

Azure-Sketch Commissions Terms of Service

For additional information or clarification, please contact me at any of the following resources:

Discord - azuresketch || [Twitter](#) || [Toyhou.se](#)
Prices and Examples can be found [here!](#)

. . . . ★ ★

By commissioning me for artwork, you are stating that you have read and agreed to the terms as they are described below.

These Terms of Service are not permanent and are subject to change.

. . . . ★ ★

Basic Terms of Service

While you *may* only read these, I highly recommend that you read the in-depth version so that we have a mutual understanding of the guidelines I have laid out here. These are put in place for both the benefit of myself (hereafter referred to as The Artist) and the client.

- **Payment is accepted in USD only and MUST be made within 48 hours of the initial sketch being shown (unless extensions are granted, please refer to the In-Depth Terms of Service).**
- **The Artist retains the rights to the original artwork.**
- **Refunds ARE given based on the amount of work that is done. Please read below for further information.**
- **By ordering any content that is considered NSFW/18+, you are agreeing that you are 18+ years of age.**
- **The Artist retains the right to inform others in the art community about prohibited behaviors as detailed in the In-Depth Terms of Service.**

. . . . ★ ★

In-Depth Terms of Service

Section I. Image Copyright & Rights

1. The Artist retains full and exclusive rights to the original artwork.

The client may not claim the art as their own or use it for anything other than personal use (unless a commercial licensing fee has been paid). Additionally, The Artist retains the right to use the commission as an example for future work unless otherwise stated by the client *prior* to artwork being created.

2. Commercial Licensing for Commissioned Artwork

If the client wishes to use the commissioned art to be printed on or used for merchandise of any kind (excluding Non-Fungible Tokens, or NFTs, and A.I. Art Generation Websites), they **MUST** ask the permission of The Artist and mention it *PRIOR* to the commission being started. Additionally, any and all posts, products, or other types of promotional material created using the commissioned artwork **MUST** be credited back to The Artist in each post containing it.

- The commercial licensing fee will be 50% of the final cost of the commission, which is calculated before payment is requested.
- Any commissions with a commercial licensing will receive a document (digitally signed by both The Artist and the client) confirming the agreement between them as well as the payment of the commercial licensing fee.
- Artwork that is Not Safe for Work (hereafter referred to as NSFW) is not eligible to receive a commercial licensing.

3. Conditions for Reposting Commissioned Material(s)

The client may post the completed artwork wherever they please, so long as proper credit is given (e.g., a link to The Artist's social media accounts/commission information) and that the watermark in the image remains intact and unaltered in any way.

4. Prohibited Actions and Behaviors

- A. Altering The Artist's work in any way without explicit permission given beforehand, excluding cropping and/or resizing an image for an icon or other/similar uses.
- B. Heavily basing your own artwork on the Artist's, whether it consists of tracing directly from the commissioned image, repurposing parts of the image, or other/similar uses.
- C. Claiming the artwork as your own creation or posting it without proper credit to The Artist.

5. Any designs or new characters originally created by The Artist MUST be properly credited where they are used.

All designs that are created by The Artist **MUST** have at least their initial new artwork credited to The Artist for the original design (e.g., Toyhou.se's Feature "On-Site/Off-Site Creator"). Failure to do so is a violation of the Terms of Service.

Section I. Image Copyright and Rights (cont.)

- 6. Violations of these terms will result in being permanently blacklisted from commissioning The Artist in the future.**

Additionally, The Artist reserves the right to raise awareness to other members of the art community as deemed necessary. This may be in the form of a post to The Artist's social media accounts, a message in multiple Discord art servers, etc.

Section II. Payment Information

1. The Artist accepts payment in United States Dollars (hereafter referred to as USD) via PayPal, CashApp, or Ko-fi only.

All payments will be received in the above-mentioned methods only. Other forms of online currency, *including but not limited to...*

- A. Discord Server Currencies
- B. Cryptocurrency of Any Kind
- C. “Shout-Outs” on Social Media
- D. Etc.

... are NOT proper methods of payment and as such will NOT be accepted in any way, shape, or form.

