

Plague Moss Commission TOS

Instagram & Twitter - PlagueMoss

Discord - PlagueMoss#6391

By commissioning me, you are stating that you have read and agreed to these terms.

Basic ToS:

- Full payment is expected upfront
- Paypal, Venmo, or CashApp only for USD payments
- Do not send money until I have agreed to take the commission
- Commissioner can re-upload the image so long as proper credit is given
- Artwork cannot be claimed as your own creation
- Artwork purchased for personal use cannot be used commercially
- I post a lot of the art that I do to my socials. If you would not like your commission posted, please discuss it with me before I start your commission
- Refunds given based on how much work is done. Read below for further clarification.

BY ORDERING ANY NSFW/18+ ART YOU ARE AGREEING THAT YOU ARE 18 OR OLDER.

In Depth ToS:

SECTION I. IMAGE COPYRIGHT

Personal Use Commission

I, the artist, retain full and exclusive rights to the original artwork. The client may not claim it as their own creation or use it for anything other than personal use.

All personal use commissioned artwork is for noncommercial purposes only.

Redistribution of my artwork for use in printed merchandise or as promotion of goods is prohibited. If you have any questions about this, ask me before commissioning me.

Prohibited Actions

Altering my artwork in any way without asking for permission beforehand, with the exception of cropping/resizing the image for an icon or other use.

Use my artwork as references for your own, whether tracing or re-purposing parts of the image.

Claiming the artwork as your own creation.

If these terms are broken, you will be privately blacklisted from commissioning me.

Reuploading/Proper Credit

If the commissioner wishes to reupload the art they may as long as proper credit is given, and my watermark/signature remains intact and unedited. Proper credit consists of either a link to one of my socials, tagging me in the description, or mentioning my socials if it's reuploaded to a platform I am not on (e.g. "Art by PlagueMoss on Twitter/Instagram")

Commercial Use Commission

When purchasing a piece for commercial use, you will own the rights to the piece and may use it in whatever way you want

Reupload/Proper Credit

The commissioner may repost or use the artwork wherever, and however they see fit. Commercial art does not have watermarks/signature, and credit is appreciated, but not required or expected

Editing Art

If any major edits are made to the art by the commissioner, do NOT credit me as the artist

SECTION II. PAYMENT INFORMATION

I accept payment in USD. All USD payments will be taken via Paypal, Venmo, or Cashapp. You will be given 24 hours to pay after a quote is given. Non-payment within 24 hours will result in the commission being cancelled. I will not start your commission until this point, and this period of time will not count towards the time estimate you were given.

It is the commissioner's responsibility to tell me when the payment has been sent. Sometimes a payment will not fall through and I won't know about it. If you fail to tell me that you've sent the payment within 24 hours - and I know I absolutely haven't received the payment - then the 24 hour payment term applies to you.

Refund Policy

If the commission is cancelled by the client before work has started, the client will receive a full refund.

If the client cancels the commission during progress, the amount refunded will be on a case-by-case basis and up to the artist's discretion. I do have a rough basis for refunds:

Sketch: 80%

Line Art: 50%

Flat Color: 0% (Unless shading was included in the commission, then 15%)

No refunds will be given for completed or nearly completed commissions.

The artist reserves the right to cancel a commission at anytime, for any reason, and without explanation.

If I cancel the commission due to my inability to complete it at any state, a full refund will be given.

SECTION III. CONTACT AND COMMUNICATION

Discussion of commissions can be conducted via Twitter DMs, Instagram DMs, or Discord Chat

Visual Reference Guidelines

Client must provide at least one clear and concise visual reference; please supplement the visual reference with any important information I may need to know to correctly draw the character.

If you link to a gallery of your character's artwork, I cannot promise your design will be done with 100% accuracy. Design interpretations may be inconsistent between images and lessen my ability to accurately draw your character. Shading on potential pieces will also play a part in this.

SECTION IV. WILL/WON'T DRAW

Below is a general guideline for what I will or will not draw. Please keep my art style in mind when ordering; my forte is anthro mammals and feral cats. Things outside my comfort zone might not be as high of quality as something I am used to doing.

⚠ = case by case basis. I may be able to do some, but not all creatures in this category

Allowed Content

Ferals

Anthros

Most (Feral) Original Species

Semi-NSFW

⚠ Monsters

Pokemon

⚠ Complicated Designs

Humans

Humanoids

⚠ Masks

Disallowed Content

Mecha

Armor

Characters intended to be or appear underage in any sexual or suggestive context.

Any sort of hateful content, such as racism, transphobia, homophobia, and characters with Nazi/Soviet/etc. imagery or paraphernalia.

You must be over the age of 18 to commission adult content. I am a United States citizen and abide by United States laws. Breaking this rule is extremely serious and will result in blacklisting/blocking on all social media, email, and any other means of contact. By ordering anything 18+/NSFW you are agreeing that you are at or above the age of 18.

SECTION V. WORKFLOW PROCESS

I work best when given some artistic freedom to create an image based on the characters you provide. I am happy to match a scene or pose that you have in mind, but please allow and expect some variation.

Estimated date to completion.

If there are any delays in completion of a commission, I will personally notify the customer. Completion of most commissions are generally estimated to take no more than roughly 1 to 2 weeks. If for any reason I cannot complete a commission within 90 days of ordering, I will issue a full refund.

Works in Progress (WIPS). Certain commission types may or may not include a sketch approval stage. I will send any wips to the commissioner wherever we were previously talking (DMs, discord, etc). Progress will be paused until the sketch is confirmed.

Revisions and edits.

If the commission type includes a sketch approval stage, any major changes or revisions must be made at this stage; this includes any significant changes to a character's pose or body shape, or redrawing parts of the image.

After the sketch has been approved, no major edits or changes will be made. If the commissioner requests additional edits after the approved sketch, a price for the edits may be discussed.

If I, the artist, make any errors in the character design, accessories, or any other visual elements specified in the provided visual references, I will make these edits at no additional cost.

If you do not want me to post your commission online, you must tell me when you order.

Thank you for your interest in my artwork. Please don't hesitate to ask any questions!

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This TOS may be subject to change at any time without notice. Changes will not be applied retroactively.

Credit to PRINXE PERIER on DA for the amazing TOS template and terms.