

Terms of Service

of Xeralex

(Freelancer Artist/ Illustrator)

Clients need to read and oblige to the following written terms and conditions when they want to submit a commission/ project request to the artist (Xeralex). Please take your time to read through these carefully.

Rules and Regulations

Rights of the Artist:

- You, as the client, are aware that I, the artist (Xeralex), am the main and first sole owner of all copyrights of work(s) that had been AND are being produced by the artist (Xeralex). **I am allowed to use the work(s) I have produced for anything I wish without any form of disclosure/ “Special cases”/ permits.**
- I hold the rights for the pictures (but not for the characters that aren't mine, of course) and I will use/ post the artwork as I see fit (but not to make any further profit, like making prints, etc), UNLESS you want the artwork to remain private and/ or anonymous.
- **You cannot make profit with the artwork.** Commissions are for personal and private use only, therefore, commissioners do not have the right to sell on a piece of art in any way, shape, or form, including merchandise - **THIS INCLUDES MINTING AS NFTS AND/ OR AI ART.**
- You can make prints, t-shirts, mugs, etc, etc of the artwork **FOR YOUR PERSONAL USE ONLY.**
- Requests are being done in a line of order. The clients are being contact when their turn arrives, via the communications they have provided in their request forms. The clients then will be given a 2-days time to respond with the artist to begin the final preparation for the request.
If they fail, the artist (Xeralex) will continue with the next request in line, and the client will need to remake their request.

- If you decide you want to do something commercial with the artwork, you need to contact me and we can discuss about it.

- **I can, and I will refuse request commissions, that I am not OK with doing.**

Rights of the Client:

- **No minors.** The clients must be 18+ years old to make a request commission. No business will be proceed with minors.

- The client can cancel their request at any time, before it is accepted by they artist, and agreed to proceed by both artist and client, but if the client want to change it with a new idea, then they must go the entire commission request form procedure again, in order to do so.

- The client are allowed to modify/ change/ edit the final work(s) that are given to them (example: add dialogue, etc), BUT you are **NOT ALLOWED** to use them for commercial uses, or any other uses to make profit, as stated before.

- The client **must** credit the artist (Xeralex), if you post the work(s) publicly.

- The client are **not allowed to request for any way and/ or form of the removal of the signature on the work(s) of the artist,** from the artwork piece.

Character Usage:

- In request where you are not the original owner of a character(s), **please obtain permission from the character'(s)' owner/ user before making your request. Make certain that all actions in the request are also approved prior to the request being worked on.**

Some examples of obtaining permission includes links to public galleries and/or art you have done before with the user's/ person's character(s).

- If the request contains character(s) that belong to the artist (Xeralex) then you will need my permission to use it for whatever idea you want to request.

Obtaining rights:

- If the artist allows it, the client is able to obtain the rights of the work(s) for an additional fee. The amount of that fee shall be discussed with the artist, when requested, and it will be based depending the usage and the work(s) itself.

Payments and Refunds:

- The artist is being paid for **both his time and his artwork.**
- Payments are done once the request has been accepted, and both artist and client agree to proceed, the artist (Xeralex) will send an invoice, via the communications means provided by the client to them as asked in the request form. Once the payment is completed then the artist shall begin working on the artwork piece.
- If there is a sudden cancellation after the request has been approved by the client **there will be no refunds of the work(s)**
- If the request made and finalized by a minor(s) client under a false identity, **their will be no refunds of the work(s).** Adult guardian(s) of the minor(s) are the ones responsible for their actions, not the artist (Xeralex).
If such occasion occurs, the artist (Xeralex) will keep the payment as “casualty damage” for his time spent on the project.
- If for any circumstances the client wish to cancel their request, before or during the time the client and the artist have to agree to proceed, then a cancellation of the request shall be done, they can. The client does not need to pay, and if they had already paid, then and only then a refund shall be issued of the full amount the client has sent.

For any questions on the terms and conditions, please contact the artist (Xeralex, me) for any further discussion on them.