2. Payment Methods & Processing

A. All payments made via PayPal will be processed via PayPal invoices. These are used to ensure The Artist’s security in processing transactions for finished artwork.

B. All payments made via CashApp will be processed in the app. In this case, the following MUST occur:

i. A screenshot MUST be sent to The Artist providing proof that funds have been sent.

ii. The client’s CashApp username MUST be disclosed.

iii. The Artist will send a screenshot in return providing proof that the funds have been received.

C. All payments made via Ko-fi will be processed via Ko-fi’s website and commission widgets.

3. The client will be given 48 hours to pay the full price of the commission after a sketch has been completed.

This informs The Artist that the client is ready to proceed with the remainder of the work needed to complete the commission. *Non-payment within 48 hours of receipt of the sketch will result in the commission being canceled.*

4. It is the client’s responsibility to inform The Artist of when payment, regardless of method, has been sent.

There are some occasions where a payment will not go through on certain platforms for a variety of reasons, either through the fault of the platform or an error on either The Artist’s or the client’s end. *If the client fails to inform The Artist of the payment being sent within 48 hours and it is apparent that funds have not been received, the previous 48-hour term applies, and the commission will be canceled.*

Section II. Payment Information (cont.)

5. Extension Policy

If an extension to the 48-hour rule for payment is needed, the client is required to communicate this information with The Artist PRIOR to the commission being started. The extension guidelines are as follows:

- A. An extension of up to 7 days MAY be requested by the client and MUST be discussed with The Artist to determine an appropriate number of days needed. These are determined on a case-by-case basis, but must ONLY be up to 7 days (9 days after the final sketch is approved by the client).
- B. If an extension is granted, The Artist will accrue \$2.50 USD fee per extra day past the initial 48 hours after a payment is initially due, up to a total of \$17.50 USD. These late fees are *NOT* eligible for a refund.
- C. If the payment is not submitted after the granted extension, The Artist reserves the right to cancel the commission, use the completed work for other artistic purposes, and take any action deemed necessary as described in Section I.

6. Refund Policy

The Artist's refund policy is as follows:

- A. If the commission is canceled (by The Artist or the client) *before* the Linework phase of the commission is completed, the client will receive a 50% refund, EXCLUDING any fees that are the result of an extension.
- B. If the client cancels the commission during the progress of the artwork, the amount will be refunded on a case-by-case basis and is up to The Artist's discretion. In general, however, the outline is as follows:
 - i. Sketch: 50%
 - ii. Linework: 30%
 - iii. Line & Flat Color (with Shading): 15%
 - iv. Line & Flat Color (without Shading): 0%
- C. No refunds will be given for completed or near-completed commissions.
- D. The Artist reserves the right to cancel a commission at any time, for any reason, and without explanation.
- E. If The Artist fails to complete the commission within 30 days of the initial payment being sent, a full refund will be issued, no questions asked.

Section III. Contact and Communication

1. Commission Discussion Guidelines

Initial contact with The Artist **MUST** be made through any of the following methods, listed in order of most likely to respond:

- A. Discord - Azy   #8455
- B. [Twitter](#)
- C. [Toyhou.se](#)

The Artist may accept contact via other means but is less likely to investigate inquiries if not contacted by the methods above. The Artist reserves the right to move the conversation from one platform to another (e.g., from Twitter to Discord) for the sake of simplicity of communication.

Additionally, contact between The Artist and the client must be consistent and clear. If there is any point where a 72-hour window passes after The Artist messages the client and they have not responded, The Artist reserves the right to cancel the commission and repurpose any progress made for other artistic purposes, either personal or otherwise.

*Exceptions will be made to this rule on a case-by-case basis and **MUST** be clarified with the artist prior to discussing commission details. Some examples include, but are not limited to...*

- “I am out of town with my family/relatives/etc. and will not be online/able to check messages as often.” (Exceptions WILL be granted.)
- “I don’t check my messages often.” (Exceptions WILL NOT be granted.)

