

Terms and Conditions

for Commissions, P2U and F2U

§01 GENERAL TERMS

- A. Prices may change at any time and without prior notice. The price confirmed at the time of agreement will be honored for that specific commission.
- B. I have the right to reject any order for any reason. I reserve this right without obligation to provide an explanation.
- C. Character references must be provided for commissions
 - a. If you **DO NOT** have a reference or **color palette** reference, there will be a *\$5 fee added* for the extra time it will take me to bring a color palette and design together. This fee only applies if I have to do color and design mixing myself
 - b. If you can provide me with some sort of exact color palette (ex: the character has the same colors as Nala, but with the color of Simba's mane), or very exact description of design (ex: sending a reference picture of the exact mane type) this fee will *not* be added.
- D. Comic commissions must include a detailed rundown of the page, with dialogue and descriptions of what is happening in each panel.
 - a. If you **DO NOT** provide a detailed rundown of the page, there will be a *fee of \$15 added* per page for the extra time and work I will have to do, to create a written storyboard in order to calculate the price
 - b. If you can provide me with a *detailed* rundown for each panel or page using either writing, reference pictures and/or short video clips, the fee will *not* be added.

§02 PAYMENT

- A. Payment can be via either PayPal, DeviantArt Points, Bizum or MobilePay
- B. Currency accepted is either USD, EURO, DeviantArt Points or Danish Kroner
- C. Commissions must be paid 100% upfront. No work will begin until full payment has been received and confirmed.
- D. Don't send me any payment before I tell you. Unsolicited payments do not guarantee a commission slot.
- E. Payment automatically confirms that you have read, understood, and accepted these Terms and Conditions in full.

§03 PROCESS & DELIVERY

- A. Send me a description of your commission idea and the reference(s) for you character(s)

- B. In detail, describe to me the revisions (if any) that you want made, after the first sketch has been sent to you
- C. The time it takes to finish your commission varies. Estimated completion time is between 2 weeks and 2 months.
 - a. Comic pages are usually *at least* one month per page
 - b. These are estimates, not guarantees. Delays do not constitute grounds for refunds, chargebacks, or cancellation.
- D. Once the commission is finished you will receive the full-resolution digital image
- E. If you buy a P2U you will get it delivered as soon as payment has been made
- F. If you want to download a F2U, it will be downloaded immediately from DeviantArt

§04 REVISIONS

- A. Be specific about your commission! Once you approve the sketch and I proceed with coloring and shading, I will NOT go back to make changes. Take your time to review your sketch and make sure it's just what you want.
- B. You are entitled to up to three (3) rounds of corrections at the sketch stage only. This means I send you a sketch, and you can explain any corrections you want made.
 - a. If corrections are made, I will send the new sketch for approval again.
 - b. Last corrections must be explained here, as I will not make changes after the third sketch - unless a misunderstanding from my side has been made.
 - c. A fee will be added if you want something changed on the final drawing - unless a misunderstanding from my side has been made.
 - d. If you wish for me to change something in the drawing you have previously approved, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make and is usually based on an hourly wage.
 - e. Once the commission is finished you will receive the full-resolution digital image
- C. YCH's are exempted under §04B as you will already know what the YCH will look like

§05 COPYRIGHT AND USAGE

- A. **I, Marie-Louise Bauer (the original artist/TOA):**
 - a. I reserve the right to cancel and refund the order at any time for any reason.
 - b. I retain all copyrights over the commissioned artwork, P2U's and F2U's, including but not limited to reproduction, distribution, and derivative rights. This includes all preliminary work, sketches, drafts, and work-in-progress materials.
 - c. I will **NOT** claim the intellectual property (IP) of your original characters or concepts, provided they are supplied by you.
 - d. I reserve the right to post the commissioned artwork online, in my portfolio as well as in publications such as art books.
- B. **You (the customer/TC):**

- a. You **MAY** upload the commissioned artwork and artwork where you have used P2Us and F2Us on any website and social channels *with proper credit in the description* (see **§5D**)
- b. You may **NOT** make profits from commissions (making profits includes: reselling, redistributing, uploading to POD-services, make prints, etc.). This includes any form of monetization, direct or indirect, unless explicitly agreed upon in writing.
- c. You may **NOT** alter, filter, edit, redraw or trace the commissioned artwork without consent from *TOA*. This includes but is not limited to filters, recolors, redraws, edits, composites, or derivatives.
 - i. An exception to this is commissioned sketches, which may have line art and colors done by others than *TOA*, so long as a link to the original piece uploaded by *TOA* is provided in the description of the upload.
 - ii. An exception to this is commissioned lineart, which may be colored by others than *TOA*, so long as a link to the original piece uploaded by *TOA* is provided in the description of the upload.
- d. You may **NOT** use AI to alter, edit, redraw or trace the commissioned artwork. This prohibition is absolute and applies regardless of intent, scale, or output.
- e. You may **NOT** use the commissioned artwork for commercial purposes unless you have the consent of *TOA*. Such consent must be explicit, written, and obtained in advance.
- f. You **MAY** be allowed to make profits from P2U's and F2U's if it is part of an adoptable. Please discuss this with *TOA* prior to paying for the artwork.
- g. You **MAY** change things in the P2U or F2U stock, to make it fit your picture
- h. You retain the rights to the intellectual property (IP) on commissions (character IP only, not the artwork itself). All artwork remains the exclusive intellectual property of *TOA*.

