

# Flickermouse

## Commissions - Terms of Service

Last updated: Aug 2023

**By commissioning and purchasing artwork from me, you automatically agree to the terms below.**

Please be sure to read carefully; I will decline your commission if it does not correspond with my terms of service. These terms are subject to change at any time.

**MAY-23:** Trialling the Artistree platform, so all communication regarding commissions should be done via the platform (you DO NOT NEED AN ARTISTREE ACCOUNT AS A CLIENT but it does require an active email address). For adoptables, communication can be done wherever they have been advertised (ToyHouse, DeviantArt, Twitter, etc) or via Discord.

Remember to [check out examples and pricing page](#) for a list of what I can and can't comfortably draw.

NSFW / Mature artwork is an option coming in the future and will have its own set of TOS.

### **==PLEASE READ EVERYTHING CAREFULLY==**

- I've the right to refuse a commission for any reason or cancel a commission request due to **poor communication, rude/inappropriate behaviour, or a breach of these Terms of Service.**
- I retain all rights to my *artwork*, which includes but are not limited to: using the artwork for self-promotion, uploading the artwork to any of my galleries, portfolios, and social media, unless otherwise discussed and agreed upon. **If you wish for your commission to remain private please tell me beforehand!**
- **MAY-23:** Adoptables, etc - I retain all the rights to the *artwork AND the creator rights of the design*. This requires a persistent credit and link back to me (can be my DA, my TH, anything really, but it must be there). I also have the right to include it in my gallery, online portfolio, etc.
- I've the right to cancel a commission at any time for any reason. If the commission in question was already paid for, a full or partial refund will be offered depending on the circumstance.
- You may not use the commissioned artwork or adoptable for commercial usage unless discussed and explicitly agreed upon beforehand.
- You CANNOT use commissioned artwork from me for tokenization or NFTs, or for feeding AI / ML algorithms.
- *You retain the rights to your OC(s)* featured in the commissioned artwork and have the right to use your commissioned art for any personal usage (outside of commercial use unless we discuss it). This includes: posting the artwork in your galleries and social media (with credit given), avatars, wallpapers, icons, profile pictures, fanfiction/original fiction cover art, ect.

- You will not receive original art files or physical copies of artwork. You will receive a high-quality digital file (JPEG, PNG depending on the artwork) with a discreet watermark/signature.

## ==PAYMENT==

**MAY-23:** I will be trialling the Artistree platform for managing commissions and payments so some statements below do not apply at this time. I have tried to separate it into sections.

### Comms / Design services

- You must be the legal and responsible owner of your bank/Paypal account.
- ~~Payments are made via **Invoices** through Paypal (Stripe coming soon), thus your email address is required to send the invoice.~~
- ~~Please do not send payment until requested - this will be in the form of a note or email to say that your commission is next in the queue. I will then send an invoice.~~
- ~~Unless discussed before hand, payment in full is expected within a 3 day grace period after the invoice is sent. If you go over this 3 day period without word or payment, you will lose your commission spot.~~
- ~~I will not start a commission until payment is received.~~
- I only offer full refunds if you have paid but the commission has not been started. Partial refunds are available to commissions that have been started but not completed: this is via cancellation.
- Cancellation must be made before work is completed.
- Fully completed commission work is not subjected to any sort of refund.

### Pre-made character concepts and adoptables

- You must be the legal and responsible owner of your bank/Paypal account.
- Payments are made via **Invoices** through Paypal or through Paypal.me '**Goods and Services**' option only. IMPORTANT: For both methods, choose 'No address needed' when prompted.
- Refunds are not offered on adoptables.
- Minor adjustments - like changing hair colour, clothing colour, etc - can be discussed and possibly made with no additional charge. It would depend on the complexity of changes.

## ==PROCESS==

If you have a specific idea beforehand, PLEASE LET ME KNOW BEFORE THE COMMISSION IS STARTED. This will help prevent the need for lots of edits.