2. Visual Reference Guidelines

- A. The client **MUST** provide at least one clear and concise *visual* reference of the character(s) desired. Alongside this, please include any necessary information The Artist may need to know to correctly depict your character in the artwork.
 - i. These references **CAN** include those created on dollmaker programs (e.g., Gacha Life, DollDivine, etc.), but acceptability of the depicted character reference is up to the discretion of The Artist.
 - ii. Real-life photographs **CAN** be used as visual references if you are commissioning an artwork of a real person, such as a loved one or a family member. The Artist will **NOT**, however, accept real-life images of celebrities unless it is for a specific aspect of the drawing (such as a hairstyle or clothing design) that will be replicated in the artwork.

Section III. Contact and Communication (cont.)

- B. Providing The Artist with a wide range of artwork cannot guarantee that the character(s)'s depiction will be 100% accurate. While it does give a wide variety of material to reference from, interpretations between images may be inconsistent and as such may lessen The Artist's ability to show the character(s) to the client's preference. Shading on references may also impact this.
- C. If the client does not provide one image of the character(s) desired, The Artist cannot draw them and therefore will not accept the commission inquiry, even if the client has a very detailed description of what the character(s) is/are supposed to look like.

Section IV. Acceptable Content for Commissions

1. The following are very general guidelines for what The Artist will or will not draw for clients.

It is important to note The Artist's style when ordering a commission. The Artist's specialty lies in human(-oid) characters, so things outside of this niche may not be as high of quality. The Artist is willing to learn to draw things outside of this niche, but by proceeding with the commission, the client understands that it may be of a different quality than typical artwork produced.

2. Allowed Content

- A. Anthropomorphic Creatures (e.g., fursonas, object heads)
- B. Gore (to a degree, please communicate clearly with The Artist)
- C. Angels and/or Demons
- D. Monsters (case-by-case basis depending on the design)
- E. Fan/Self-Insert/OC Characters x Canon Characters (if they do not fall under disallowed content)
- F. Shipping Pairs (if they do not fall under disallowed content)
- G. Pokémon (case-by-case basis)
- H. Semi-NSFW and NSFW (will be posted to The Artist's NSFW Twitter account)

3. Disallowed Content

- A. Characters intended to be or appear underage in any sexual or suggestive content.
 - This includes characters that are supposedly very old but are depicted as childlike in attitude or appearance.
- B. Mecha/Robotic Characters (case-by-case basis, please ask The Artist)
- C. Extreme or Unsanitary Fetishes
- D. Any sort of shipping pairs (or groups) that are considered problematic or illegal.
 - This includes, but is not limited to...
 - o Adult (18+) characters/persons in relationships of ANY kind with minor (under 18) characters
 - o Bestiality or Zoophilia of ANY kind
 - o Abusive (physical, mental, emotional, and/or sexual) relationships of ANY kind
 - o Relationships between real people who are NOT in a relationship and have publicly expressed their discomfort with them (e.g., Septiplier, Egobang, etc.)
 - o Incestuous relationships (e.g., (step-)siblings, (step-)parent/child, etc.) of ANY kind

Section IV. Acceptable Content for Commissions (cont.)

- 4. By ordering any NSFW content, you are agreeing that you are 18 years of age or older.**

The Artist lives in the United States and as such abides by United States law. Breaking this condition of the Terms of Service is an extremely serious matter and will result in the client being blacklisted from commissions, blocked on all social media, email, and other means of contact as necessary.

The client will be asked upon inquiring for a commission to provide a censored photo ID that displays proof of age alongside a recent selfie. The necessary information includes a date of birth and any indicators on the photo ID that prove that it is genuine.

- i. As previously stated in Section I, Rule 6, The Artist reserves the right to raise awareness to others in the art community at large about the client's behavior via any means The Artist deems necessary.**

- 5. The Artist retains the right to incur an extra fee for any artwork containing NSFW content.**

The work that The Artist primarily creates is SFW (Safe for Work) that is intended for all audiences to view. Because of the nature of NSFW content, it cannot be created for audiences that are younger than 18. As such, The Artist retains the right to ask for an additional fee for any content that is meant to be NSFW.

