

CICADAKING'S TOS

Commission Status: CLOSED

Quote Status: CLOSED

Special notes: –

I. GENERAL OVERVIEW

a. General Agreements

- The ToS may be altered by the artist for any reason at any time without notice. All of the artist's work is bound by the current ToS regardless of the date of its creation.
- By purchasing any goods or services from the artist the client is confirming that they are at least 18 years old *and* the lawful owner of the Paypal account, Stripe account, or card used to purchase said goods or services.
 - If the client is under the age of 18 and/or is not the lawful owner of a Paypal account, Stripe account, or card they must provide proof from the lawful owner that they have been granted permission to use the Paypal account or card to purchase the artist's goods or services at this time.
 - The lawful owner of the Paypal account, Stripe account, or card must also read through and abide by the artist's ToS, and provide a statement agreeing to the artist's ToS.
- The client must read through the artist's entire ToS prior to beginning the commission process, agree to, and abide by the ToS during and after the commission process.
 - The client is responsible for asking for clarification and making any comments or concerns known to the artist as soon as possible.
- The artist communicates with clients through email, DMs, and/or Discord.
- The artist does not accept commission orders that do not provide a clear visual reference.
 - Photographic and literary references are not acceptable forms of reference.
 - *Providing photographs in addition to a proper visual reference is accepted.*
 - *Traditional references are accepted if the photographs are of high quality (i.e. correct lighting, composition, crisp resolution.)*
 - See [\[Providing Proper Visual References\]](#) for clarification and additional advice.
 - An exception to this rule is made for design commissions and commissions that do not include characters (such as logo or environment commissions.)
- The artist requires a level of artistic liberty with all commissions.
 - The client must inform the artist of certain aspects of a character's design that should not be altered in the initial order.

- *Should the client fail to inform the artist properly the commission may be edited at an additional cost or not at all (see: V. Commission Process: I. Edits & Errors.)*
 - Character designs may be altered due to limitations of the medium and/or commission type.
 - *e.g. A character with complex markings may have their markings simplified if the commission type is chibi.*
- The artist will maintain a level of professionalism during the commission process. Reflection of this ideal by the client is expected and required.
- The creation of NFTs (non-fungible tokens), cryptocurrencies, and/or other associated blockchain media with the artist's artwork or designs, commissioned or otherwise, is strictly forbidden.

b. The Artist's Rights & Agreements

- By commissioning the artist the client is purchasing the artist's labor only. The artist retains all copyrights over their artwork and intellectual property, which includes but is not limited to:
 - The right to use commissioned images for self-promotion *only*.
 - *Self promotion is defined as publicly displaying the commission, including it in their professional portfolio, and using it as a commission example.*
 - The artist may not create or sell physical merchandise of commissioned works without the client's consent.
 - *Physical merchandise is defined as t-shirts, pins, prints, stickers, prints, and so on.*
- The artist reserves the right to refuse service to anyone or reject commission orders without explanation.
- The artist will not save, sell, or redistribute any of their client's sensitive information.

c. The Client's Rights & Agreements

- The client may not redistribute, copy, trace, or recreate the artist's artwork.
- By commissioning the artist the client acknowledges that they are paying for digital goods only and no physical goods will be created or delivered.
 - Upon the commission's completion the client will be sent the signed .png. It is the client's responsibility to save this .png somewhere safe.
 - The client has no right to an unsigned copy nor the layered .psd of their commission.
 - *An exception to this rule is made for logo commissions.*
- By submitting an order the client, upon the artist's approval, agrees to pay the presented price upfront and in-full unless otherwise agreed upon.
 - Payment plans only available upon the client's request and the artist's approval.
- The client must confirm that they are 18 or older when purchasing NSFW goods and services.

