

COMMISSION TERMS OF SERVICE

Personal & Commercial Art Commissions

By commissioning me, you confirm that you have read, understood, and agreed to these Terms of Service.

1. GENERAL

- I reserve the right to accept or decline any commission request.
- Please provide clear references and a description of what you would like before I begin.
- The artwork will be created in my own artistic style. I will not exactly imitate another artist's style.
- Major information or requests added after work has begun may result in an additional fee.
- You must be 18 years or older to commission me, or have permission from a parent/legal guardian who is responsible for the purchase.

2. PAYMENT

- Payment is split into two parts: 50% of the total price must be paid upfront before I begin working, and the remaining 50% must be paid before the final high-resolution artwork is delivered.
- I will not begin working until the upfront payment has been received.
- Accepted payment methods: PayPal, or Tikkie for clients living in the Netherlands.
- Prices depend on the complexity of the commission and may increase for additional characters, detailed backgrounds, complex props/designs, commercial usage, or other additional work.
- Any additional costs will always be discussed with you before I continue.

3. PROCESS & UPDATES

- I will provide regular updates throughout the commission.
- SKETCH STAGE: I will send you the sketch before continuing. This is the best stage to request changes to the pose, anatomy, composition, expression, clothing, and other major design elements.
- FLAT COLOR STAGE: I will send you the flat colors before beginning the final rendering. This is the best stage to request changes to colors and other major color decisions.
- Once you approve a stage, I will continue to the next stage. Please carefully check each update before approving it.
- Changes requested after an earlier stage has already been approved may require an additional fee if they involve significant reworking.

4. REVISIONS

- Every commission includes up to 3 free revision rounds.
- A revision round means one collected list of changes requested at the same time. Please send all changes you notice together whenever possible.
- Small changes can include color adjustments, small anatomical corrections, and minor design changes.
- Major changes such as completely changing the pose, character, outfit, composition, or background after these elements have already been approved may require an additional fee.
- Additional revisions after the 3 included revision rounds may be purchased. I will always tell you the additional price before making a paid revision.

- If I made a mistake or misunderstood something that was clearly included in your original request/references, correcting that mistake will not count as one of your revisions.

5. TURNAROUND TIME

- Most commissions take approximately 1-4 working days, depending on complexity and my current workload.
- The estimated working time begins after I have received both your 50% upfront payment and all necessary references/information.
- Time spent waiting for your response or approval does not count toward the estimated working time.
- The 1-4 working day timeframe is an estimate and not a guaranteed deadline unless we have specifically agreed on one beforehand.
- If an unexpected situation significantly delays your commission, I will contact you.
- Rush commissions or guaranteed deadlines may require an additional fee.

6. COMMUNICATION

- Please respond to progress updates and questions within a reasonable amount of time.
- If I am waiting for your response, the commission will be placed on hold until I receive the necessary information or approval.
- If you disappear for an extended period despite attempts to contact you, I reserve the right to consider the commission abandoned.
- Any possible refund in this situation will depend on how much work has already been completed.

7. CANCELLATIONS & REFUNDS

- If you are a consumer and the commission is purchased online or otherwise at a distance, you may have a statutory 14-day right of withdrawal under applicable Dutch/EU consumer law. This section does not limit any mandatory statutory rights.
- Because my normal turnaround is 1-4 working days, you may ask me to begin work before the statutory withdrawal period has ended. Where the law requires it, I will only begin after receiving your express request to start during that period. If you then exercise a valid right of withdrawal before the commission is fully completed, you may be required to pay a proportionate amount for the work already performed, where permitted by law.
- Where applicable law allows the right of withdrawal to end after a service has been fully performed, this will only apply where the legally required prior express consent and acknowledgement have been obtained. Separate rules may apply to the delivery of digital content. Nothing in these Terms removes rights relating to work that does not conform to what was agreed.
- Outside any statutory withdrawal or remedy rights, voluntary cancellations after work has started will be handled according to the amount of work already completed and the circumstances of the commission. If I am unable to complete your commission and cancel it myself, you will receive an appropriate refund for the portion of work not completed.

8. CONSUMER WITHDRAWAL & IMMEDIATE START

- If a statutory right of withdrawal applies, you will receive the required information about that right before the commission is concluded.
- If you want me to start your commission during the statutory withdrawal period, I may ask you to give a separate express request/consent before I begin. Agreement to these Terms alone should not be treated as a substitute where separate express consent is legally required.

