

1. **General Terms**

- a. All commissions must be discussed fully before a quote is given based on the current prices on the date of order. Extreme details, unique settings or certain specifics outside of my technical prowess (armor, vehicles, detailed backgrounds, etc) may result in additional fees.
 - i. Funds sent before a quote or agreement is made will be refunded and the commission canceled.
- b. All commissions will bear a signature that cannot be removed; ref sheets and backgroundless works will possess a watermark and watermark-free version. Sharing of the artwork is preferred to have the watermarked version as the one used.
- c. I reserve the right to record the process and post WIPs on websites and social media unless otherwise requested prior to accepting the commission.
- d. I reserve the right to use commissions and requests as needed in portfolios and on social media to promote my own works and accounts unless requested not to prior to accepting the commission.
- e. Prices are subject to change on demand but will not affect orders retroactively.
- f. I reserve the right to deny, cancel or reject any commission or request based on comfort and customer interaction; demands for completion or speed deemed unreasonable or that are not compensated for monetarily will be subject to cancellation and refunded per the completion policy in [section 8](#).
- g. I reserve the right to record chat discussions through screenshots or recordings for personal records and references; accepting a commission entitles me to release problematic information contained within DMs that may or may not result in a cancellation or rejection of a current or future commission.
- h. Requests for free art will be ignored or declined outright. As the artist, I retain the right to approve or deny all requests, and will generally only do free art when I wish to, not due to a request. This extends to trades.
 - i. *Anyone that harasses me or begs after being told no will be blocked.*
 - ii. *If you want art, buy it.*
 - iii. *Even my friends don't get free art and I'm not interested in befriending someone that wants or expects that.*

2. **Payment**

- a. Acceptable currency, outside of specific notations such as trades or exchanges, are USD and are payable to PayPal, Ko-fi, Venmo and Cashapp.
- b. Commissions must be paid upfront or 50/50, split upon order and after final approval before the final product is delivered. To reserve slots, 25% is required up front and 50% is required to receive updates and guaranteed work time; final product is not delivered until 100% of the cost is paid and confirmed.
- c. Payments received before acceptance of a commission or that are different from the agreed price/percentage will be refunded and the commission will be cancelled fully.
- d. Attempts to chargeback at any time without warning or after receiving confirmed and approved final product will result in an inquiry through the payment platform, a blacklist from future works and a beware post being made in art circles. Please see section 7 for refund policies and processes.
- e. Payment plans are possible for large or expensive orders; please discuss the terms of the payment prior to sending an installment. Payment plans will be confirmed and recorded in the order form and are subject to public view in any case where proof of

payment is required. Payment plans MUST be completed before any product is delivered in full.

3. **Process and Delivery**

- a. A Trello account exists that tracks the process and completion of all commissions where clients can see their slot order and progress between check ins. The link will be provided when payment is made, in full or in part.
- b. Clients will be notified when a commission begins and the refund policy is in effect.
- c. Reviews and alterations can be made through the commission stages per the policies in section 4. Approval of a phase cannot be undone when the next section starts (sketch, lineart, color).
- d. Review images will not be HQ or exported art and may involve screenshots and watermarks to prevent theft of unfinished works.
- e. Completion time depends heavily on date requests and real life factors, and can vary from 1 week to several months; clients will be directly contacted if something occurs during their commission, and can follow updates on social media across Discord, Twitter and Tumblr. Communication will remain a priority during any prolonged issues and slow turnover rates.
- f. Clients can receive watermarked and watermark-free versions of their commission scaled to file size that suits website uploads, email delivery and IM file size restrictions. Clients may alter work to suit other needs for upload so long as signatures and watermarks remain visible and intact and/or credit for work completed is listed on the post.
- g. I do not make prints or merchandise at this point in time.
 - i. Feb 2023: looking into printing images at home on high quality and gloss photo paper.
 - ii. Jan 2025: I am considering the use of Vograce for the creation of merchandise.

4. **Revisions**

- a. Revisions can occur throughout the piece, thus the requirement for approval between stages.
- b. The sketch stage allows stage-specific sets of free revisions, detailed in the following:
 - i. In the case of scenes, a thumbnail may be offered prior to any heavy sketching in order to gauge preferences. Up to 5 thumbnails can be drawn and picked from, or redone to suit the image. Additional thumbnails will cost USD \$3 apiece.
 - ii. The Roughs (first sketch) phase can be redone once entirely or changed once to a different composition if based on a thumbnail scene. Smaller changes to pose and set up can occur up to 3 times. Additional redraws, comp changes or adjustments will cost USD \$5 apiece.
 - iii. The Refined Sketch (2-3rd phase) can be redone once and allow up to 5 small adjustments to expression, position of bodies, etc, that do not affect pose or layout of the scene. Additional small changes will cost USD \$5 apiece. Any desires to redo the composition or layout that require entire redraws of characters or scenes at this stage will cost USD \$10 apiece.
 - iv. Final Sketch assumes all previous set ups and details are as desired by the client and allow for only 3 small changes. Massive edits or redraws of the piece at this stage will be charged an additional USD \$20 and start from the beginning. If the second round of sketches remains unsatisfactory to the client, **the commission will be deemed defunct and the client will receive a 50% refund of the original cost of the commission.** *The client is not entitled to the fee charged for the redone art, nor the denied sketches, which will be terminated upon refunding the unused half of the money.*