C. The following is considered copyright infringement:

- a. Reproducing/using the copyrighted artwork commercially - means making money off it in any way not excluded from these terms.
- b. Claiming the artwork as your own
- c. Altering the artwork without the consent of *TOA*.
 - i. You **MAY** edit P2U/F2U backgrounds and bases to fit your characters
- d. Removing the signature of *TOA*.
- e. Tracing or copying the artwork in any way, including but not limited to manual, digital, or AI-assisted methods.

D. The following is considered proper crediting:

- a. “[Piece of artwork] by BullerThePirate” **OR** “[Piece of artwork] by BullerThePirate / Marie-Louise Bauer”

AND

- b. Linking back to at least one account, be it either my DeviantArt, Instagram, Ko-Fi **OR** Patreon account:
 - i. www.deviantart.com/bullerthepirate
 - ii. www.instagram.com/bullerthepirate_art
 - iii. www.ko-fi.com/bullerthepirate
 - iv. www.patreon.com/BullerThePirate

AND (OPTIONAL, BUT PREFERRED)

- c. Tagging me if you're uploading to Deviantart or Instagram by using "@"
- E. In some cases, the commercial rights to the image can be purchased so that it can be used in prints, adoptables and other commercial purposes.
- F. Failure to credit correctly is considered misuse. Misuse may result in revocation of usage rights and a takedown request.

§06 CANCELLATION AND REFUND POLICY

- A. The buyer is **not** allowed a refund once I have started working on the commission
- B. The buyer is **not** allowed a refund once a P2U have been bought
- C. If for any reason I am unable to start your commission you will receive a full refund
- D. If you cancel your commission before I started it, you can get a full refund
- E. If you are getting a refund, do not request a Paypal chargeback. I will transfer the money back to you myself.
 - a. If you request a Paypal chargeback at any point when you were not allowed to ask for a refund, you will lose all usage, display, and distribution rights to the commissioned piece and I will have the full right to profit further from it in any way. I will decline the chargeback and supply Paypal with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted for commissioning me again.

§07 WHAT DO YOU GET?

- A. Single picture commissions:
 - a. Sketch and/or final sketches that you must accept before I continue the work
 - b. Insight and involvement in color plan (depending on the complexity of the commissioned piece)
 - c. Full-resolution file of final drawing in .png format
- B. Comic page commissions:
 - a. Sketch and/or final sketches that you must accept before I continue the work
 - b. Access to a work in progress stash-folder (depending on the size of the commission)
 - c. Insight and involvement in color plan (depending on the complexity of the commissioned piece)
 - d. Full-resolution file of final drawing in .png format
- C. Speedpaint commissions
 - a. Screenshots / work in progress, depending on the amount of speedpaint commissions
 - b. A video file in high resolution.
- D. P2U and F2U

- a. Stock images such as backgrounds, characters and bases
- b. Wallpapers
- c. Coloring Pages to print
- d. Etc.

§08 ARTIFICIAL INTELLIGENCE & MACHINE LEARNING PROHIBITION

No AI Use Permitted

- A. All artwork created by BullerThePirate / Marie-Louise Bauer, including but not limited to:
 - a. my own original fanart, including my own original characters
 - b. commissioned artwork (finished pieces, sketches, lineart, WIPs),
 - c. P2U and F2U content,
 - d. speedpaints, videos, screenshots,
 - e. and any artwork you have commissioned, purchased, or received from me at any time,

may **NOT** be used in connection with artificial intelligence or machine learning technologies. This includes any current or future AI technologies, regardless of platform or method.

- B. This prohibition includes, but is not limited to:
 - a. uploading, feeding, scraping, or incorporating the artwork into AI systems or datasets,
 - b. training, fine-tuning, or validating AI models (including LoRAs, checkpoints, embeddings, or datasets),
 - c. using the artwork for image-to-image generation, style transfer, pose extraction, reference analysis, or similar AI-assisted processes,
 - d. use in both commercial and non-commercial AI systems.
- C. This applies regardless of:
 - a. whether the artwork was paid for,
 - b. whether credit is given,
 - c. whether the AI use is private or public,
 - d. whether the AI output is altered or transformed.
- D. No AI use is permitted under any circumstances. No exceptions exist, and no permission shall be granted now or in the future. Any claim of authorization or exception is false and void under these Terms and Conditions.
- E. This clause applies retroactively to all artwork created by TOA, including artwork created before the publication of these Terms.

Violation & Enforcement

- F. Any violation of this section will result in:
 - a. immediate revocation of all usage rights granted under these Terms,
 - b. a mandatory takedown of all infringing content upon request,
 - c. permanent blacklisting from future commissions, P2U, and F2U access,
 - d. and the right for TOA to pursue further action where applicable.
- G. Sharing the artwork with third parties does not transfer AI usage rights. The commissioner remains responsible for ensuring compliance.
- H. Examples of AI technologies include, but are not limited to, generative AI, machine learning models, datasets, automated training systems, and similar technologies, whether existing now or developed in the future.

Clarification

- I. Proper crediting does not override this prohibition.
- J. Consent must be explicit, written, and obtained in advance.
- K. Silence or lack of response does not constitute permission

**P2U AND F2U is a service I provide.
Abuse it, and I will remove it.**

Abusers of my art will receive one warning before blocking.

These terms and conditions were created with help from [NADIAXEL](#)