

ProxyBrewer 3D Commission Terms of Service

1. General Terms

- 1.1. These Terms of Service ("ToS") govern all commissions and services provided by ProxyBrewer ("Artist").
- 1.2. By commissioning the Artist, the Client agrees to these terms.
- 1.3. Pricing and service details are outlined in the separate **Pricing Structure** document.

2. Commission Process

2.1. Client Responsibilities:

1. Provide clear references and specifications upfront.
2. Communicate any necessary changes promptly to avoid delays.
3. Ensure all provided assets (logos, designs) comply with intellectual property laws.

2.2. Artist Responsibilities:

1. Deliver work within the estimated timeframe, barring unforeseen delays.
2. Notify the Client of any significant delays or issues.
3. Provide updates upon request.

3. Revisions & Edits

- 3.1. Two (2) rounds of minor revisions are included per commission.
- 3.2. Additional revisions may incur extra fees.
- 3.3. Major changes to the base design may require renegotiation of pricing and deadlines.

4. Delivery & Deadlines

- 4.1. Estimated turnaround times are provided in the **Pricing Structure**.
- 4.2. Rush services are available at an additional cost.
- 4.3. Delays caused by the Client (e.g., late feedback) may extend the delivery time.
- 4.4. The Artist reserves the right to extend deadlines due to unforeseen circumstances (e.g., illness, technical issues).

5. Payment & Refunds

- 5.1. Full payment is required upfront unless a payment plan is negotiated.

- 5.2. Payments are non-refundable once work begins.
- 5.3. Partial refunds for unfinished work are at the Artist's discretion.
- 5.4. If the Artist cancels the commission, a full refund will be issued.

6. Intellectual Property & Usage Rights

6.1. Personal Use License (Included by Default):

- 1. The Client may use the model for personal, non-commercial purposes.
- 2. Redistribution, resale, or commercial use is prohibited.

6.2. Commercial License (Additional Fee):

- 1. Allows monetized use (games, merch, Patreon, etc.).
- 2. Resale of the 3D file itself is prohibited unless otherwise negotiated.
- 3. Excludes use in NFTs, AI projects, or unauthorized redistribution.

6.3. Full Copyright Transfer (Buyout):

- 1. Grants the Client exclusive ownership of all rights to the model.
- 2. Requires a separate agreement and additional fee.

6.4. The Artist retains the right to display commissioned work in their portfolio unless otherwise agreed.

7. Design & Legal Compliance

7.1. The Artist reserves the right to modify designs to ensure compliance with intellectual property laws.

7.2. Final models are inspired by, but not direct copies of, copyrighted/trademarked properties.

8. Cancellation & Disputes

8.1. The Client may cancel before work begins for a full refund.

8.2. If work has started, refunds are at the Artist's discretion.

8.3. Disputes will be resolved through mutual discussion; chargebacks without prior communication may result in legal action.

9. Limitation of Liability

9.1. The Artist is not liable for any indirect damages arising from the use of commissioned work.

9.2. The Client assumes responsibility for ensuring the model meets their intended use case.

10. Amendments

10.1. These terms may be updated periodically. The version at the time of commission applies.

By commissioning the Artist, the Client acknowledges they have read, understood, and agreed to these Terms of Service.

For pricing details, refer to the **ProxyBrewer 3D Commission Pricing Structure**.

Last Updated: 23-5-2025