

Maoffins Terms of Service - 2023

By accepting service from me, you are agreeing to all terms discussed in this document

Last updated: May 22nd, 2023

All that is stated below is subject to change per my discretion

◆ I. USE OF SERVICE

Commissions are for personal use only unless otherwise specified. For commercial use, please contact me with your inquiry.

You may not edit, alter, sell, or claim the art as your own.

Under no circumstances is maoffins' commissioned art to be used in block-chain based endeavors including, but not limited to NFTs, cryptocurrencies, minting of any kind, or any future creations. Violation of this rule will result in the violating post being taken down via DMCA or other legal means.

Please bear in mind that I am a *full-time* medical student and it would take some time to finish your commission. On average, the turnaround time is one to three months. If needed by a specific date, for example, a special occasion, an upcharge (or RUSH FEE) will be required depending on how soon the date is. I can not finish a commission within a day, please give me at least a week's notice prior to your specified date.

◆ II. CONTENT OF SERVICE

What I **can DO**: fanart, OCs (please provide lots of detail for OCs, visual reference is preferred, even if it's done in MS paint), slight NSFW, (specialties: TKRB, TWST, Fire Emblem, FGO, HSR, SNK, DND, GBF, and FFXIV)

What I **can NOT DO**: mecha, furry (nekokimi okay!!), extreme bara, hardcore NSFW, IRL people, excessive gore, EXTREME details, realism, or anything that makes me uncomfortable.

◆ III. PAYMENT

Payment is upfront using PAYPAL/STRIPE (USD). I will send a Paypal/Stripe invoice and I will not start on your commission until the invoice is paid. If you commissioned an ILLUSTRATION, your payment will be split in half. The first half will be paid upfront, and then after the lineart/flat color stage, the other half will have to be paid before the commission is completed.

We will always discuss the budget for ILLUSTRATION commissions, especially how detailed you want the commission to be.

During the process of your commission, I will send you a sketch to make sure everything is ok with you before continuing. The preview of the sketch will be a moderate-quality screenshot to ensure that any changes need to be done. I can alter your commission TWICE at the sketching stage, any additional changes will be an additional 10% of your commission price.

Additional charges may also apply to the following at my discretion*:

details (in clothes and or background, including effects)
multiple objects
difficult poses, or composition

*you will be informed if any additional charges would need to be applied for the work during the initial discussion phase or changes during the second half of the illustration phase

◆ **IV. CUSTOMER SATISFACTION**

After a commission is completed, minor changes are allowed. For example, fixing landmarks and/or small color changes. Major changes, like changing clothing, poses or backgrounds, etc. will mean that I would have to redraw the picture which will result in extra charges.

◆ **V. COPYRIGHT**

I, Maoffins, reserve all rights to the produced drawing, not the commissioner.

By agreeing to these terms, you agree to not:

Reproduce or use the copyrighted artwork commercially

Take credit for the creation of the commission.

Remove any watermarks or signatures.

Alter any part of the commission without my, the artist's, consent.

Commissions that are purchased will be posted on my social media (even work in progress), if you would not like for your commissioned art to be posted publicly, there will be an additional +25% up-charge or PRIVACY FEE.

A commercial license for the commissioned art piece can be purchased for 300% of the original price.

With commercial rights, you are allowed to:

Make any sort of merchandise with the artwork.

Change it to your liking and promote your own brand.

Credit is still required for the usage of the illustration, even if altered or edited.

◆ VI. CANCELLATION/REFUND POLICY

By agreeing to these terms of service, you agree that I reserve the right to deny/cease any commission or commission requests for any reason at any time during the process without prior notification.

While I retain the right to deny or cease the creation of any commissioned art piece if for whatever reason I personally decide to cancel your commission before completion, you will be entitled to a full refund, and any lineart or artwork received will rescinded and returned to me, the artist.

In all other cases other than for my, the artist's, personal reasons, full refunds will only be given prior to/during the line-art/flat color stage. All refunds after will be given at 50%, or at my discretion depending on where I am on your commission.

If you file a chargeback against me, your right to everything I have ever made for you will be retracted. You will be blacklisted from commissioning me, Maoffins, ever again. Your name will be publicly posted on my social media in order to keep other artists aware and safe. I, Maoffins, have every right to file a complaint against you and have all the right to the money you have given me.

