

Danza's Terms of Service

As my client, you *automatically* agree to the following conditions upon commissioning me for artwork.

1. Overview

By commissioning me, you ***automatically agree*** to allow me to repost and/or redistribute your commission (my art) as I see fit unless we have agreed otherwise beforehand. I retain all rights to my work. I post all commissioned works online publicly. I reserve the right to resell my commissioned artwork in the form of prints, digital downloads and merchandise generally.

The client may make prints of their commission for personal private use but may not profit from the artwork or make alterations or changes to the image not agreed upon beforehand. The client may not monetise their work in any format including NFTs and blockchain related alterations.

I only work with clients with a proven positive history of working with artists. Inquiries by empty/inactive accounts will be rejected and commissioned work less than 6 months old won't count towards trusted status. Ideally clients need 1 year or more commissioning history to have their commission request taken seriously.

I may accept payment plans if the payment is in excess of £800, is split into no more than 2 payments and is from a client with an extremely credible history commissioning artwork of a similar price. Larger projects can be split into more payments with the minimum payment being £400. Work will begin on the project when the final payment has been made.

Commission price quotes are valid for 30 days. After this they may be subject to change and may change if the client requests additions or aspects to the work that increases the time required to create the piece.

2. Notes on Patreon Exclusivity

Regarding works posted by the client any "alt" versions created at no extra cost are to be kept by the client privately and not posted publicly. Clients are encouraged to post artwork I've created for them but regarding the resolution of their post must not exceed 1270x1270 pixels [standard maximum resolution I post to my galleries].

Other alternate versions may be offered by myself to the client at no extra charge created for the client to refrain from posting online. This will be agreed upon before the alternate versions are created. The reason it is free to the client is it will be posted exclusively to Patreon so in essence is paid and supported by my Patrons.

In rare cases where the theme of the image would require alternate versions to be made for the scene

to make sense the client can pay for my time to create that version and post the public resolution of it [1270x1270 pixels max] to their gallery. This has to be agreed before the image is finished and the extra time paid for as it would no longer be a Patreon exclusive image.

3. Posting Commissioned Art

The commissioner has rights to distribute the public versions of their image, however any commissions intended for commercial use must be specified beforehand. Any artwork intended for commercial use may be subject to additional terms and conditions.

The client has the right to post the public resolution of the main version of their commissioned work [1270x1270] to any public galleries they wish. Any alternate versions are for their private collection and not to be posted online.

When uploading artwork I have created you agree to credit me as the artist and to link to either my FA or Twitter.

When commissioning art involving other people's characters, you must have consent from the owner of that character to be involved and to be drawn by myself.

I reserve the right to refuse commissions from anyone I choose for any reason.

I reserve the right to cancel a commission into its progress and refund the client's payment **partially or in full** depending on how much progress I have made on the commission.

If a client becomes rude or abusive during the commission process I will cancel the commission, refund fully or partially their payment depending on work completed so far and end all business communication with said person in the future.

4. Process

I update the client with a rough sketch for their approval regarding basic form/pose. I then add in character details and do the neat sketch. I then check with the client via update before lining or painting. **Once lining and painting I do not accept change requests to the neat sketch/lined image. Any requests for changes to the sketch/construction when the image has been lined or coloured may either be rejected or subject to fees.** I will update the client once base colours have been applied for their feedback. If it is difficult to get in touch with the client I may complete the commission without showing the base colours. I am however fully able to adjust individual colours to suit client preference even if the work has been completed.

Note to Changes: I do not class required commission changes/tweaks as my mistake if the client has given me incorrect references to work from and has not notified me of this beforehand. I work from what I am given and cannot be expected to make many revisions for free due to a client's indecision or lack of supplied visual/textual character information. When given the sketch for review it is **vital the client requests any and all fixes/tweaks at this stage.** I do one round of changes/tweaks after the sketch has been completed and then continue to lining/colouring etc. If the client requests

another round of changes this may be subject to fees. To avoid this, please use clear communication and supporting visual references where needed.

Regarding what you receive I will provide you with a high resolution PNG file. Additional cropped versions [IE avatars and close-ups] must be requested beforehand and will be done free of charge.

I only begin work on a commission once I have been paid in full.

In extreme cases of non-payment or abusive communication I will be forced to report about an uncooperative client to the artist beware community. I do not tolerate dishonesty or malicious intent.

In the event that an edit or change is required in any commission: I will make small adjustments after the initial sketch for free. Any specific errors I have made I always do with no surcharge such as missing character details or pose/anatomy errors. I reserve the right to charge a client for excessive changes or if they have changed their mind about what they want portrayed. Any surcharges are based entirely on expected time required to fulfill any additional change requests beyond the scope of the fixes/adjustments in the sketch stage.

5. Privacy and Confidentiality

You the client and I both agree that we will not share any private details exchanged as a result of you hiring me to any third parties. Private information in this context refers to:

- Any real names
- Addresses both physical and email/contacts/messenger/IMs
- Paypal information
- Bank details
- Any information that could be used to identify either of us that isn't already publicly available.

After the commission is completed I delete all references and information pertaining to the commission in accordance with the ICO guide to data protection

<https://ico.org.uk/for-organisations/guide-to-data-protection/>