- The client retains all rights to their intellectual property when commissioning the artist.
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II. COMMISSION POLICY

d. Permissions

- The current owner of the character(s) depicted in the artwork and the artist that created the artwork are the only people permitted to use the commissioned image in any capacity.
- The client may not profit from the commission in any way.
 - Commissions may not be used for commercial purposes or in a larger project unless the client has specified this is to be the purpose of the commission in the initial order.
 - A commissioned image may be used to increase a character's monetary value only if the current owner is who paid for the commissioned image.

e. Reposting & Editing

- Reposting the commissioned image is permitted and may be reposted to personal art galleries (i.e. DeviantART, Furaffinity, Tumblr, Twitter, Instagram, and so on) with a link back to the artist's profile.
 - The client is permitted to edit their commissioned piece for personal use only.
 - Personal use is defined as cropping the image for icons, desktop backgrounds, wallpapers, and so on.
 - The client may not claim credit for the creation of the commissioned image or attempt to remove or hide the artist's watermark / signature.
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III. DESIGN POLICY

f. Permissions

- By default all designs made by the artist are for non-commercial use only.
 - An additional fee may be paid to release the design for commercial use.
 - An additional fee may be paid to release the design for "species" use.
 - *Both commercial and species use must be negotiated between the artist and client, valid only if an agreement has been made.*
- The artist reserves the right to reuse sketches and concepts which were rejected during the commission process.
- All designs are bound to this ToS, which owners agree to upon claiming ownership of the design.
 - When transferring ownership of a design the former owner must show the new owner this ToS.

- *Sharing the artist's ToS with the new owner prevents theft, scamming, and the like.*
 - *All owners of designs made by the artist must abide by this ToS.*
- All designs must be properly credited where it's due.
 - Proper credit entails linking back to the artist's profile in the image's description and/or putting the artist's name in the title.
 - Where credit is due: editing, reselling, character references, when asked who created it, compliments made towards the design itself.

g. Reposting, Resale, & Editing

- Reposting the design is permitted so long as the artist is credited and a link to one of the artist's profile pages is present.
- Resale of the artist's designs is permitted so long as it is sold at its original price or less.
 - Additional artwork does not allow for the design to be sold for more unless the artwork was paid for by the current owner and the artwork creator permits it.
- Trading and gifting designs is permitted.
 - Designs obtained through trades and gifts may be resold, following the same rules for resale mentioned above.
- Minor edits to the design are permitted. Major edits must be approved by the artist first.
 - Minor edits are defined as palette changes, adding or removing accessories, markings, changing the sex, gender, etc.
 - Major edits are defined as altering the design into something otherwise unrecognizable from the original.
 - *If the owner of the design wishes to transfer the design into a species, closed, open, or otherwise, the owner must get permission from both the artist and the species owner.*
- Co-owning designs is not permitted.

IV. PRICING, PAYMENT, & REFUND POLICY

h. Pricing

- Do not complain to the artist about prices, haggle, or ask for discounts.
- Additional charges may apply for the following reasons:
 - Complex design elements
 - *Complex elements or characters include: Gems, Crystals, Sparkles, Elements(fire, water, earth, etc.), Armor, Weaponry, Bones/Skeletons, Excessive scales, Complex Markings, Studs/Spiked collars, Lace, Slime, and Jewelry.*
 - Multiple characters, companions, complex characters, certain clothing, certain items, and so on.

- Multiple edits to pose, design, expression, detailed scenery, and so on.
- If the client wishes to keep their commission private (not posted to the artist's public platforms, used in portfolio, etc.) an additional fee of 50% of the total price may be applied.
- If the client has a deadline the artist reserves the right to charge additional fees. Price directly correlates to how much time is allotted, earlier deadlines warrant higher fees.
 - Deadlines must be specified in the initial order. Deadlines not specified in the initial order will not be honored.

i. Payment

- Payments are to be done through Paypal or Stripe in USD via invoice.
 - Mixed payment methods, vouchers, gift cards, and other forms of payment are not accepted.
- The artist takes full payment upfront unless otherwise agreed upon prior or stated otherwise by the artist.
- Payment plans are offered. Additional details must be negotiated and agreed upon between the artist and client privately.
- Upon issuing an invoice the artist will allow the option to add a tip. Tips are entirely optional but greatly appreciated and duly noted.
 - If a client tips the artist and a refund is issued, the client will not be reimbursed for their tip.