1. *This means you get only half of the initial com cost, NOT including fees for edits and redraws. I keep those.*
- v. Lineart stage allows 3 small adjustments that do not require new sketch work. Anything that cannot be adjusted in the lineart stage alone will cost USD \$10 apiece. Entire work redraws will cost USD \$30, will be subject to previous terms regarding late-stage rework, and the old file will be terminated.
- vi. The color stage permits no further reworks of the art; attempts to cancel or rework the piece will result in immediate termination and be subject to the Refund policy below. Flat color adjustments can be made to fix tones and preferences up to 3 times; eye dropper or hex codes are preferred for accuracy. Extra color adjustments beyond the free tweaks or during rendering will cost USD \$5-10 apiece depending on coverage.
- c. Pixel-picking, aka: hunting for errors or extremely small gaps in color or lineart, count as revisions. Normally this is not a concern however excessive scrounging may result in a cancellation of the order, especially if it begins to conflict with the workflow of other projects.
- d. Unclear or unspecific references or descriptions of scenes may not be approved.
- e. Characters that are not ordering reference sheets must already have either a full color ref showing at least 1 side, or have an accurate sketch and coded color palette to work from. Additional design work due to lack of details or reference sheets will be subject to additional fees.

5. Copyright/Usage Policy

- a. **I, Clever Fox Studios/Jukebox_Arts (the artist), claim the rights to the *produced drawing*, not the buyer's characters or concept, therefore I am allowed to use the copyrighted artwork to:**
 - i. Promote myself on any platform I require (ownership credit of the work will be cited as necessary).
 - ii. Add the work to portfolios, art books, or other self-made compilations of my pieces per the buyer's discretion.
 - iii. Display it on social media, in groups or on websites.
 - iv. Post where I deem necessary or desired.
 - v. I will NOT use personal works and pieces commercially without client approval.
- b. **The client is allowed to:**
 - i. Use the piece for personal means such as social media, that do not rely on the piece itself to generate profit unless previously asked.
 - ii. Print the artwork for personal possession (posters, pillows, cups, etc) and can claim the character but not the artwork itself, so long as those items are not sold for profit.
 - iii. Promote themselves with the artwork so long as credit is cited.
- c. **The following is deemed infringement of copyright:**
 - i. Reproducing the artwork commercially (for profit) without permission from me, the artist. Commercial rights can be discussed and purchased at any time.
 - ii. Claim the artwork as one's own.
 - iii. Remove the signature or watermark(s) from the work to hide my involvement in creation of the piece.
 - iv. Heavily alter the work without my permission to facilitate falsifying creation credit (i.e. recoloring the work or chopping it up and then claiming you made it because of the edits).
- d. **I WILL NOT DO WORK FOR AI OR NFT SELLERS.**

- i. Any commissions found to be used in part or in whole with any AI training or NFT platforms will be canceled with **no refund given**.
- ii. This applies to thieves attempting to steal my art and repost under false credit or using AI to “finish” artwork.

e. Copyright Transference:

- i. Purchase of a work for personal use does not transfer the copyright to the buyer; use of the work(s) for profit must be requested and consent given in writing to better protect all parties.
- ii. Purchase of a work for commercial use does not transfer the copyright to the buyer; it is only the needed consent to have that work used in mass production or for-profit purposes. The art remains my intellectual property.
- iii. At this time I do not have an option to “buy” or “release” my copyright over any works, thus I retain the ability to take down misused works, theft, and otherwise exercise that right to protect my professional image and my clients.

