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# - TERMS OF SERVICE -

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Subject to Change Without Notice.

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## DISCLAIMER

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

## USER AGREEMENT

By commissioning me, you agree that you have read and accepted all of the terms described in this document.

You will agree here to the policy of the using the art for personal, non-profit purposes unless otherwise stated, and provide all image credits to me.

Violators will be added to my blacklist indefinitely and without warning.

# 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 and linked back to me.
- You may not upload or post my artwork in any gallery that is intended to display your own work only.
- You may not claim my work as your own.
- Please only upload smaller files publicly unless otherwise discussed.
- 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 (e.g. 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.”
- Any harassment in an attempt to bargain for a commission (a ‘slot’) is not tolerated. This includes inappropriately worded comments on my profile, as well as private messages. I reserve the right to place anyone on the blacklist over harassment.
- Clients who have commissioned and/or received work before this TOS has gone into effect are still bound to its contents.

- These clients are permitted to include signatures and/or watermarks indicating the Artwork is my intellectual property. Credit in some form is required.
- 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 for any reason.
- 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 no longer wish to work on your project for any reason.

| <b>Do's</b>                       | <b>Dont's</b>                                 | <b>Maybe</b> (Additional fees may apply) |
|-----------------------------------|-----------------------------------------------|------------------------------------------|
| Fanart                            | Pedo/Loli                                     | NSFW                                     |
| OCs                               | Fetishes                                      | Mecha/Heavy Armor                        |
| Gore (to the extent of my skills) | Anything that makes me Uncomfortable          |                                          |
| Furries                           | Non-Consented Art (applied to ship/lewd/etc.) |                                          |
| Lewd                              | Styles that aren't mine                       |                                          |

If something is not listed you can always ask, however I have the right to decline.

## COMMERCIAL USAGE AGREEMENT

- 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.
- The *minimum* price is an increase of 100% of the original price, meaning double the sum. However, I reserve the right to charge more if deemed fit.
- The following cases are considered commercial use: Reproducing and selling the artwork (publicly or privately), cases where you receive profit from the artwork (e.g. Patrimon, Business cards, Merch, etc.)
- Usage of my art on Twitter, Twitch, Youtube, Discord, and some other platforms where money can be made but not directly from the art, is already taken into account. (e.g. pfp's, banners, overlays, emotes, panels, etc.)
  - This is seen, using Twitch emotes as example, as you are not making money off the emotes themselves nor are you reselling the emotes

## COPYRIGHT

- I reserve the right to sign and/or watermark my own work. I will send you a full resolution image (by email or via google drive), 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 Public Commission, I may do whatever I wish with the art (eg. post it to other sites such as Instagram) but will give proper credit to you for ownership of the character's design.
- 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.

- 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.

## 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 if I deem fit. This will typically apply to larger projects.
- The privacy request entails that I am not allowed to share any WIPs on social media, nor am I allowed to stream the process of the commission anywhere.
- 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.
- The NDA fee usually starts at +10% of the total quote, but it might differ. The larger the project the fee is increased.

# COMMISSIONS

## ORDERING

- You are expected to contact me through the commission order form on my page with an email, Discord DMs, or order through Ko-Fi.
  - Twitter DMs may be missed
  - Vgen Commissions opening over time
- You will then get a reply from me discussing the details (if needed) as well as me confirming your slot.
- I reserve the right to make changes to your request as I see fit unless otherwise discussed. To guarantee the total accuracy of your commission request, please make note of the required details and elements.
- If your character is extremely detailed, I have the right to charge a fee to include these details. This fee will be stated before the transaction, and you hold the right to make changes to your commission request (eg. change the character, agree to simplified design changes) before the transaction is complete.
- Please make your request concisely worded with minimal abbreviations, so as to make the note clear to read.
- Any emails, private messages, and comments that you send must come in the following languages: English.
- Before taking part in any transaction, you are required to wait for a reply so that we can discuss the details.
- I will - after everything is processed and confirmed - send you an invoice. You need to confirm the payment with me before I start your order.

## PAYMENT

- I am not responsible for any mistakes that are made on your part over the course of the transaction.
- I will only accept USD via Square, Paypal, Kofi, or VGen as payment. You are responsible for making currency conversions.
- Commissions between \$1-\$50, it is expected that you deposit 100% of the total cost upfront before I start sketching.
- Commissions over \$50, it is expected that you deposit at least 25% of the total cost upfront before I start sketching. This must be discussed when ordering.
  - After the sketch is approved by you, you are expected to deposit the next 50% of the total cost.
  - If you created a payment plan, I will work in the segments of worth of what has been paid.
- Once payment is sent, I will start sketching. The sketch will then be sent to you for approval before I move further.
- 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.
- Payments via Square and Paypal are sent via Invoice method only unless otherwise stated. I will cover the fees as it is expected from the Artist per PayPal ToS. What you see is what you will have to pay.
- I do not accept payment from shared PayPal accounts unless you are not of legal age and use a parent/guardian's PayPal account.
- If payment is not made in a timely manner (~24h) after I've placed the Invoice, the commission will be canceled.
- Repeated counts of commissioning a project and failing to pay will result in blacklisting.
- For auctions, you are NOT allowed to retract your bid. On your first problematic transaction, you'll receive a simple warning. The next time you back down from the auction you will be blacklisted and refused the opportunity to bid in the future. Only bid if you are sure you can pay your bidding.