In every instance, whether that is an artwork, a character design, a ref sheet, etc, I will share clean sketches > inks > flat colours > shaded > final.

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Because I'm a character-and-story-driven kind of artist, *I can happily do pieces that are more than just your character standing still in an environment.* HOWEVER, pieces like this sometimes come with caveats, such as dynamic poses or lighting that might obscure parts of your character. I will always share initial sketches to make sure you're happy but it is something to bear in mind from the start.

**MAY-23:** I will potentially be adding this as an 'Experimental' option with its own pricing structure in the future if you would like to wait for something like this.

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- Reasonable tweaks and adjustments can be made to the sketches/clean sketches.  
**MAY-23:** I have now added a set number of revisions via the Artistree comms info.
- Once the piece enters the inking phase, no changes can be made any more.
- If I encounter any unexpected timesinks or health problems, I will always keep you informed and provide an updated timeline of work.
- When the piece is complete, you will be notified and sent the art file. I will only post to DeviantArt / portfolio after you have received the piece :)

## ==COMMISSIONED ARTWORK==

You **CANNOT**:

- Claim the artwork as your own
- Alter the artwork (if its a minor change and within a year of the original commission, please get in touch, I'm friendly and amenable)
- Use the artwork for ANY commercial or monetised purpose unless agreed and paid for commercial rights
- Use the artwork out of context or re-purpose it for nefarious means

You **CAN**:

- Post the artwork to socials, character galleries (like TH), websites, use as avatar, etc
- Use the artwork within context, i.e. if its a character line-up for a DnD campaign, share with your party members, post to Mytherweavers, all that jazz; you can also use for things like illustration within written works, etc, anything really AS LONG AS IT IS NOT MONETISED AND CREDIT IS GIVEN (and also doesn't break other rules here)

## ==CHARACTER DESIGN==

**MAY-23:** Re-written slightly to account for the fact that only CUSTOM character designs and REDESIGN services can be offered through Artistree. For pre-made concepts, those will continue to be advertised and sold through other places like DeviantArt and Toyhouse.

You retain all rights to the *character* of any design bought from me, be it custom-made or adoptable. That said, I still retain the rights to the *original artwork* and the *right to be recognised as the character creator*. This just means a credit back to my wherever possible please <3

You **CANNOT**:

- Purchase character designs or adoptables from me for the main purpose of reselling it right away (Design Scalping)
- Claim the artwork as your own
- Alter the artwork (if its minor, like a hair colour change, clothing change etc, this can be negotiated after successful purchase)
- Use the artwork for commercial purposes (such as merchandise, prints, ect) unless otherwise agreed upon and paid for

You **CAN**:

- Upload the design/ref sheet to your social media, galleries, and personal websites
- Use the character/design for anything you want, be it roleplaying, comics, a story, or Sona (as long as you don't intend to monetise it)
- Make reasonable changes to how you depict the character, i.e. different outfits, hairstyles, etc (characters are characters, they have lives of their own, they won't wear the same outfit every hour of every day)
- Rehome the character, preferably after at least 1 month of ownership (I understand what its like trying to connect with a design, I'm not going to be an ogre about this, just don't engage in dodgy behaviour in the adoptable community)

### **++Reselling a character design++**

Having looked at lots of different TOS in order to build my own, the standard position seems to be 'do not resell for more than you paid'. There have been some compelling arguments AGAINST that, especially if it's a cherished character that actually has a lot of (sometimes commissioned) artwork attached. To some degree, this is hard to monitor as I can't possibly be aware of every time a character design of mine goes on sale or trade.

In the spirit of fairness here, all I can request is that if you are selling/trading a character design that hasn't been developed much and has no additional value through artworks/literature, then **please don't sell for more than you paid**.

If you are selling a character that comes with artwork/development, the sale/trade is between you and the new owner as to what that extra value is worth. Credit for the artwork and design must still always come back to me.