6. Commercial Works

- a. Commercial (for profit) rights to any artwork are attainable after fulfilling two criteria:
 - i. Agreed upon payment/price is delivered in full.
 - ii. Terms and use are discussed in detail and approved of on both sides.
- b. Commercial pricing is determined as an additional 50-100% fee on top of initial cost, based on the artwork itself, the means through which profit will be gained (thumbnails, ads, merch, etc) and personal discretion.
- c. If terms are not agreed upon, rights will not be released.
- d. All negotiations will be recorded through documentation/must be submitted in writing.
- e. On custom designs:
 - i. I, the artist, do not retain ownership of the design itself. At the time of purchase, **the design** is open license/rights transferred and able to be used in any way the owner desires.
 - 1. For works connected to personal projects, see below.**
 - ii. I, the artist, retain rights to **the art itself**, be it portrait, sticker, ref sheet, etc, and require credit when these are used or in an immutable source such as a profile page.
 - iii. I, the artist, **do not** require credit for the design in any subsequent works featuring the work so long as there is permanent credit for the *original* design alongside the original ref sheet. (It’s still appreciated regardless.)
 - iv. I, the artist, **do not** require credit on any future redesigns or updates that I am not part of based on the original design.
 - v. **In regard to original species/projects with background characters:**
 - 1. In any instance where an OC/design belongs to a project, be it on-going or one off, that is original work in terms of story, setting or species, I, the artist, retain the right to blacklist or revoke association of the design if the owner violates this TOS or otherwise proves problematic to myself, my brand(s), my projects, those I am part of the formation of or those belonging to my associates.
 - 2. Layman’s terms: if I draw an OC/custom/adopt of an original species I made OR make/add one to any of my projects (or those made by friends) or art pieces, I can boot them from being affiliated if you act like a dingsus.
 - 3. I **do not** revoke ownership of the design but **will** insist the OC be redesigned, in whole or in part, or lore-altered to remove association.

7. Customer Satisfaction

- a. I enjoy making people happy and will strive to do so to my best ability with any commission, within reasonable ability.
- b. The purpose of permitted changes in a piece throughout the process is to enable immediate alteration to meet satisfaction of the customer. The sooner a client can tell me to fix something, the better it is for everyone.
- c. I am willing to take on [credited] secret projects or alter terms for things where privacy is needed. I only need to be asked at the beginning of the commission.
- d. Commercial rights can be bought at any time to enable distribution of artworks purchased from me, you only need to ask.
- e. If products are for personal use and not mass sale or profit, you can use the art however you want as long as it's credited.
- f. Art files (.csp, .psd, etc) and speedpaints can be requested but will only be delivered after full payment is met. Please inquire about speedpaints at the beginning to guarantee one rather than leave it to chance. Likewise, denying a speedpaint ensures none will be made at all.
- g. Clients are allowed to message me directly for updates if none are given for a period of time, within reason. I maintain an active social media page (primarily: bluesky) where certain life updates are provided that may affect commission turn over. This is the first line of information for all clients.
 - i. In cases where there is no social update, clients are encouraged to reach out directly.
 - ii. Cases where a specific commission or client is delayed or cases where I am not comfortable publicly explaining delays will be addressed in DMs.
 - iii. I am allowed to determine what is considered 'reasonable' in terms of interaction and requests for updates.
 - iv. **I have a full time job which takes priority over commissions so please be kind when delays occur.**

8. Refund/Cancellation Policy

- a. Refund cost is reflective of the prices on the date of the order being placed, NOT subject to alteration based on price fluctuation. (I.e. if my prices increase after the date of a commission being placed and a refund is requested, the refund is calculated based on prices from the date of the order, not the new prices.)
- b. Refunds cannot be requested **beyond 7 days after completion and delivery** of the approved product. After said time, the commission is deemed unproblematic and therefore no longer viable for changes; **commission files are deleted after 10 days**, making changes impossible without a full re-commission.
- c. Refunds are available in sections based on completion of product:
 - i. Prior to starting a commission, clients are entitled to 100% refund of any paid price, be it partial or in full.
 - ii. If a commission is canceled at any point in the sketch phase, the refund will only be 70% of the total price based on the quote price.
 - 1. *The 30% is a non-negotiable Kill Fee, i.e. I, the artist, am entitled to a minimum of 30% of the total commission cost should the client choose to cancel at any point beyond starting the order. That 30% can be waived only at my discretion and will be calculated and deducted from any amount previously paid. If the amount paid is less than the 30% minimum, no refund will be issued.*

- iii. If a commission is canceled at the lineart stage, the refund will only be 50% of the total price and the client will only receive the sketch phase. If lineart is completed and coloring has not started, the refund will only be 40% of the total cost and the lineart phase will be delivered.
- iv. If coloring has started at any point, a refund will no longer be viable; persistence in being refunded or successful demands/chargebacks for the full price will result in a blacklist and immediate termination of the project files. No phases will be delivered.
- d. Refunds will be offered if I, the artist, am not able to complete the project due to personal or outside issues.
- e. Refunds will be returned via whichever app was originally used to pay for said commission as a separate transaction; do not engage a chargeback for a refund.
- f. Attempts to initiate a chargeback for any amount not agreed to in part 7-C, or doing so at any point when a refund has not been offered, agreed to or is no longer valid, will result in an inquiry with Paypal where I will provide evidence of discussion, payment and delivery to enforce the wrongful chargeback of funds. I am entitled to screenshot the commission discussion at any time for this reason. This is to protect myself from false chargebacks.
- g. False chargebacks will result in Buyer Bewares and black listing.