including but not limited to Youtube, Tiktok and Twitch.
- Prices are subject to change based on demand.
- I have the right to reject any order that I do not feel comfortable drawing for any reason.
- For the safety of minors, all clients must be above the age of 18 or have permission from a legal guardian.
  - By ordering the commission you are confirming that you satisfy the above criteria
- Bandia Studio will not accept commissions containing sexual themes, drugs, fetishes or discriminatory themes.
  - In addition, while Bandia Studio is flexible with the contents of her works, commissions requiring imitation of specific art styles or copying the works of other artists are not accepted.
- Bandia Studio is always within her rights to reject any commission request.

## 2. PAYMENT

- Currency accepted is GBP and can be paid through my website, invoice or bank transfer.
- **Commissions can be paid either 100% upfront or split 50% upfront and 50% after sketch approval.**
- Don't send me any payment before I have agreed to give you a slot and requested you to send me the payment.

## 3. PROCESS AND DELIVERY

- I will notify you when I have started on your commission and you, therefore, lose the rights to a refund (see point 7 further below for more info on refunds)
- While I'm working on your commission I will make reviews with you to make sure I make it just right for you!
- The amount of reviews depends on the complexity of the work.
- During the reviews, you will see work-in-progress and these images will usually include a watermark and be smaller than the finished piece.
- The time it takes to finish your commission varies **2 week - 3 months** depending on factors such as health, the complexity of the commissioned piece, other work and convention seasons.
- If anything comes up that will slow the progress of the initially estimated delivery time I will let you know asap.
- Once the piece is finished you will receive the full-resolution image via email or google drive link. Note that there is no physical product. I am happy to send

you a printed copy and apply your finished design to any of my other products (such as hoodies) for additional fee.

#### 4. REVISIONS

- You get 3 rounds of changes on the commissioned piece included in the price.
- A fee will be added if you want something changed once I have begun rendering, and will be higher if you have received the final drawing - unless a misunderstanding from my side has been made.
- If you wish for me to change something in the drawing you have previously approved, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make and is usually based on an hourly wage.
- If your reference is unclear to start with changes will come at an extra charge.

#### 5. COPYRIGHT / USAGE POLICY

**I, Thea Murray (the artist, trading as Bandia Studio), claim the rights to the produced drawing, not the buyer. Therefore I am allowed to use the copyrighted artwork to:**

- Promote myself with it everywhere
- Publish books with it (artbooks, etc.)
- Display it everywhere to my liking (website, social media, etc.)
- Post it wherever I want
- Print and sell it on future products (i.e notebooks, keychains etc) with credit given to the client where it is an original character

#### **The buyer is allowed to:**

- Use the commissioned piece for personal use unless agreed otherwise (you can upload it on all your social media profiles, forums, etc.)
- Print the artwork and claim the character(s) as their own, but not the artwork itself.
- Use the artwork to promote themselves. You are not forced to give me credit when you post it but it is very appreciated.
- Use the artwork on their Youtube channel and in monetized videos as long as the artwork itself is not the main subject for the earnings.

#### **The following is considered copyright infringement:**

- Reproducing/using the copyrighted artwork commercially - means making money off it in any way.
- Claiming the artwork as your own
- Removing my signature from the artwork
- Altering the artwork without my consent
- I reserve the full rights to the image and it's use/distribution unless otherwise agreed upon (rights to the image for your own non-personal use may be purchased at any time).

#### 6. CUSTOMER SATISFACTION

- I will do everything I can to make my customers happy!

- If you have a problem with anything in regard to the commissioned piece please tell me right away so we can find a solution together.
- I am willing to change some of my terms for you if you ask before I start on your commission. If you, e.g., do not want me to post your art anywhere, we can discuss this.

#### *7. REFUND / CANCELLATION POLICY*

- The buyer is not allowed a refund once I started working on the commission.
- If for any reason I am unable to start your commission, you will receive a full refund.
- If you cancel your order before I started it, you can get a full refund.
- If you are getting a refund, do not request a chargeback. I will transfer the money back to you myself.
- If you request a chargeback at any point when you were not allowed to ask for a refund you will lose all beforementioned rights to the commissioned piece and I will have the full right to profit further from it in any way. I will decline the chargeback and supply the banks with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted for commissioning me again.

If the buyer breaks any of the points stated above they will lose all the beforementioned rights to the artwork commissioned by me, Thea Murray (the artist), and I will have the right to profit further from the commissioned artwork in any way I see fit and will not have to credit the buyer. If you have a problem with any of these statements, they may be changed if discussed with me prior to paying your commissioned piece.

#### What do you get?

- Drafts/mockups that you must decide which one I should continue with (depending on the complexity of the commission there might be fewer or more drafts)
- Sketch and/or final sketches that you must accept before I continue the work
- Insight and involvement in colour plan (depending on the complexity of the commissioned piece)
- Full-resolution file (approx. 11.7 x 16.5 inches at 550 DPI) of final drawing. Final file formats are usually PNG.