

Kineia3's Terms of Service

Last updated: 7/3/25

By commissioning me, "Kineia" or "Kineia3", you automatically agree to the terms of service stated below. Different terms may be arranged between the artist, me, and client, the commissioner, prior to commissioning.

General Terms

- Client must provide a clear, visual reference.
 - Written or unclear references will generally not be accepted.
 - Art can be used as a reference if it shows the colors and markings of the character clearly
 - Character will be drawn as is in the reference, changes are not made for missing or unclear markings in the reference. This includes making design changes during the commission, unless previously agreed upon.
- I generally do not accept rush or priority commissions given that commissions are completed in the order I choose, usually in the order payment is received. *However*, I may consider rush or priority commissions for an additional price, depending on the commission
- I reserve the right to refuse or cancel a commission at any time.
 - Circumstances such as my own inability to complete a commission due to health, work or family situations will generally result in a refund being offered. The refund may be full or partial depending on the work already completed.
- Client may cancel a commission at any time.
 - A full refund will be given if canceled before the sketch phase.
 - A refund equal to the amount paid minus the value of the artwork completed will be given if canceled at an intermediate step. If progress has started on a step, even if it is not finished, that step may be included in the amount non-refundable.
- I will NOT draw:
 - Hate speech or propaganda, offensive language or symbolism
 - NSFW art or themes of underage characters or realistic animals
 - At this time I am not comfortable drawing alcohol, drugs/bongs, etc. I WILL draw hormone injections/patches!
- Inappropriate behavior and rudeness are not accepted and may result in commission cancellation and/or blacklisting.
- Filing a chargeback will result in blacklisting. If you believe I have scammed you, please discuss with me first.

Payment and Process

- Commissions must be paid in full upfront, unless a payment plan is agreed upon, or the commission is put on a waitlist, in which payment will be taken when I am able to start working.

- For payment plans, they must be discussed beforehand. In most cases it will be a 50/50 plan, with the first payment non-refundable and work starts after the second (complete) payment.
- USD is accepted by CashApp or through Kofi (PayPal or Stripe/card).
- Client will receive a rough sketch of the pose/expression after payment. In rare cases such as the commission being waitlisted or when I am unable to provide relevant examples, a sketch may be sent before payment
- If payment is not received, client cancels the commission, or the sketch is not approved, I reserve the rights to reuse or repurpose unused sketches into a YCH, future commission, personal art, etc.
- WIPs will be sent at the sketch stage for approval.
 - Other WIPs may be sent, such as at the coloring stage, but are not guaranteed unless previously agreed upon.
- Turnaround time for a commission varies, and may take up to 2 months depending on factors such as work or family issues, health, complexity, or length of queue.
 - If for any reason above the commission cannot be completed, client will receive a refund in full or partial, depending on the work completed.
 - Certain commissions such as rendered painting may take longer than standard TOS - I will do my best to keep each client updated in advance if I expect the commission to take longer
 - I generally try to give an update every 2 weeks, either with an art WIP or when I'm able to start work again if something has come up
- Once a sketch is approved, only changes as a result of mistakes of the artist, such as incorrect colored markings that are clearly shown in the reference, are allowed
 - Changes for other reasons, such as wanting a different outfit or background that was not initially agreed upon, may or may not be made at an additional cost

Copyright and Usage

I, the artist, retain rights to the drawing or image commissioned. I will not own or gain rights to the character depicted.

I may:

- Use the finished artwork or progress images/WIPs to promote myself, including posting on social medias or displaying in galleries or portfolios of my work.

You, the client, retain rights to the character depicted.

You may:

- Use the finished artwork for personal use, including profile pictures or banners/signatures. If when you use this artwork the signature is not visible, credit must be written elsewhere, such as "profile picture by kineia3" in your bio.
- Make prints, stickers, shirts, etc for personal, non-commercial use.

- Print or post the art on social medias with proper credit to the artist (“kineia3”). You will be provided a version with my signature “@kineia3” on it, this is the version you are allowed to share.

You may NOT:

- Use any of my artwork for generative AI or photobashing
- Use the artwork commercially or make money off of it (such as selling stickers or prints of the artwork)
- Use the artwork in public fanfiction, comics, etc without prior consent.
- Take credit for creating the artwork or otherwise not give credit to the artist.
- Remove any signature or watermark on the piece.
- Make edits, changes, or otherwise alter the art without my consent.
 - This includes drawing changes yourself, having another person make edits, or using this image for AI generation.
- Trace or heavily reference my artwork to pass it off as your own

Adopts and Character Designs

- You may edit or alter the design.
- You may not resell the design for more than it was purchased for, unless it is sold with extra art (including writing/lore) or items.
- You may not use the design for commercial use, unless previously agreed upon by me.