## - RINGSTUDIOS TERMS OF SERVICE -

Last updated: 12/29/2022 Subject to Change without notice

#### **DISCLAIMER**

- By purchasing my art, you automatically agree to the following conditions.
- Please read this entirely and carefully, I will refuse your commission if you do not agree to these terms.
- I do not allow my art to be used for AI purposes and all alike. Please do not upload it to any AI sites/engines as this will compromise my work.
  - NFT usage is forbidden.
- If you are not comfortable with my Terms of Service and/or not willing to agree to the conditions, you may not request a commission.
  - If you have any questions, please contact me!

## **USER AGREEMENT**

- By commissioning me you agree that you have read and accepted all the terms described herein.
- You will agree to the policy of using art for personal, non-profit purposes unless otherwise stated, and provide all image credits to me.
  - Violators will be added to a blacklist indefinitely.

**GENERAL** 

CLIENT

- You, the client, will be expected to first read my TOS and understand my general commission prices.
- You, the client, may display my work on external sites as long as it is visibly credited to me.
- You may not claim my work as your own.
- You may use the artwork for any kind of personal use.
- You may not use the artwork for redistribution or commercial projects unless otherwise discussed.
- In the case of an adoptable character, you retain all rights to the character design.
- You are not authorized to change, modify, edit commissioned work without my permission.
- You are not authorized to trace over my artwork in any way.
- Any harassment towards me will result in the client being placed on a blacklist.
- Clients are permitted to include watermarks on their commission indicating intellectual property and ownership- credit to me for the art is still necessary.
- By placing an order you agree to these terms and conditions. Please read these terms carefully.

## **ARTIST**

- By commissioning me you are purchasing my service as an artist only.
- I reserve the right to post your finished artwork in my gallery unless otherwise discussed.
- Private commissions may be discussed with a privacy fee applied.
- I reserve the right to decline any project or client for any reason
- I reserve the right to refund you the full amount paid if I can no longer work on your project for any reason.
- I will not try to emulate another artist's art style for a commission

# COMMERCIAL USAGE AGREEMENT

- If you, the client, wishes to order a commission for commercial use. The total price of the commission, as well as any other royalties, will be agreed upon upfront.

- The minimum price increase is 100% of the original price- meaning double the end sum. However I reserve the right to increase this percentage if I deem fit.
- The following circumstances I consider commercial use: Reproducing and selling the artwork, in cases where the commissioner sees profit from my work.

## COPYRIGHT

- I reserve the right to sign and/or watermark my own work. I will send you a full resolution, unwatermarked image, but my signature will remain on all versions of the artwork.
- You are responsible for protecting your ownership over rights to a character design made by me by adding your own form of watermark when uploading to external sites.
- I retain all copyright over my work, which includes the right to post, use as an example image in self promotion, and used as a sample in sales unless otherwise discussed.
- In the cases of public commissions, I may post it publicly with credit to the client for the character's design
- I will not claim the rights to a client's character- Therefore I will not reuse/resell the artwork for personal or commercial projects unless agreed upon.
- In the case of an adoptable, I will not reuse/ resell the rights to the design once ownership is transferred to the client.
- WIP's of your commission may be posted to my patreon, unless the commission is private.

# NDA- PRIVACY REQUEST

- If you wish for your request to be private, it must be stated during the ordering process.
- I reserve the right to charge a fee.
- The privacy request entails that I am not allowed to share any WIP's on social media, nor am I allowed to share the process of the commission anywhere.
- However, this also means that you, the client, are not permitted to post the commission publicly.
- The NDA fee starts at 20% of the total quote.

#### **COMMISSIONS**

## **ORDERING**

- You are expected to fill out the commission ordering form on my website.
- If I accept your commission, you will get a reply from me to further discuss the details, as well as a final quote. If you, the client, agrees then the slot will be confirmed.
- To guarantee the total accuracy of your commission, please include clear references of any character, prop, and let me know of any key details.
- If your character is extremely detailed or wearing anything with extreme detail, I have the right to charge a fee to include these details.
- Before taking part in any transaction, all of the commission details must be discussed.
- After everything is processed and confirmed, I will send you an invoice. You need to confirm the payment with me before I can start your order.

#### **PAYMENT**

- I am not responsible for any mistakes that are made on your part over the course of the transaction.
- I may only accept USD as payment, you are responsible for making any currency conversions.
- It is expected that you deposit 100% of the price upfront before I start.
- After the payment is fully received, you will be placed in the queue with an indicator of your payment.
- I will initiate the transaction to avoid accidental transactions. Please do not send me any kind of payment until I have confirmed I can accept your commission and have asked for payment.
- Payments via paypal are sent via invoice method only unless otherwise stated.

