

Foxinajacket's

Terms of Service

1. Drawing content

1.1. I will draw:

- ◆ Animals (fantasy characters also) ;
- ◆ Fan-arts ;
- ◆ Anthros ;
- ◆ Artistic nudity;
- ◆ Blood ;
- ◆ Human characters .

1.2. I will NOT draw:

- ◆ Robots, machines ;
 - ◆ Pictures offending the religion, the race, the person ;
 - ◆ **ADULT ART** (sex scenes, fetishes, exposed genitals etc.) ;
 - ◆ Architecture (detailed city, churches, etc.) ;
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2. Resolution

For shaded pictures and full illustration I work in ~3000px, 350DPI resolution.

I work basically on the printable A4 format, but it may vary depending on the composition and format.

To every full artwork, you'll receive both full resolution and web resolution (about 900 px on longer side).

3. Process

For all bigger commissions, I always show an approval sketch.

At this stage, you can request changes and tweaks; sketch can be edited 2 times, any edits after will cost extra.

I often show the commission on the flat colours stage too, so if there are any mistakes in your character's markings - we can fix them from there.

There are no approval sketches available for the "coloured headshot sketch" commissions, unless specifically requested. This particular form leaves me the artistic freedom of interpretation of your character.

3.1. Contact

You can contact me through notes on Furaffinity, DM on Twitter or the following e-mail:

[contact\[at\]foxinajacket\[dot\]com](mailto:contact@foxinajacket.com)

3.2. Payment

Payment has to be made after sketch approval.

Currently I accept **PayPal** (worldwide)

The currency is **USD**.

3.3. Turn-around time

Processing time for a commission depends logically on its order and how busy I am.

The minimum is 7 days after the sketch approval, I keep the maximum up to 2 months.

You can ask me anytime about the progress, but please do not overuse it. I usually inform you myself about the progress.

3.4. Finishing your order

Once finished, I'll upload your commission into my gallery unless we spoke otherwise (e.g. making it private/showing before uploading/uploading it on a set date).

You'll receive your commission in full resolution and resized resolution, fitted for the web.

4. Copyrights - my rights, your rights

4.1. My rights

I have the right to upload your commission into my online galleries/social networks (e.g. Furaffinity, Twitter, Tumblr, etc.) unless we spoke otherwise.

I reserve the right to put it in my portfolio.

I reserve the right to make profit out of commissioned piece (prints).

I have the right to cancel your commission for any reason.

I have the right to make profit, sell or have personal use of declined commission sketches.

4.2. Your rights

You have the right to crop the artwork for the online use (avatars, banners, others).

You have the right to make small changes on the finished product (i.e. adding text, changing colours when the character's design changed). However, I'm usually willing to make such changes for free or for a small fee.

!! NOTHING made by me, under any circumstances, may be used in any blockchain-related technology, to include NFTs, cryptocurrency, machine learning or any future inventions in the space.

4.2.1. Private use/sharing

You may re-upload your commissioned artwork into your online galleries or social networks, but only the web-sized resolution.

However I ask you for a credit for the artwork and/or a link-back to my gallery.

You have the right to share the full resolution with friends and family etc.

You have the right to make non-profit prints of your commissioned artwork - you don't need my explicit permission for it.

All files will be available in my Dropbox from 3 to 6 months. Please download and archive them; I am not answering for losing the files after this time.

As previously mentioned, **your commission is for private use only**. You cannot sell it or use it commercially unless we talked about it.

5. Image rights

5.1 All works are available under license CC BY-NC-ND as long as not stated otherwise in an individual contract.

5.2 I retain full rights to my artworks including promoting myself in profit and non profit way.

5.3 COMMERCIAL PRICE: If you wish to sell merch using my art, the fee will be 200% of the original price!

The following is considered Copyright infringement:

- Reproducing/using the copyrighted artwork commercially (Making money off it in any way unless discussed upon)
- Taking Credit for the creation of the artwork.
- Removing any watermarks/signatures.
- Altering the artwork without my, the artist's, consent.

5.4. Should the client decide to change or adjust the commissioned work through the use of machine learning or derived technologies, or create derivatives of the commissioned works through the use of machine learning or derived technologies, I will consider this an automatic purchase of exclusive rights and charge the standard fee per artwork. Please inquire about the exact fee for your commission in advance.

6. Refunds

Accidents and life situation happens and we both (me as well as the potential commissioner) understand. I give...

■ Full refund, if

I cancel the commission;

you cancel the commission in the sketch phase.

■ Partial refund, if

I cancel the commission because of rudeness/rushing/failed communication

you cancel it during the drawing process -> the further I go, the less refund you'll get

■ No refund if

the artwork is almost done or finished;

it contains smaller commissions (sketches, icons).

7. FOXINAJACKET Privacy Policy

By ordering a commission from me, you confirm that you have read and accepted this data privacy notice and also terms of service.

This privacy notice is produced in order to keep you informed how I handle your personal data. All handling of your personal data is done in compliance with the General Data Protection Regulation (EU) 2016/679.

1. What kind of personal data I process:

1. Identity data - such as names, usernames
2. Contact data - such as addresses and email addresses
3. financial data - your paypal email address
4. transaction data - details about the commissioned piece

In most cases, the only personal information I need to complete the order is your email address (for direct contact purposes regarding the commission), your paypal address (to fill a paypal invoice and proceed the payment) and the details about the commissioned piece.

If a client requests it I can, as a registered sole trader, create a full invoice, working as a lawful receipt. To create a full invoice, I need to ask for client's full name and address assigned to PayPal

When you pay via paypal, I also receive some information about you (mostly the name you use for paypal account, sometimes address if the shipping option was not unchecked) that paypal passes to me. These transactions are subject to the provider's (in this case, paypal's) privacy notices/policies.

Giving me any of your personal information is voluntary, however I cannot fulfil a commission order without the data mentioned above.

2. Lawful bases for processing personal data

GDPR provides 6 types of lawful bases for processing data. They are:

1. 'consent';
2. 'performance of a contract';
3. 'compliance with a legal obligation';
4. 'protection of client's, or another's vital interests';
5. 'public interest/official authority'; and
6. 'legitimate interests'.

The lawful bases for the type of processing data I do, are mostly performance of a contract (I really do need your email and your commission details to make it happen!), compliance with a legal obligation (if a client asks for a full receipt, I do need their full name and home address, and I am also obliged to store the receipts for nearly 6 years) and, of course, client's consent.

3. Your rights

Customers' rights include:

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- The right to be informed of how your Personal Data is used
 - The right to review and, if needed, correct, any personal data held about you;
 - The right to withdraw consent at any time
 - The right to erasure
 - The right to complain if you find your privacy abused

4. How long will your personal data be kept

I do my best to minimise both the amount of personal data held and the length of time for which it is held. To put it in simple words, your data will be kept as long as both the purpose for which it was collected, and your consent, are still valid.

If data were collected because they were essential to perform a contract or because I needed them to be compliant with legal obligation, they will be held for an adequate period to exercise or defend legal claims&obligations.

5. Who else will receive your personal data?

If a full receipt/invoice was created for your order, it will be passed to my accountant, and that is the only third party that receives the personal information I collect.

6. Contact information

I am a sole trader registered as Aleksandra Popowicz FOXINAJACKET

registration number: 9820382583

contact email: apop.grafik@gmail.com

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- [Commission Prices](#)