

PLEASE READ THE TERMS AND CONDITIONS

TOS for CherryTBomb's Personal Art Commissions

By commissioning me, you are agreeing to the terms of service below.

General Terms

- Please provide a **clear** reference sheet and description of what you want.
- I work best when given some artistic freedom. I am happy to match what you have in mind, but please allow and expect some variation.
- I have the right to decline a commission if your behavior is unacceptable or the commission in question makes me uncomfortable.
- You are **NOT** allowed to use my work for commercial/monetary use, AI, and blockchain related technologies, including NFTS.

Payment and Canceling/Refunding

- Payments must be done **upfront** via Paypal (USD) before I begin the commission.
- Split Payments (**50% upfront and 50% midway**) of the total price are optional for commissions over **\$100**.
- If the **initial** invoice has not yet been paid you have the right to cancel the commission
- You have **no right** to cancel and demand a refund after payment has been received and process has been made on the commission.

Process

- WIPs will be provided in order to make sure the commission is right.
- Any **major** changes should be asked during the sketch phase.
- After refining the sketch, any changes to the sketch will be **asked** again before approval to finalize.
- You have **3 free chances** after I start the lineart and color phase to request for any **mild or minor changes**. I charge for changes after those free chances are up or if the changes are major. (How much depends on how big the change is).
- There's no set deadline for any commission. *(I cannot do rushed commissions sorry)*

Copyright/Usage Policy

I, the artist, hold every right to the produced drawing, not the commissioner.

Therefore I'm allowed to use the copyrighted artwork to:

- promote myself within any place or site.
- to display it anywhere to my liking.
- post it wherever I want.

Commissioners rights

You, the commissioner, have the right to:

- use the copyrighted artwork for **personal use** only.
- post the art, use it as an icon, banner, reference **with credit**
- claim the right of their character(s) but **NOT** the drawing itself.

- use the art to promote themselves with **proper credit** given to the artist.

If you break copyright infringement in any way, you will be blacklisted from commissioning me.

The following is considered copyright infringement:

- **reproducing/using the copyrighted artwork commercially. (Meaning making money on it in any way)**
- **taking credit for the creation of the artwork.**
- **removing any watermarks/signatures.**
- **altering the artwork without my, the artist's, consent.**

For Paypal

-The customer is paying for **digital art**.

-The customer will **NOT** receive any physical item in the mail from this purchase.

-The customer will only receive a **digital copy** of the artwork that is custom-made to their order.

*When the customer pays this invoice, they acknowledge that they understand and agree to my terms of service.

(Thank you for agreeing to the TOS)

~Cherry