# Terms of service

General questions and answers. I will refer to my client and commissioner in this document as "you". "You" can be a single person or a group of people who joined to commission me. In this document the "piece" will refer to the work I made up to the final point, and not the digital good itself. I will refer to your commission as "piece", "picture", "work" or other singular terms, but I implicitly mean that this piece can be a sequence of pictures.

It's intended that when commissioning me, you will be paying for my service of providing you a piece you ask, not the cost of the piece itself.

#### Where to find me

You can find my works mostly here.

http://www.furaffinity.net/user/danandnite/

http://danandnite.bsky.social/

More links can be found here: <a href="https://linktr.ee/danandnite">https://linktr.ee/danandnite</a>

Commission/sketches telegram <a href="https://t.me/NiteLabs">https://t.me/NiteLabs</a>

## Signing up

You can contact me through FurAffinity (preferred method), BlueSky or send me an email, or even through any messaging service I'm available.

If you already have an idea, please provide all necessary references, you do not need a ref sheet, but any visuals you have (for either your own character or any content you wish me to portray) are very helpful, even other pieces that "look alike" from me, other artists, illustrations, photos, or even rough scribbles. Descriptions are acceptable as well. You don't need to explain every single detail, I only need at least an idea of what you wish. If you do not have an idea yet, however you still want to claim a place in my queue with an open price, you can still do so.

Once we reach an agreement on the terms of your piece, you will be added to my queue.

#### **Prices**

My rates vary depending on many factors. Content, complexity, quality of the finish, revisions of the same image, post processing, and more. I rarely apply a fixed rate except for a few specific cases. Cost is a direct function of how long I'll be fussing over fine-tuning your piece. We can discuss what you're roughly looking for, and I will try to conjure a price range. You can also suggest a price range, you can show an example of quality you'd like from me. If price is not a concern, you can also leave it open and be billed when it's time. In case I make special offers, such as in YCHs, Pec Icons or Butt Shots, in which I explicitly specify a price, the rates will be applied as mentioned, in case of wiggle room mentioned, you will be told the final cost. All prices will receive an additional 6% rate due to Paypal fees.

#### Queue

My FA frontpage shows my current workload queue, what I'm working on, what I finished since my last major update. Note that I tend to update the journal entry if I'm proceeding with pieces I already put on my current workload batch. Any new commission will be generally pushed to the bottom of the line.

Until I physically start working on your piece, you can cancel or change your idea at any time with no penalties. Price might change in case of a major idea rework and will be discussed if necessary.

The queue is not a static list, I can pull up work from anywhere near the top as I see fit. It is possible to skip this queue if you wish to do so and have me add you to the next batch of work I pull up, but that will increase the cost of your piece by about 30%.

If you decide at any moment you want to skip the line and are willing to pay the extra fee, you can contact me and you'll be pulled right on top.

If you've already entered my queue, are in the middle or the top, and desire to be entered again for a later piece or a top of the queue piece, you can do so.

### Work process

As your turn is approaching and I'm pulling up my next batch of work, I'll be contacting you a few days or weeks prior. I will wait for you to confirm going through with the piece you requested, or in case of an open piece, to receive your idea, or cancel altogether as this is your last chance to do so with no penalties.

You'll receive the sketch of your piece, at once or in several incremental revisions in case I need you to confirm the general direction of the picture. You can ask for tweaks or changes at this point.

In case we didn't agree on any but you wish some minor alternates or more alternates than agreed before for your piece upon seeing the sketch, you can ask for them at this point. If we agreed on a price, I'll inform you how much extra would cost.

I will not progress on your piece until you confirm my work.

Once you agree on the base sketch, if we settled for a specific price, I will ask you for your payment. I will not resume your piece until I receive your money.

I will try to keep you updated with some substantial updates as I progress with your piece. If there are any mistakes or things you want changed that weren't on the sketch, please mention so immediately, before I progress further.

In case of an open price or prince ranges, I will ask for payment at the late stages of your piece and need to do post processing, having finished all the major rendering work. Cancelling at any point during this step will still have you billed for the partial process. If you refuse to do so, you'll be blacklisted and other people will be notified of your actions.

# **Payments**

I normally do not take payments ahead. I do not ask for money when you sign up to my list. There may be some rare exceptions, but they will be on a case by case scenario. In case of special offers such as in Pec Icons, Butt Shots, YCHs, I ask for payment before starting. Failing to pay in time will have your spot voided.

Do not haggle the price when I ask you to pay. If you've entered my queue and accepted the terms, you can not ask for a lower cost. I try my best to offer a fair price for the amount of work I put in your pieces.

If you wish to pay more and want to tip me, you are extremely welcome and have my gratitude.

I only accept Paypal payments. You can ask to receive an invoice or I'll give you my link to send me your money. I take Euros €, but if your account is unable to send this currency, I allow payments in US Dollars \$ or Pounds £ converting the price plus conversion costs. I much prefer payments in one single solution, as Paypal gets a fixed cut on each payment, plus a percentage. Multiple payments would take the same fixed rate multiple times. I try to be accomodating with payments, and can wait a while. I will not tolerate indefinite hiatuses, when your behaviour in particular is growingly suspicious. As previously stated, all payments are subjected to a 6% extra rate due to Paypal fees.

## **Ownership**

Upon paying the piece, you have rights of use on your final work for personal use only. You are allowed to post it, cut it, resize it, extract portions of it and apply minor edits. You also have the right to ask for your piece to be taken off anywhere you did not wish to have your piece featured without your, or my, explicit permission, in its original or edited form. You will receive from me a lossless PNG file in full resolution of your picture signed by me, as well as a JPG resized version that is more suitable for posting for every version of your work in case of multiple. I will hold on to the original source files as the creator. If you are looking for a piece for commercial use, or any use that is not personal use, please contact me explicitly with this intent and we will have to discuss further details. Under no circumstances I will ever allow my works to be featured in any activity involving crypto currency, MLL training, or any form of generative content.

# Changes and requests after delivery

I ask all changes to be done during the production, if possible during the sketch phase. If you wish for a minor edit on a piece you've already paid and received, you can contact me once within 6 months, and I'll tweak the picture as necessary. If this buffer period elapsed, you had already asked for a minor change once, or if the change requested is not trivial, you might have to pay a fee, or I can refuse to apply this change myself.

Extracting a single element such as the character without the background, if possible, counts as trivial for instance.

# **Cancelling and Postponing**

I reserve myself the right to be able to cancel or refuse your piece at any point for any reason before any payment has been given.

As mentioned several times, you are allowed to cancel your piece at any moment for any reason before I start physically sketching your piece. Once I start sketching and have

something visible to show you, you'll be billed for the amount of work I already put down until cancelling.

You can not ask for a refund. My services are to be taken as-is.

If once contacted you don't wish to cancel, but are unable to pay within term, you can also ask to postpone your work. I'll return it to the queue, but not at the bottom, closer to the top depending on your estimate of delay, giving you a few weeks or months, with no charge. If you need to postpone during the production of the piece itself, as for some reason you are unable to pay at the moment, I can put your piece on hiatus and return to work on it when you're able to pay again. You will not receive any more updates and lose all rights to see the work until you're able to pay.

## Any other questions or something not clear?

Just ask.