I WILL NOT DRAW: R18/NSFW, fetish art, or anything else that makes me uncomfortable. I have the right to decline any request. All prices displayed are the base prices and can increase based on complexity and scale.

GENERAL

You, the Client, may display my work on external sites as long as it is visibly credited or linked back to me.

You may not claim my work as your own.

You may use the Artwork for personal use including but not limited to: avatars, phone or computer wallpapers, and profile displays.

You reserve the right to print or create an otherwise physical reproduction of the Artwork as long as it is for your PERSONAL use only (ie. NOT for sale).

You may not use the Artwork for redistribution or external projects, commercial or non-commercial (i.e. t-shirts, mugs, public flyers, etc.) unless otherwise discussed.

In the case of an adoptable, you retain the rights to the character design.

You are NOT authorized to change, modify, edit or use my works without my permission.

You are NOT authorized to trace over my Artwork in any way, including the use of the artwork as a “base.”

Clients who have commissioned and/or received work before this TOS has gone into effect are still bound to its contents.

My watermark will be present on ALL of my work.

By placing an order, you agree to these terms and conditions. Please read these terms carefully.

PAYMENTS

It is expected that you pay 100% of the price upfront before I start. Payment Plans can be arranged.

I will send several WIP (‘work in progress’) images after 100% of the payment is completed.

You reserve the right to set a deadline for your commission. This deadline must be disclosed prior to payment.

Rush fees are at least + 30% of the commission.

Fees will vary depending on the project and the timeframe provided.

I will initiate the transaction to avoid accidental transactions. Do not send me any kind of payment until I have confirmed I can accept your commission AND have asked for payment.

If payment is not made in a timely manner (72 hours/ 3 days) after I've placed the invoice, the commission will be cancelled.

If you, the Client, wish to order a commission for Commercial use, the total price of the commission, as well as any other royalties, will be agreed upon upfront.

If you previously ordered a commission without commercial rights and now want to use the commission for commercial purposes, you must buy the commercial rights from me. Please message me for a quote.

MONEZITED AND COMMERCIAL USAGE

If you, the Client, wish to order a commission for Monetized Use or Commercial Use, the total price of the commission, as well as any other royalties, will be agreed upon upfront.

The minimum price increases by 20% of the original price, this is non-negotiable.

The following cases are considered monetized use:

Cases where you receive profit from a medium/platform where you have posted/use my artwork, (eg. Patreon, YouTube, Twitch, a personal site etc).

The following cases are considered commercial use:

Reproducing and selling the artwork, publicly or privately. In these cases, my artwork is the product and thus will be considered commercial usage.

There may be increases in percentages due to the nature or size of said commercial project.

TIER CONTENT % INCREASE

TIER 1- TWITCH/ YOUTUBE/ TWITTER/ PUBLIC USAGE - 20%

TIER 2- PAID PATREON TIER CONTENT/ PERSONAL SITE- 100%

TIER 3- REPRODUCING / SELLING/ MERCHANDISE- 200%

REFUNDS

I can refund 100% of the payment only if I have not started working on the sketch.

If you wish to cancel the commission, I will refund you based on how many hours I have already worked.

If I cancel a project, I will reimburse the lost fees and refund 100%.

REVISIONS

I will send several WIP (‘work in progress’) images after 100% of the payment is completed.

These images will come in the form of .jpg or .png files as an attachment in the email or a DM.

The responsibility is on you to ensure your order contains the details you want me to follow.

I am not responsible for any unsatisfactory element of the finished design if no feedback was given to amend it.

An unlimited amount of revisions can be made during the drafting phase of the commission. Minor adjustments can be made throughout the art process.

Once the drafting phase has passed, only 3 major revisions are allowed free of charge. Past that amount will incur an extra fee that will be discussed between the artist and client.

Each time I send a WIP to a client, I ask the client to provide feedback to me.

I will not be held responsible for any changes in ownership of the said character.

After the order is completed, minor changes such as colour adjustments are allowed if the missing or inaccurate elements are my faults (e.g., I overlooked details provided in the order).

DEADLINES AND DELIVERY

I usually take up to 1-2 days to respond to your initial order inquiry, if it takes longer you may message me again.

Once I accept your commission I will start it within 1 week.

Commission completion time varies from 1 week to 3 months. Larger, more complex projects will take longer.

You reserve the right to set a deadline for your commission. This deadline must be disclosed prior to payment.

I have the right to decline a project if there is too short of a time allowance.

If you did not alert me to a deadline, you are not permitted to send reminders.

If you DID alert me to a deadline you are free to send reminders.

If due dates are discussed, it is also the client's responsibility to ensure prompt communication. I will not be held responsible for late delivery.

You reserve the right to be notified of any delays.

USAGE

Using my art for AI purposes is strictly forbidden. Please do not upload it to any AI sites as this could compromise my artwork.

NFT usage is strictly forbidden.

You may use the Artwork for personal use including but not limited to: avatars, phone or computer wallpapers, and personal website/profile displays.

You reserve the right to print or create an otherwise physical reproduction of the Artwork as long as it is for your PERSONAL use only (ie. NOT for sale).

You may not use the Artwork for redistribution or external projects, commercial or non-commercial (i.e. t-shirts, mugs, public flyers, etc.) unless otherwise discussed.

INTELLECTUAL PROPERTY RIGHTS

I reserve the right to sign and/or watermark my own work. I will send you a full-resolution image (by email, via Discord or Twitter), but my signature will remain on both the full-resolution and smaller versions of the Artwork.

You are responsible for protecting your ownership over rights to a character design made by me by creating a copy image with your name added as well (ie. through a watermark) when uploading on external sites.

I retain all copyright over my work, which includes the right to redistribute, reproduce, or use the image as a sample for sales or self-promotion unless otherwise agreed upon.

In the case of a commission, I will not claim the rights to a character design unless it was one of my own designs. Therefore I will not reuse/resell the Artwork for personal or commercial projects unless agreed upon.

ADOPTABLE USAGE RIGHTS

Adoptables are a fixed price which includes full commercial usage.

Refunds are not available for adoptables.

This price can not be lowered, and I will not accept art or original characters as payment.

In the case of an adoptable design, I will not reuse/resell the rights to the design once ownership is transferred to you, the Client.

In the case of an adoptable, you retain the rights to the character design.

I must be credited as the character designer regardless if the design has been edited.

Once you, the Client, have purchased an adoptable you are free to edit, rename and resell the design.

Adoptables can not be resold for more than the original price unless additional art, rigging or assets are included.

Adoptables can be reserved for 1 week (168 hours), if you are unable to pay after this period the adoptable can be bought by the public again.

COMMUNICATION

All communications are done via VGen or through Twitter DM/ Discord / Email.

Twitter- @CallistoA1610

Discord- callistoa

Email- callistoa1610@gmail.com

NDA (Non Disclosure Agreement)

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 if I deem fit.

The privacy request entails that I am not allowed to share any WIPs/information on social media.

However, this also means that you must refrain from sharing any such spoilers yourself.

This is especially important to consider if you are a VTuber and want me to keep assets private until your debut.