

Drako's Terms of Service

By commissioning me you agree to have read, understood, and accept this ToS. This ToS Overrides and voids any client ToS.

Terms of Service are subject to change at any time. It is your responsibility to review the ToS if necessary. However, if a change has been made that I feel will directly affect you, I will contact you accordingly.

Exceptions to my Terms of Service are allowed if discussed between myself, the artist; and you, the commissioner.

General Terms

- I reserve the right to deny your commission without reason.
- If the commission has a time frame and/or needs to be completed at a certain date, you must *state this upfront*. Please commission at least two weeks in advance.
- If you do not give a minimum of 2 weeks notice on a deadline there will be rush order fees.
- I do not work 100% in-list order.
- Please have visual reference(s) at hand. You may send me up to three images, one of which must be flat colored.
- A sketch will be sent for confirmation before any lining/coloring begins. If changes to pose, anatomy, etc. is desired, the customer must say so before giving me the go-ahead to continue.
- If more than 2 large edits are requested you will be charged extra. (ie. pose, character build, expression etc.)
- You may only ask for large edits during the sketch phase or you will be charged extra
- You may have 4 minor edits before you will be charged extra. (ie, marking placement, colours, etc.)
- The image will be watermarked with my signature. You may not remove it.
- If I find that you have removed my signature from my artworks you will be blacklisted.

- I reserve all rights to my artwork
- You may not sell my artwork unless it was discussed prior, and an extra fee was agreed upon.

Payment

- Payment is upfront.
- I determine the final price.
- Payment is in USD via Paypal Only.
- Pricing will start with a base price and may incur additional cost due to character design, number of characters, pose/scene complexity, timeframe, and alternate image versions. All increases in price will be stated up front.
- I will send you an invoice once a final price is agreed upon.
- Payment must be received within 48 hours unless stated otherwise.
- Commission work will not start until the full amount is received
- Arguments over my pricing may get you blacklisted, if you have a problem with my prices you do not need to commission me. I will not lower them for you.

Cancellations and Refunds

- Either party has the right to cancel the commission at any time, with or without a given reason.
- Cancelled by me - Customer receives full refund, with or without given reason.
- Cancelled by customer, with or without given reason:
 - Refund is determined on progress made on piece, which is decided by the amount of work I have already completed.
 - The commissioner may only request a full refund if a WIP has not been provided.
 - For a completed piece, there will be no refunds or discounts, this is non-negotiable.
- Inaccurate markings can be fixed on a finished piece. Position/proportions will not be changed once the piece is colored.
- If you file a chargeback, you will be blocked, reported, and put on a blacklist. I will also warn others about you, to avoid any other occurrences of this.

- Any refunded/canceled/rejected piece may be repurposed into a YCH. Any resemblance to the original character will be changed. Commissioner reserves no rights to refunded work.

Reposting and Usage

- The commissioner may repost their commission wherever they please, as long as they credit and link back to my account.
- You may only repost if you commissioned the piece AND/OR your character is in the piece.
- You may not alter the commissioned piece in any way.
- You are not permitted to remove my signature or watermark.
- You may not color/shade or pay someone else to color/shade my work. Unless previously discussed.
- I retain all copyrights to my artwork.
- By commissioning me you are paying for my time spent making said artwork, not the copyright to the image. I do not sell copyrights to my artwork.
- Be sure to save your commission! I am not responsible for any lost commissions.
- Your commission may be used as examples, showcase pieces, price sheets, prints, etc. Let me know upfront if this is not acceptable.
- Under no circumstances do I allow my artwork to be used for generative AI or NFTs

Contacting Me:

Feel free to message me on any of my platforms with any questions, concerns, or estimates you may have.

Bluesky: <https://bsky.app/profile/1darkodraco1.bsky.social>

Tumblr: <https://drakomod.tumblr.com/>

Discord Server: <https://discord.gg/9DfPwZbV8S>