

# ARCR CRIC - TERMS OF SERVICE

## GENERAL TERMS

- I (the artist) reserve the right to refuse service for any reason without providing justification.
- I retain all rights to the commissioned art including the right of selling prints and using it in advertisement, books, banners, portfolios, etc.
- Any alterations made to the commissioned art such as but not limited to the removal of signature and recoloring are prohibited, unless written permission is given by me.
- You (the client) are allowed to use the commissioned art for non-commercial purposes under the Creative Commons Attribution-NonCommercial-NoDerivs (CC BY-NC-ND) license.
- Should you decide to post the commissioned art online, proper credit must be given to me, under the name "ARCR-CRiC", you may also provide a link to my website or social media accounts.
- For an additional fee, you will be granted commercial rights to the commissioned art including the rights to make alterations.
- I reserve the right to share works in progress of the commissioned art with whom I see fit as well as to share it in services such as Patreon or similar.
- Should you wish to have the commissioned art as well as its creation process kept private, an additional fee may apply.

## EDITS

- Edits to the commissioned art after the sketching stage or after the commission is finished may incur in additional fees.
- I reserve the right to refuse edits if I deem that they are not possible to execute due to limitations of the media in case of traditional art pieces or due to the amount of effort required for it.

## RESULTS & SHIPPING

- Once the commission is finished, you will receive both high and low resolution digital copies of the art as well as any variants if applicable.
- For traditional art commissions you are also entitled to the original art piece. Should you wish to have it, shipping fees may apply.
- You are responsible for providing a valid address, being available to receive the original piece as well as reporting you have received it.
- Any damage or loss that may occur during the process of shipping does not entitle you to a refund of the commission.

## PRICES & PAYMENT

- Prices may be subject to change without notice. Unless otherwise stated, all prices listed on my website or social media accounts are base prices.
- The commission price should be paid upfront in its entirety unless a payment plan is previously agreed upon.
- An invoice with the agreed value plus any additional fees will be sent via Paypal, and only after the payment is confirmed the commission will start.
- Money sent through services such as Ko-fi or equivalent do not qualify as a payment for the commission and will be treated as tips/donations.

**You must read, understand and agree with all the terms. By sending a payment you confirm that you are in agreement with the terms and also that you are of legal age (at least 18 years old).**

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## CANCELLATIONS & REFUNDS

- I reserve the right to cancel the commission if I feel that it cannot be completed to the best of my ability. For such case a full or partial refund will be given, depending on the stage of completion.
- I reserve the right to cancel the commission if the Client fails to respond to inquiries in a timely fashion (10 business days) when requested or if the Client behaves rudely or inappropriately.
- In cases of Force Majeure such as but not limited to natural disasters, accidents, wars, embargoes or government rulings, refunds will be given based on what the circumstances allow.
- The Client has the right to cancel the commission with a full refund if it haven't yet started. During the sketching stage a full or partial refund may apply depending on the amount of work done.
- After the sketching stage a partial refund may apply on a case-by-case basis, otherwise no refund will be given.

## LEGAL NOTES

- Any dispute or controversy arising under or in connection with these Terms of Service shall be settled exclusively by arbitration, conducted before one arbitrator or mediator in Krakow, Poland, in accordance with the rules of the Polish Code of Civil Procedure (CCP) then in effect and the Krakow Chamber of Commerce and Industry. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

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