ARTWORK BUNDLE PERMISSIONS

for the Artwork Bundles & Aesthetic Bundles of Dezy Delaceur

Please note that the terms within my Artwork Commission Contract, which is available for download on my website and as an included downloadable document with your purchase of an Artwork Bundle or Aesthetic Bundle, are applicable to you from the moment of purchase. Please read through the Artwork Commission Contract thoroughly to understand the terms and conditions of the goods you have just purchased. My Artwork Commission Contract may be referenced throughout this permissions Document.

AGREEMENT AND ACCEPTANCE TERMS: This document ("Document") is a legal extension of my Artwork Commission Contract ("Contract"). The terms and conditions within this Document and Contract are entered into and agreed upon by Dezy Delaceur ("Dezy Delaceur", also referred to as "I", "me", and "my" throughout this Document and Contract) and the client ("Client", also referred to as "you" and "your" throughout this Document and Contract) upon receipt of payment in exchange for access to the specific file downloads which are outlined in the description of the particular Artwork Bundle listing or Aesthetic Bundle listing which payment has been made for. In making this payment, the Client agrees to the terms and conditions outlined in this Document and Contract in their entirety, regardless of whether the Client has fully read or reviewed the Document and Contract. This payment constitutes the Client's acceptance of the terms outlined in this Contract, effective immediately upon completion of the checkout process and receipt of payment. Payment receipts will be retained as part of Dezy Delaceur's records and serve as proof of the Client's acceptance of the terms within this Document and Contract and as proof of the monetary transaction. Once again, this Document and Contract applies to all Clients upon the occurrence of the applicable payment terms outlined above, regardless of whether or not the Client has reviewed the terms in detail. It is strongly recommended that the Client thoroughly read and understand the terms of this Contract prior to making any payment.

With that legalese out of the way, I have written this Document to be as straightforward and easy-to-understand as possible. Should further clarification be needed regarding any of the terms outlined in this Document, please do not hesitate to contact me dezydelaceur@outlook.com. My office hours are Monday through Friday, 10 AM to 6 PM CST, excluding holidays and Wiccan sabbats. I aim to respond to all communications within 24 business hours of receiving them, though responses may be slightly delayed during my busier periods. Currently, this email address is the best way to contact me, so please avoid using social media for this purpose. Communication through social media may be extremely delayed.

About my Artwork Bundles

Artwork Bundles and Aesthetic Bundles (referred to collectively as "Artwork Bundles" throughout the remainder of this Document) are collections of premade artwork and design materials, commonly – but not always – clip art, emotes, and branding material. Upon purchase of an Artwork Bundle, you receive access to download all files outlined within the listing as well as a copy of my Artwork Commission Contract and my Artwork Bundle Permissions Document. The prices of Artwork Bundles are flat rate, run cheaper than custom commissioned pieces, and are delivered digitally only.

The files you have downloaded upon purchase of an Artwork Bundle are for <u>personal use only</u> unless you have purchased a <u>Commercial License</u> with it. A Commercial License will cost you an additional \$300 for each bundle. Note that this is an extremely discounted rate compared to custom commission licensing, as you would be paying \$300 per piece in the case of a custom commission.

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Artist/Writer Copyright & Permissions

In many jurisdictions, including the U.S., copyright protection begins the moment a piece is fixed in a tangible medium of expression, meaning it is saved in a form in which it may be perceived or reproduced. When a piece of artwork is created in physical or digital format, the artist who created it is automatically given exclusive rights to the piece the moment it is created by that artist. This means that the artist has the sole exclusive right to display, distribute, reproduce, and create derivative works based on that piece however they see fit.

Whether you have purchased an Artwork Bundle for personal use or you have purchased a Commercial License to use your Artwork Bundle for commercial use, I, as the artist, will retain these rights. Much – if not all – of the work I create for my Artwork Bundles will be displayed on my website galleries and on my social media platforms (such as DeviantArt, Tumblr, YouTube, etc.) which I display my artwork and writing. I may also use any of the material from my Artwork Bundles for others projects and designs that I create.

Client Usage Permissions

You may use the artwork you received from purchasing an Artwork Bundle for personal use (i.e. social media or website branding, stream or Discord emotes, home décor, non-profit design materials, etc.) – that is, any way that does not have the potential to benefit you financially. Wherever you decide to utilize my Artwork Bundle materials, credit by name (Dezy Delaceur *or* Dezydration), via a link to my website (Dezydration.com), and/or a tag of my official social media page (social media links may be found at the end of this document) is greatly appreciated, but not required.

If you wish, however, to use the Artwork Bundle materials for commercial use (i.e. merchandise design, other for-profit design material, etc.) - that is, any way that <u>does have the potential to benefit you financially</u> - you <u>must</u> purchase a Commercial License. Please note that this Commercial License is <u>not</u> for exclusive rights to the materials. Anyone may choose to purchase an Artwork Bundle after your purchase.

<u>In all cases</u>, when sharing any artwork I have created physically or online, you may <u>never claim credit</u> for the artwork I create, and you may <u>never remove my signature</u> which I have placed on my artwork. In addition, you may <u>never alter my artwork in any way</u>. The latter is to prevent potential future clients from assuming that an altered piece of my work is the result of my original work.

On Commercial Licensing

If you have purchased a Commercial License, you will receive a written document via email certifying your right to use the associated Artwork Bundle for commercial use. If you are uncertain about needing a Commercial License at this time, you may feel free to reach out to me via email about purchasing commercial licensing for an Artwork Bundle at any time after your initial purchase. Please note that, in order to fulfill commercial licensing at a later date, you must be able to prove purchase of the Artwork Bundle via proof of receipt, proof of identity, or any other proof of purchase I may require at that time.