

GoldenError404s Art Commissions/Trades

[Trade rules](#)

IF SOMETHING IS STRUCK OUT IT IS NOT AVAILABLE

Before you order, please make sure to have read my [Terms of Service](#)! This information is NOT applicable for commercial work, therefore the art can only be used for the client's **personal purposes**.

Things that might increase the price are complex character designs, number of characters, not being able to provide a good visual reference, complex backgrounds and amount of detail in the image in general.

[Simple TOS](#)

[I. GoldenError404 \(the artist\):](#)

[I reserve the right to cancel and refund the order at any time for any reason.](#)

[I retain all copyrights over the commissioned artwork.](#)

[I will NOT claim the intellectual property \(IP\) of the commissioned artwork.](#)

[I will NOT profit further from the commissioned artwork unless you \(the customer\) break any of the terms.](#)

[I reserve the right to post the commissioned artwork online, in my portfolio as well as in publications such as art books.](#)

[You \(the customer/commissioner\):](#)

[You may upload the commissioned artwork on any website and social channels.](#)

[You may NOT make profits from the commissioned piece \(reselling, redistributing, uploading to POD-services, make prints, etc.\)](#)

[You may NOT alter the commissioned artwork without my \(the artist's\) consent.](#)

[You MAY be allowed to sell the artwork if it is a part of an Adoptable. Please discuss this with me prior to paying for the artwork.](#)

[You retain the rights to the intellectual property \(IP\).](#)

[You may NOT use the commissioned artwork for commercial purposes. The license to the commissioned artwork may be purchased at any point - contact me for info](#)

Full Terms of Service

1. GENERAL TERMS

All drawings may or will include a subtle sign that you may not remove.

I might record the drawing process and post it on my socials
Prices are subject to change based on demand.

I have the right to reject any order that I do not feel comfortable drawing for any reason.

2. PAYMENT

Currency accepted is USD and can be paid through Cashapp, Ko-Fi, or through Discord Nitro

Commissions must be paid 100% upfront

Don't send me any payment before I have agreed to give you a slot and requested you to send me the payment.

3. PROCESS AND DELIVERY

I will notify you when I have started on your commission and you, therefore, lose the rights to a refund (see point 7 further below for more info on refunds)

While I'm working on your commission I will make reviews with you to make sure I make it just right for you!

The amount of reviews depends on the complexity of the work.

During the reviews, you will see work-in-progress and these images will usually include a watermark and be smaller than the finished piece.

The time it takes to finish your commission varies 1 week - 3 months depending on factors such as health, the complexity of the commissioned piece, other work and con seasons.

If anything comes up that will slow the progress of the initially estimated delivery time I will let you know asap.(a refund offer will be extended if an excessive delay occurs)

Once the piece is finished you will receive the full image along with a web-friendly size(only digital). Note that there is no physical product for digital orders.

4. REVISIONS

You get 3 rounds of changes on the commissioned piece included in the price.

A fee will be added if you want something changed on the final drawing - unless a misunderstanding from my side has been made.

If you wish for me to change something in the drawing you have previously approved, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make and is usually based on an hourly wage.

If your reference is unclear to start with changes will come at an extra charge.

5. COPYRIGHT / USAGE POLICY

I, GoldenError404, claim the rights to the produced drawing, not the buyer. Therefore I am allowed to use the copyrighted artwork to:

Promote myself with it everywhere

Publish books with it (artbooks, etc.)

Display it everywhere to my liking (website, social media, etc.)

Post it wherever I want

The buyer is allowed to:

Use the commissioned piece for personal use unless agreed otherwise (you can upload it on all your social media profiles, forums, etc.)

Print the artwork and claim the character(s) as their own, but not the artwork itself.

Use the artwork on their Youtube/Twitch channel and in monetized videos as long as the artwork itself is not the main subject for the earnings.

The following is considered copyright infringement:

Reproducing/using the copyrighted artwork commercially - means making money off it in any way.

Claiming the artwork as your own

Removing my signature from an artwork

Altering the artwork without my consent

I reserve the full rights to the image and it's use/distribution unless otherwise agreed upon (rights to the image for your own non-personal use may be purchased at any time).

6. CUSTOMER SATISFACTION

I will do everything I can to make my customers happy!

If you have a problem with anything in regards to the commissioned piece please tell me right away so we can find a solution together.

7. REFUND / CANCELLATION POLICY

The buyer is not allowed a refund once I started working on the commission.

If for any reason I am unable to start your commission you will receive a full refund.

If you cancel your order before I started it, you can get a full refund.

If you are getting a refund I will transfer the money back to you myself.

If you request a Cashapp chargeback at any point when you were not allowed to ask for a refund you will lose all beforementioned rights to the commissioned piece and I will have the full right to profit further from it in any way. I will decline the chargeback and supply Cashapp with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted for commissioning me again.

If the buyer breaks any of the points stated above they will lose all the beforementioned rights to the artwork commissioned by me, GoldenError404, and I will have the right to profit further from the commissioned artwork in any way I see fit. If you have a problem with any of these statements, they may be changed if discussed with me prior to paying your commissioned piece.

What do you get?

Drafts/mockups that you must decide which one I should continue with (depending on the complexity of the commission there might be fewer or more drafts)

Sketch and/or final sketches that you must accept before I continue the work

Insight and involvement in color plan (depending on the complexity of the commissioned piece)

Full-resolution file of the final drawing and a smaller version for internet upload. Final file formats are usually PNG.

Art-Trade Rules

1. Trade Equality:

All art trades shall involve an exchange of artwork of equal weight and effort.

Participants shall mutually agree upon the type and complexity of the artwork to be traded, ensuring a fair and balanced exchange.

For instance, a pencil sketch should be traded for a pencil sketch, and a full shade drawing should be traded for a full shade drawing.

2. Effort and Quality:

Participants expect that the effort and quality put into their own artwork will be reciprocated by the other Participant.

Art-Trade Requests should generally be reasonably simple and within the skill level of the artist.

3. Cancellation and Alternative Options:

Complex or highly detailed requests may be declined, unless the artist is exceptionally talented or their work is highly admired by the other Participant.

If a Participant's requested artwork is deemed too complex for an art trade, the request may be declined, and the Participant may be advised to commission the artist instead.

If a requested artwork for an art trade is considered too complex, the artist reserves the right to cancel the trade request. In such cases, the Participant will be informed and encouraged to consider a commission arrangement instead.

A little about the artist

I'm an artist, streamer, and actor with a passion for bringing creativity to life. I love immersing myself in different artistic mediums, whether it's through painting, acting in front of the camera, or entertaining my audience through live streaming. I also greatly enjoy music, D&D and researching. I enjoy delving deep into various subjects, expanding my knowledge, and

discovering new ideas. Obsidian.MD has become my go-to tool for organizing my research and thoughts, helping me bring my creative endeavors to new heights.