j. Cancellation, Refund, & Abandonment Policy

- The commission may be canceled by the artist or the client at any time for any reason.
 - Canceling the commission forfeits the completion of the work and it cannot be resumed at a later date.
 - If the artist cancels the commission the client is entitled to an explanation and compensation in the form of a refund.
 - If the client cancels the commission they forfeit the right to a refund or any form of compensation.
- Refunds are issued depending on what stage the commission is in, but will never be in-full.
 - e.g. If the sketch is completed but the commission was intended to be a fully-rendered piece, the price of a sketch commission will be subtracted from the refund.
- If the client fails to respond to commission updates within 8 days the commission is considered abandoned and it will be dropped, and the client becomes ineligible for any form of compensation.

V. COMMISSION PROCESS

k. General

- The commission process may differ depending on the type of commission ordered, but usually proceeds as follows...
- ...The client must send their order to the artist via email or DM.
 - The client must include the following information in their initial order:
 - *Client's name and/or username*
 - *Commission type desired (please use the names used on the commission sheet, describe what you want here)*
 - *Character(s) reference (links here, plus brief explanation of personality, history, etc. if any)*
 - *Paypal address for invoice*
 - *Statement that you have read through and agree to the artist's ToS.*
 - *Confirmation that you are 18+ if your order is NSFW.*
 - *And any additional comments, concerns, or questions (here is where deadlines, commercial or species use, or keeping a commission private would go.)*
- The artist will respond to all inquiries within 8 days with their acceptance or declination.
 - If the artist has not responded to the inquiry within 8 days the client may re-send their inquiry.
 - If the client makes a mistake in their initial order, re-sending the inquiry is permitted. Include (correction) in the title, please.
 - All inquiries which show that the client has not read the ToS carefully or includes excessive mistakes (spelling, grammatical, lack of information, wrong links, and so on) will be declined.
- ...Thumbnails, color tests, and sketches will be presented to the client for approval at the beginning of the commission process. The client's approval is required before the artist can continue to work on the image.
- Work-in-progress (WIP) updates are available upon the client's request, within reason.
 - WIPs are not available for the following commission types:
 - *Rough sketches, sketch pages, and chibis.*
- Upon the commission's completion and the client's approval, the client will be sent the watermarked / signed .png files and their commission will be posted publicly.

l. Edits & Errors

- Edits to commissions may be requested during the commission process or after the commission has been completed. Which edits are accepted are ultimately up to the artist's discretion.
 - Personal errors will be fixed free of charge.
 - *Personal errors are defined as missing accessories, incorrect markings, uncolored areas, stray pixels, etc.*
 - *Features not specified in the initial order do not count as errors and may be corrected at an additional fee, or not at all.*
- Major edits are not accepted after the sketch phase of the commission process.

- Major edits are defined as any edits which would alter the price of the commission, such as adding or removing accessories, changing pose, special effects, and so on.
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n. Blacklist

- The artist reserves the right to keep a public blacklist.
 - All publicly blacklisted persons will have an explanation for why they are blacklisted along with evidence supporting that claim.
- Violation of the artist's ToS and/or behaving in any of the following ways may result in blacklisting:
 - Harassing, spamming, or guilt-tripping the artist, other artists, or clients; Inappropriate behavior and/or use of inappropriate words during the commission process; History of unfairly filing chargebacks to the artist or other artists; History of canceling commissions, requesting extensive edits, or being unpleasant to work with; Refusal to abide by the ToS; Attempting to create drama and/or spread false rumors about the artist, other artists, or clients; Harassing blacklisted persons, clients, the artist; Attempting to purchase any NSFW good or service as a minor; Fraud.
 - Blacklisted people may not come into possession of the artist's designs through any method whatsoever. If someone attempts to transfer ownership of a design to a blacklisted person, the artist will mediate the situation to the best of their abilities.
- The artist is responsible for providing a link to the ToS and ensuring that it was read. Failure to read, understand, ask for clarification, or lying about reading the ToS is forbidden.