## PAYPAL DISCLAIMER

- Please note that all of my sales are "Digital Artwork" and it is the Artwork's "Intellectual Property" that is purchased by you, the Client.
- Nothing is ever intended by either me or the Client, to be physically shipped to them.
- I am not required ever to ship any item unless it was explicitly discussed.

## REFUNDS

- I can refund 100% minus any PayPal fees, taxes and/or other transfer fees of the payment only if I have not started working on the sketch.
- Once I start the sketch there will be NO REFUNDS.
- If I cancel a project, I will reimburse the lost fees and refund up to the worth of what I have not worked. You will receive the efforts to what I have completed to the nearest completed segment.
  - For example if you order a full body color & shaded but I was only able to do the lineart you will be refunded everything except the cost of the lineart
- If we agree on a payment plan and I start the commission after the first deposit has been done, I will not refund your said deposit if you back out of the Payment Plan.

## CHARGEBACK

- You are NOT authorized to issue a chargeback for any reason.
- If for any reason your PayPal account 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 when you need to cancel a commission request.

- Purposefully issuing a chargeback without contacting me to cancel/refund a project will result in immediate blacklisting for you as well as your email address, and anyone sharing your PayPal account, including side accounts.

## QUEUE / SCHEDULING / WORK SPEED / DEADLINES

- I usually take up to 3-5 days to respond to your initial order inquiry.
- You reserve the right to set a deadline for your commission. This deadline must be disclosed prior to payment. Once a deadline is set, that is the deadline I will stick to, it can not be changed.
- I have the right to decline a project if there is too short of a time allowance. I reserve the right to take up to 3 weeks to begin work on your project, and an additional 4 to work on said project.
- If you did not alert me to a deadline, you must not send reminders until this 4 week's buffer period has passed. Reminders will be ignored if they relate to work that has set deadlines prior to your project, including other commissions and gift art.
- If due dates are discussed, it is also the clients' responsibility to ensure prompt communication. I will not be held responsible for late delivery on negligent client-side issues. (e.g. late payments, drastic changes, and or technical issues)
- No harassment over my work speed will be tolerated, regardless of the time that has passed.
- I work on projects in unison. My process is similar to as such:
  - First-come-first-serve however I will prioritize those with sooner due dates.
  - Sprinkle in ones that do not take as long to break up working on larger projects. This gives my mind some time to come back with fresh eyes.
  - If multiple projects are taken on at the same time, it is by what I have most inspirational/comfort with. However I do like to evenly swap between them.
- You reserve the right to be notified of any delays.

## RUSH FEE

- Rush fees are at least + 25% of the commission. Fees might vary depending on the project and the timeframe provided.
- Projects will be started within the first 3-5 days of payment
  - If payments are broken into sections, progress of each section will be started 3-5 days after each payment.
- In some cases, I am able to accept a rush commission that would bring your queue up forward significantly.
- Dates provided are subject to change, details are to be discussed should the client have set dates.

## REVISIONS AND FEEDBACK

- I will send a WIP ('work in progress') image after 100% of the agreed segments 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.
- I will only send a guaranteed WIP for the Sketch, but you are free to request a WIP at any given time. I will try to keep in contact weekly or bi-weekly.
- Up to two major revisions can be made during the drafting phase of the commission. Only minor adjustments within reason can be made afterwards.
  - Major changes include but are not limited: pose changes, changes of major details of a character
  - Minor changes include but are not limited: color adjustments, minor details
- Each time I send a WIP to a client, I prompt the client to provide feedback to me.

- Changes will only be made at the sketch stage. Color corrections will be made at the color stage.
- Any additional major changes to the character or subject will result in a fee, and the fee will depend on the nature of the change.
- I will not be held responsible for any changes in ownership of the said character.
- After the order is completed, minor changes such as color adjustments are allowed if the missing or inaccurate elements are my faults (e.g., I overlooked details provided in the order).
- In the absence of feedback from the customer, any changes to the final piece will be subject to a fee.
- I will not redraw a completed commission unless payment is received for a second order.

## FINAL PRODUCT

- There may be slight differences between the samples in my gallery and the illustration you will receive.
- The commissioner must respect that my artistic style cannot be altered.
- I reserve the right to reject critiques pertaining to artistic skill and stylization, and if the critique reduces the artistic quality of the piece.
- Credit to me, the Artist, is required when you post or use it on another platform.
- You, the Client, are responsible for saving any information, images, and other digital data I provide.
- I will send either a zip file directly through DMs or through Google Drive to be downloaded.
  - If files are sent through email they will likely correlate with the following Google Drive information
- Any file you paid for will be available from me on Google Drive for a finite time only. I take measures to preserve most files for up to 3 months. However, I cannot guarantee against computer failure or accidental deletion or loss.
- 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 have the right to delete or remove any

public project, even if you paid for it, as you should have your own copy for personal use.

- Feedback of the final product is permitted after completion of the piece, through private messages or comments.
- Any comments that are rude, inappropriate, inflammatory, and/or non-constructive may result in blacklisting.