- i. The NSFW fee will be between \$5 and \$10 USD, depending on the number of characters in the commission and the subject matter.
- ii. The Artist retains the right to refuse to draw NSFW content of a character for any reason.

By ordering anything 18+/NSFW, you are agreeing that you are at or above the age of 18 and within legal rights to send, receive, and obtain work of this nature.

Section V. Workflow Process

1. Estimated Completion Time

Most commissions ordered are generally completed within one to two weeks depending on both the type of commission ordered and offline factors. Due to The Artist working full-time (at least 32+ hours a week in The Artist's state), a certain date for completion cannot be guaranteed. If for any reason The Artist cannot complete a commission within 30 days of ordering, the client will be issued a full refund, no questions asked.

2. Works in Progress (WIPs)

Certain types of commissions may or may not include a stage that involves sketch approval. The Artist will send any WIPs to the client in messages on the platform of choice. Progress on the commission will be paused until the sketch is confirmed as acceptable and payment has been received.

3. Revisions & Edits

For all commissions, any major changes, revisions, or edits must be made at the sketch stage. This includes changes to the character(s)'s pose(s) or body shape(s), redrawing parts of the image, background details, etc. After the sketch has been approved and payment has been made, no major changes, revisions or edits will be allowed. If the client requests additional edits after the approved sketch stage, The Artist retains the right to ask for an additional fee for the edits made.

4. Posting the Finished Artwork Online

Upon completion, The Artist reserves the right to post the completed and watermarked image to select social media accounts and use it as an example for future commissions. If the client does not wish for the finished work to be posted online, it **MUST** be communicated with The Artist upon ordering. If the client fails to do so, The Artist retains the right to keep the posted work available to the public.

. . . . ★ ★

Thank you for taking the time to read my Terms of Service and expressing your interest in my artwork! Please feel free to ask me any questions that you may have!

Version: 2.0

Initial Creation Date: May 6, 2021

Last Updated: September 29, 2024

Commission ToS Changelog

September 17th, 2022 -----

- Edited language of ToS
- ~~— Added clarification of commercial use (Section I. Rule 2)~~
- Added design usage rule (Section I. Rule 5)
- Added age verification standards (Section IV. Rule 4)
- Added clarification on Refund Policy (Section II. Rule 6) & Estimated Completion Time (Section V. Rule 1)

November 14th, 2022 -----

- Fixed minor grammatical errors.

February 2, 2023 -----

- Removed mentions of deviantART due to account deactivation.

February 13, 2023 -----

- Added requirement of a recent selfie alongside a photo I.D. for those commissioning a piece that is NSFW (Section IV. Rule 4).
- Edited terms regarding commercial use of artwork (Section I. Rule 2). Crossed out previous edit due to removal of previous requirements.

March 28, 2023 -----

- Edited section in Section V. Rule 1 since The Artist is no longer a full-time student, but is still working full-time.
- Edited language/terminology described under “real people” and “incestuous relationships” to be more concise (Section IV. Rule 3D).

July 19, 2023 -----

- Edited language described in Section V. Rule 3 to more concisely convey when major changes are allowed to be made.
- Added guidelines for NSFW artwork to Section I. Rule 2 about Commercial Licensing.
- Added Rule 5 under Section IV regarding the NSFW artwork fee.
- Minor grammatical corrections.
- Added Document Outline (can be viewed by selecting View > Show Outline) for easier navigation.

(continued on the next page)

July 24, 2023 -----

- Added the Extension Policy (Section II. Rule 5) regarding payments. Previous sections have been edited to reflect this new rule addition. Edited Refund Policy (Section II. Rule 6) to reflect new, additional information.
- Edited final statement under Section IV to be more concise.

September 23, 2023 -----

- Fixed minor error where “Section I” was formerly titled “Section 1”, with the Arabic numeral 1 instead of the Roman numeral I. This has been changed to keep the document consistent.

September 23, 2023 -----

- Fixed Discord username since it no longer uses the “legacy” numbers.