

Terms and Conditions

1. Introduction

Welcome to **Paint From Pix** ("the Service"). By commissioning a custom artwork through our website, you ("the Customer") agree to abide by the following terms and conditions. Please read them carefully before proceeding with your order.

2. Copyright and Rights to Use Submitted Photographs

2.1 The Customer warrants that they either own the copyright to the submitted photograph(s) or have the legal right to allow the artist to use and reproduce the image for the purpose of creating a commissioned artwork.

2.2 The Customer indemnifies and holds harmless the artist from any claims, damages, or legal action arising from copyright infringement in the event that the submitted photograph(s) breach third-party rights.

3. Grant of Usage Rights to the Artist

3.1 By commissioning a custom artwork, the Customer grants the artist an irrevocable right to use images of the completed artwork in the artist's publicity, marketing, and promotional materials, including but not limited to social media, websites, and print advertisements, even if the Customer has only paid a deposit and not the full amount.

3.2 The artist will not use the Customer's original submitted photograph(s) for any purpose other than creating the commissioned artwork.

4. Payment Terms

4.1 A non-refundable deposit is required upon commissioning the artwork.

4.2 The remaining balance must be paid in full before the artwork is delivered to the Customer.

4.3 If the Customer fails to pay the remaining balance within six (6) weeks of notification that the artwork is complete, the artist retains full ownership and rights to the artwork.

4.4 At the artist's sole discretion, the Customer may be allowed to settle the balance at a later date to receive the artwork.

5. Delivery and Approval of the Artwork

5.1 The artist will deliver the commissioned artwork only after the full balance has been paid.

5.2 If the Customer does not approve the final artwork, they are not required to make any further payment beyond the non-refundable deposit.

5.3 The artist may consider making alterations to the final artwork for an additional fee to be agreed upon by both parties.

6. Limitation of Liability

6.1 The artist is not responsible for any dissatisfaction arising from subjective preferences regarding the final artwork.

6.2 The artist's total liability under these terms shall be limited to the amount paid by the Customer for the commissioned artwork.

7. Amendments and Governing Law

7.1 These terms and conditions may be updated at any time without prior notice.

7.2 These terms shall be governed by and construed in accordance with the laws of **England and Wales**, and any disputes shall be subject to the exclusive jurisdiction of the courts of **England and Wales**.

By commissioning an artwork, the Customer confirms that they have read, understood, and agreed to these terms and conditions.