

Term of Service

Up to date as of January 2022

1: Introduction

Thank you for your interest in the work of Suehiro Moncrieff ("Artist," "Me," "I," "My"). The following Terms ("Terms," "Terms of Service") govern use of my works and exist to assist the Client ("You," "Your," "Yours," "Client") in navigating that use and assure ease of completing your order, so that I may create the precise piece of work that you want ("Services"). Your agreement with me includes these terms ("Agreements") and in the event you do not agree to them, you may not continue with my services, and any contracts will be nullified following negotiation.

2: Copyright and Usage

I maintain sole copyright to works created by me under contract for you. This includes commissioned illustrations, comics, prose, and other creative works. I retain sole ownership of my works for the purposes of sale and monetized distribution, unless explicitly stated otherwise. You retain the right to distribute, post to the internet, and print my works for personal, non-commercial use only. Commercial use of my work is prohibited unless explicitly stated otherwise. My work may be used for advertising/branding purposes with express permission and credit by name only. (Example: You may freely use art I have created for you as an icon on social media at your discretion. You may use art I have created for you for your Youtube channel that you monetize videos on, as long as I am credited. You may **not** sell prints of work, or derivatives of work, that I create for you.)

Purchasing commercial rights to my work shall be considered a separate transaction to the creation of said work and must be negotiated through a separate contract agreement. Under no circumstances may my work, or derivatives of my work, be used for the purposes of advertising the use of cryptocurrency, non-fungible tokens, web3, or blockchain technology. Under no circumstances may my work, or derivatives of my work, be minted as non-fungible tokens or other representations of value for the purposes of exchanging cryptocurrency. Violations of these terms will be met with a takedown notice per the Digital Millennium Copyright Act ("DMCA") along with a formal cease-and-desist and permanent ban from accessing my services. Subsequent violations of copyright will be met with further legal action.

My work may not be used in a way that knowingly violates the laws of either the United States of America, the state of Texas, or any state, local, or national laws in which you reside. My work may not be used in a way that encourages hate or violence against members of any protected group, or glorifies bigotry, hate crimes, and other forms of social violence. The extent to which this applies is according to my sole discretion. Violation of these terms will be met with immediate legal action.

3: Content Restrictions

I reserve the right to, at any time prior to payment, refuse or request negotiations regarding the requested content of a commission or other piece of creative work. These limits exist at my sole discretion and exceptions will not be given.

I reserve the right to refuse commissions or other creative works if creating said work would break the laws of either your residence or mine. You agree to not attempt to circumvent the law by withholding information regarding your approximate location (country of residence) for the purposes of obtaining services.

4: Payment, Invoices, and Refunds

Payment may not occur until an invoice is sent to you. I will not accept payment "under the table," in cash or by personal check. (Purchases made at conventions and art shows in-person only are exempt from cash restrictions.) Invoices will be sent to you at the end of negotiations. For all payable amounts under \$300 USD, all payment must be made up-front once invoice is sent. No services will be rendered until invoice is paid in full.

For payable amounts of \$300 USD or more, individual clients may pay in a "half now, half on delivery" model. 50% of the amount agreed may be paid upon receipt of invoice, and the remaining 50% may be paid upon the completion of agreed-upon services. The initial 50% is considered nonrefundable once work has begun.

Once services have been rendered in full, all payments are considered nonrefundable, in full or in part.

In the event of cancellation of your order, negotiations may be conducted to discuss a refund in full or in part, depending upon the amount of work completed and agreements made.