**The Watercolor Manuel - Terms of Service**

**1. Acceptance of Terms**

By accessing and using www.thewatercolormanuel.com (the "Website"), you ("you" or "the Customer") agree to be bound by these Terms of Service ("Terms"). If you do not agree with any part of these Terms, you must not use this Website.

**2. Services Offered**

www.thewatercolormanuel.com provides custom artwork services, including but not limited to [list specific types of artwork, e.g., digital portraits, pet illustrations, landscape paintings]. The specifics of each commission, including size, medium, subject matter, and style, will be agreed upon between you and The Watercolor Manuel ("the Artist").

**3. Ordering and Payment**

* **Commission Process:** To commission artwork, you must place an order for an item on [www.thewatercolormanuel.com](http://www.thewatercolormanuel.com), and email any special requests or reference images to michelle@thewatercolormanuel.com.
* **Payment:** Full payments are collected when you place your order.
* **Payment Methods:** We accept all major credit cards.
* **Pricing:** Prices are subject to change without notice.

**4. Revisions and Approval**

* The Artist will communicate with you regarding the creative vision and any design elements you’d like to include in the artwork.
* Major changes to the original commission request after the initial sketch or progress stage may incur additional charges.

**5. Delivery and Shipping**

* **Digital Artwork:** Digital artwork will be delivered electronically via email.
* **Physical Artwork:** Physical artwork will be shipped to the address provided by you. Shipping costs are calculated at time of checkout.
* **Delivery Time:** Estimated delivery times are provided as a guideline and are not guaranteed. Delays may occur due to unforeseen circumstances.
* **Risk of Loss:** The risk of loss or damage to physical artwork passes to you upon delivery to the shipping carrier. However, if damage occurs during shipping, Artist will attempt to right the situation.

**6. Copyright and Usage Rights**

* The Artist retains all copyrights to the artwork, including the original concept, design, and final product.
* Upon full payment, you are granted a non-exclusive, personal-use license to display the artwork.
* Commercial use, reproduction, or distribution of the artwork without the Artist's express written permission is prohibited.
* The artist reserves the right to display the artwork on their website, social media, or portfolio unless otherwise agreed upon in writing.

**7. Refunds and Cancellations**

* Payments are non-refundable.
* Cancellations after the commencement of work may result in partial or full forfeiture of the total payment, depending on the stage of completion.
* Refunds for completed artwork are not offered unless the artwork is significantly different from the agreed-upon specifications.
* Damage during shipping of physical artwork will be handled on a case by case basis.

**8. Customer Responsibilities**

* You are responsible for providing accurate and complete information for the commission.
* You are responsible for ensuring that any reference images provided do not infringe on any third-party copyrights.
* You agree to communicate promptly and respectfully with the Artist.

**9. Limitation of Liability**

* The Artist is not liable for any indirect, incidental, or consequential damages arising from the use of this Website or the artwork.
* The Artists maximum liability is limited to the amount paid by the customer for the specific piece of artwork.

**10. Changes to Terms**

* The Artist reserves the right to modify these Terms at any time. Changes will be posted on this Website.
* Your continued use of the Website after any changes constitutes acceptance of the revised Terms.

**11. Governing Law**

* These Terms shall be governed by and construed in accordance with the laws 1 of Texas.

**12. Contact Information**

* For any questions or concerns, please contact michelle@thewatercolormanuel.com.