- For auctions, you are not allowed to retract your bid. Only bid if you are sure you can pay your bidding.
- PAYPAL DISCLAIMER- All of my sales are digital artwork unless otherwise stated, and nothing is ever intended to be shipped to you, the client. I am not required to ship any item unless it was explicitly discussed.

## **REFUNDS**

- I can refund 100% of the payment only if I have not started working on the project.
- Partial refunds may be granted if I have already started. The amount will depend on what stage I am in the process of creating the art.
- Refunds may not be granted if the work is close to completion or already completed.

## **CHARGEBACKS**

- Under no circumstances is a chargeback permitted.
- If for any reason paypal malfunctions or authorizes a refund request without your knowledge, you must contact me as soon as possible in order to resolve the issue.
- You are required to contact me if you need to cancel a commission request so that I may refund you.
- Purposefully issuing a chargeback without contacting me to cancel/refund a project will result in an automatic blacklisting for you, including all side accounts.

## QUEUE / SCHEDULING / WORK SPEED / DEADLINES

- Standard commissions may take up to two months to complete. Large projects may take longer.
- Commissions are typically started within a month of payment.
- The client may view my commission queue in my trello to see the other projects before theirs, and to see my status in each of them.

- You reserve the right to set a deadline for your commission- with a rush fee applied.
- If the client wishes to set a deadline, it must be discussed prior to payment.
- Rush fees are at least 20% of the total price, fees may vary depending on the project and the timeframe provided.
- Estimated project start dates are listed on my trello, under each name.
- You, the client, reserve the right to be notified of any delays.
- Patreon rewards will be completed within the month subscribed unless otherwise stated- these special circumstances include: Holidays, Illnesses, Family engagements, Emergencies.
- I typically work Mon-Tues, Thurs-Fri, and sometimes Saturdays. I am offline most Wednesdays and Sundays.

## **REVISIONS AND FEEDBACK**

- I will send works in progress to the client after payment is completed.
- These will be lower quality images
- I am not responsible for any unsatisfactory element of the finished piece if no feedback was given to amend it.
- The responsibility is on you to ensure your order contains the details you want me to follow.
- I will send a sketch, flat colors, and background WIP's as I work.
- You may make large revisions to the pose, character proportions, or anything else that needs to be corrected during the sketch stage.
- Only minor revisions can be made after the piece is inked and colored ( coloring mistakes, or missing markings for example) none to the pose or main bodies.
- Each time I send a wip to a client, I expect some sort of approval or revision.
- Asking for revisions to a final piece is not permitted or may be subject to a fee depending on the change. If something is missing and I am at fault, I will correct it with no fee to the client.
- I will not be responsible for any changes in ownership or design changes to the character if the changes are made after the commission has been completed.

- A high resolution png will be sent to the client after completion.
- I can not go back into old projects to make revisions
- You, the client, are responsible for saving any information, images and other digital data I provide.
- I am not required to post your project in any public space, and if posted, I am not required to keep it there indefinitely
- I keep csp files for 3 months and then may delete them to save on space on my computer.

#### **SERVICES**

- **Will/ can do:** Furries, humans, animals, pets, pokemon, sonic OCs, My little pony OC's, complex designs, fanart, backgrounds, reference sheets, custom character designs, couple art, group photos, photo draw overs (you must own the original photo), fake tv screenshots, fantasy combat, NSFW\*
- **Won't/ can't do**: Most fetish art, hyper body parts, extreme mecha or machine parts, hate speech, major gore/ weapons in the act of harming other characters, art depicting death/killing, art depicting war, politically driven art, feral nsfw, heavy drug use ( recreational weed and alcohol ok to draw), religious themes, minors in any nsfw/ seductive setting
- \* I will never draw feral or minors in an nsfw piece, including feral pokemon so please do not ask

  \* NSFW commissions require valid proof of age- must be 18 years or older to buy

#### PATREON REWARDS

- Patreon rewards are as follows:
  - "Ice cream sundae" client will receive a simple shaded headshot of their chosen character for each month suscribed
  - "Ice cream cake"- client will receive a rendered illustration of their chosen character- character view can range anywhere between a half body to full body, depending on the scene and the artist's discretion. Clients will also receive a simple shaded headshot of their chosen character.

- All patrons in the tier "Double scoop or higher receive a 15% discount on general commissions and multislot YCHs. This does not apply to auctioned YCH's or adoptables
- The recipient may choose to "upgrade" to their reward and pay the difference depending on the size of the upgrade.
- Permitted upgrades for **headshot** rewards include: Switching shading styles **OR** upgrading to a headshot to a half body.
- Permitted upgrades for a **rendered illustration** include: Adding an alternate version to the piece (i.e. nude, outfit swap, or expression change)
- If the client wishes to make an upgrade that does not fall into one of these categories, they must let me, the artist, know the month before the reward is due. The large upgrade will count as a commission slot and I will need to account for it when opening for general commissions.
- All patreon rewards must adhere to my Terms of Service