- Example consent for a service commission: “I expressly request that work on my commission begins during the statutory withdrawal period. I understand that, if I validly withdraw before the service is fully completed, I may have to pay a proportionate amount for work already performed. I acknowledge that, where legally applicable and after full performance with the required consent, I may lose my right of withdrawal.”
- For delivery of final digital content, I may request any separate express consent and acknowledgement required by law before making the final downloadable file available.
- If I sell through my own website or online shop, I will provide any legally required withdrawal information, model withdrawal form, and online withdrawal/cancellation function applicable to that sales method.
- These Terms do not exclude statutory remedies if the delivered commission does not match the agreed description or otherwise fails to conform to applicable legal requirements.

9. FINAL DELIVERY

- The remaining 50% payment must be received before I send the final high-resolution artwork.
- Before final payment, previews may be watermarked and/or reduced in resolution.
- After full payment, you will receive the final digital artwork in the agreed file format and resolution.
- Editable/source files such as PSD, CSP, or other layered working files are not included unless specifically agreed upon beforehand.
- Physical products are not included unless specifically stated as part of your commission.

10. COPYRIGHT & OWNERSHIP

- Unless we have made a separate written agreement, I retain the copyright to the artwork I create.
- Purchasing a commission does not automatically transfer copyright or commercial rights to you.
- Standard commissions are for personal use only unless commercial usage has been discussed and purchased separately.
- Personal use can include posting the artwork on personal social media, using it as a profile picture or banner, using it on personal character/reference pages, printing copies for yourself, and other non-commercial personal uses.
- You may not claim that you created the artwork yourself.
- Credit is greatly appreciated when publicly posting my artwork and may be required where specifically agreed.

11. COMMERCIAL USE

- Standard commission prices do not include commercial usage rights.
- Commercial use includes, but is not limited to: merchandise, products for sale, advertising, branding, monetized content, promotional material, books, games, or other commercial projects, and any other use intended to directly or indirectly generate revenue.
- If you intend to use my artwork commercially, please tell me before commissioning me.
- Commercial usage may require an additional licensing fee depending on how the artwork will be used.
- Commercial usage rights do not automatically transfer ownership of the copyright.

12. MY RIGHT TO DISPLAY THE ARTWORK

- Unless we have agreed otherwise beforehand, I reserve the right to display commissioned artwork in my portfolio, website, social media, commission examples, promotional material, and exhibition material.
- If your commission must remain private or cannot be posted until a particular date, please tell me before commissioning me.

- For confidential professional projects, an NDA or separate confidentiality agreement can be discussed.

13. PROHIBITED USE

- Unless I have explicitly given written permission, you may not claim my artwork as your own work.
- You may not resell or redistribute the digital artwork itself, sell prints or merchandise containing my artwork, or use a personal-use commission commercially.
- You may not license or sell my artwork to another person or company.
- You may not remove my signature or watermark for the purpose of falsely claiming authorship.
- You may not mint, sell, or distribute the artwork as an NFT or similar blockchain asset.
- You may not use my artwork to train or fine-tune generative AI models or submit it to datasets intended for generative AI training.
- You may not use my artwork with AI systems for the purpose of generating derivatives intended to imitate or replace my work.
- You may not significantly alter my artwork and present the altered version as artwork created or approved by me.
- Commercial or extended usage rights must be discussed separately.

14. ORIGINAL CHARACTERS

- If I draw your original character, you retain ownership of your character.
- I retain copyright over the specific artwork/illustration I created unless we have agreed otherwise in writing.
- Drawing your character does not give me ownership of your character or intellectual property. Likewise, owning the character does not automatically give you copyright ownership over my illustration of that character.

15. REFERENCES & COPYRIGHTED MATERIAL

- You are responsible for ensuring that you have permission to provide or request the use of protected logos, photographs, character designs, or other copyrighted material where permission is required.
- References may be used as inspiration/guidance, but I will not intentionally create an exact copy of another artist's artwork.
- If your commission involves intellectual property belonging to somebody else, you are responsible for ensuring that your intended use is permitted.

16. PAYMENT DISPUTES & CHARGEBACKS

- If there is a problem with your commission, please contact me first so we can attempt to resolve it.
- A payment dispute or chargeback does not automatically remove the obligation to pay for work that has already been completed according to our agreement.
- I may retain commission conversations, progress approvals, payment records, and delivered files as proof of the transaction if necessary.
- Nothing in these terms removes any rights you may have under applicable consumer law or payment-provider rules.

17. AGREEMENT

- By sending payment for a commission, you confirm that you have been given access to these Terms of Service and agree to the terms applicable to your commission.

- Any exceptions or changes to these terms must be agreed upon in writing by both the client and artist.
- These Terms of Service may be updated for future commissions. The version agreed upon when your commission is accepted will apply to your commission.

Consumer-law note: These Terms are intended to work alongside mandatory Dutch/EU consumer law. If a mandatory legal rule gives the client stronger rights than these Terms, that rule applies.

Thank you for commissioning me!