Terms of Service & Licensing

1. License Types

A) Non-Commercial License (Individual Use)

Upon full payment, the Artist grants the Client a non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual license to use the delivered artwork (the "Work") solely for personal, non-commercial purposes.

1. Permitted: Personal display, social media sharing (with credit), printing for private use.
2. Not Permitted: Use in games, apps, advertisements, merchandise, or any project intended for commercial gain. No modification, resale, or sublicensing.

B) Commercial License (Business & Game Development)

Upon full payment, the Artist grants the Client a non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual license to use the Work for commercial purposes, including but not limited to video games, advertisements, marketing materials, and merchandise.

1. Permitted: Integration into commercial products, promotional use, and display on the Client's website and social media.
2. Not Permitted: Modification, adaptation, remixing, or creation of derivative works. No resale, sublicensing, or distribution as a standalone asset. No use in NFTs or blockchain technology.

Attribution: Credit to the author is encouraged where reasonably possible.

2. Author's Rights

The Artist retains all copyright, ownership, and intellectual property rights to the Work. The Artist reserves the right to:

1. Use the Work for portfolio and promotional purposes.
2. Object to any derogatory treatment of the Work (Moral Rights).

3. Project Process & Requirements

To ensure clarity and quality, the following process applies to all commissions:

Step 1: Inquiry & References: The Client provides a detailed description, reference images, and (for 3D models) illustrations or concept art. References are mandatory for accurate execution.

Step 2: Sketch & Scope Agreement: Before any payment, the Artist and Client agree on sketches, composition, and content. No work begins until this stage is approved.

Step 3: Deposit (35%): A non-refundable deposit of 35% of the total price is required before production begins. This secures the Client's place in the queue and covers initial work.

Step 4: Production & Rendering: After the deposit, the Artist proceeds with rendering and production. The Client is kept informed of the process and queue status if waiting is required.

Step 5: Finalization: The final deliverable includes:

1. High-resolution artwork (PNG/JPG).
2. Optional timelapse or process documentation (if requested).
3. A copy of the applicable license.
4. For 3D modeling: the final file in the agreed format (e.g., .blend, .fbx, .obj).

4. Turnaround Time

Estimated delivery times are as follows:

Illustrations: 2–6 weeks from project commencement.

Advanced Projects (3D Models, Complex Designs): Up to 6 months, depending on queue length and complexity.

*Note: These are maximum estimates. The Artist will provide a specific timeline upon project agreement.

5. Refunds & Cancellation

The 35% deposit is non-refundable. Once production begins, no refunds are issued. If the Client cancels after the deposit, the Artist retains the deposit and any completed work remains the property of the Artist.

6. Termination

This license is effective until terminated. The Artist may terminate this license if the Client breaches any term. Upon termination, the Client must immediately cease all use of the Work and delete all copies.

7. Governing Law

These terms shall be governed by and construed in accordance with the laws of the Republic of Poland.