

Artist Commission Terms of Service (TOS)

Last Updated: **Sep 12, 2026**

This document is a legally binding agreement between the Artist ("I" / "Me") and the Commissioner ("You" / "Client"). By commissioning artwork, you acknowledge and agree to these terms.

I. GENERAL OVERVIEW

1.1 Agreement to Terms

By proceeding with a commission, you agree that you have read, understood, and accepted all terms stated herein. Ignorance of the terms will not exempt you from their enforcement.

1.2 Communication Channels

Official inquiries, updates, and approvals shall be conducted through email or designated professional messaging platforms (TikTok DM's, Discord, etc.). I strive to respond within seven (7) days.

1.3 Inactivity Clause

If the Client fails to respond to communication for more than **21 calendar days**, the commission may be considered abandoned. Work will be discontinued, and any payments already made will be **non-refundable**.

II. COMMISSION TYPES & WORKFLOWS

All commission types follow a structured pipeline with feedback rounds built into each phase. Each phase allows **up to three (3) rounds of feedback**. Additional revisions are available at added cost.

2.1 CHARACTER ART

Character art includes:

- **Pre-Designed** (Client provides design)

Pre-Designed Character Workflow:

Line Art:

- Initial Sketch > Feedback x3 > Approval
- Final Line Art > Feedback x3 > Approval
- Final Delivery (PNG format unless otherwise requested)

Flat Colors:

- Initial Sketch > Feedback x3 > Approval
- Line Art > Feedback x3 > Approval
- Final Flat Colors > Feedback x3 > Approval
- Final Delivery (PNG format unless otherwise requested)

Rendered:

- Initial Sketch > Feedback x3 > Approval
- Initial Color > Feedback x3 > Approval
- Final Render > Feedback x3 > Approval
- Final Delivery (PNG format unless otherwise requested)

Reference materials are mandatory. Lack of references will incur a complexity fee.

III. SUBJECT MATTER RESTRICTIONS

I retain the right to refuse any commission for any reason.

3.1 I WILL NOT DRAW:

- Excessive gore or shock-value violence
- Hate symbols, political propaganda
- NSFW / X-rated materials
- Fetish content (including extreme kink)
- Detailed backgrounds / landscapes
- Machines / vehicles
- Furry characters (some animal features are fine!)

3.2 If You're Unsure...

Please reach out for clarification. I'm happy to review the subject matter in advance.

IV. USAGE & INTELLECTUAL PROPERTY RIGHTS

4.1 Artist Rights:

- I retain full copyright and moral rights over the artwork.
- I may showcase the artwork in portfolios, samples, or on social media.
- I will never resell your character/IP design unless explicitly agreed upon.

4.2 Client Rights (Personal Use Only):

- You may use the artwork for personal use, profile pictures, banners, etc.

- You must credit me as the artist when posting or displaying the artwork.
- You may not remove or obscure my signature.
- You may not edit, recolour, or alter the artwork without explicit permission.

4.3 Commercial Rights:

- Commercial use (e.g., print sales, merchandise, monetized streams, etc.) is fully prohibited.

4.4 Prohibited Uses:

- You may not use the artwork for NFT minting, blockchain, or AI model training.
- Unauthorized commercial exploitation is grounds for legal action.

4.5 Use of Client Brand Features

By commissioning or working with me, you grant me the limited right to use your brand features (including but not limited to your name, logo, or project title) solely for portfolio, promotional, or marketing purposes, such as showcasing the work on my website, social media, or within professional presentations.

This right does **not** permit resale, sublicensing, or use in unrelated projects, and I will never misrepresent affiliation or endorsement. If you wish to opt out of public display or require anonymity, this must be communicated in writing before work begins. (see Section 8.2)

V. PAYMENT & INVOICING

5.1 Currency & Platform

- All prices are in **PLN**. (for now)
- Payments are made via **Blik (money transfer by phone number) / money transfer using bank account number** only.

5.2 Payment Schedule:

- 100% after approval of the sketch.

5.3 Refund Policy:

- **Full Refunds** available only before work begins.
- **Partial Refunds** available if work is in progress.
- **No Refunds** after final files are delivered.

5.4 Fees & Adjustments:

- **Complexity fees** apply to time-intensive designs, large revisions, or insufficient reference material.

- The final quoted price includes three rounds of feedback per stage. Additional revisions incur an hourly fee.

5.5 Late Payments & Reminders:

Invoices are due upon receipt unless otherwise specified. A reminder will be sent after 7 days of non-payment. Continued delays may result in project pause, late fees, or cancellation at the artist's discretion.

5.6 Ownership Contingent on Payment:

Final ownership and exclusive usage rights are granted only upon full payment. In the event of non-payment, especially for artwork derived primarily from the artist's own imagination or original concepts, the artist retains the right to repurpose, resell, modify, or auction the artwork at their discretion.

VI. DELIVERY

- Final files will be sent **after payment is completed in full**.
- The default format is **PNG**. Working files (e.g., Clip Studio) can be purchased separately. If you require a working file please state that prior to payment.
- All final deliveries are sent via **email** unless otherwise arranged.
- Web-resolution previews are provided for feedback throughout the process.

VII. ADDITIONAL CLAUSES

7.1 Revisions Beyond Scope:

Revisions beyond the included feedback rounds will be charged at a flat rate or hourly rate, depending on complexity.

7.2 Client Conduct:

I reserve the right to cancel and refund a commission if a client exhibits aggressive, inappropriate, or abusive behaviour.

7.3 Legal Enforcement:

These terms are enforceable under applicable copyright and intellectual property laws. Disputes will be settled in accordance with the artist's jurisdiction.

7.4 Amendments:

This Terms of Service is subject to update without prior notice. The version in place at the time of commission agreement will be honoured.

VIII. DEADLINES & CONFIDENTIALITY

8.1 Turnaround Time & Delays

Most commissions are completed within **1–5 weeks** depending on complexity, workload, and responsiveness of the Client.

I will notify you promptly if unforeseen delays occur. In the event of illness, emergencies, or force majeure, I reserve the right to extend the delivery timeline.

Client Delays: If you delay feedback or approvals beyond **21 calendar days**, the project may be considered abandoned (see Section 1.3). No refunds will be issued for incomplete work due to prolonged client inactivity.

Rush Orders: Expedited delivery may be available for an additional fee and must be discussed prior to invoicing.

8.2 Confidentiality & NDA

Any private materials, concepts, or unreleased intellectual property shared by the Client will be treated as confidential and will not be used or disclosed without explicit permission.

If a formal **Non-Disclosure Agreement (NDA)** is required, this must be requested and agreed upon **before work begins**. I reserve the right to decline commissions requiring restrictive NDAs if terms cannot be reasonably negotiated.

For questions or clarifications, please contact me directly via [k41raku@gmail.com / [k41raku](#) on TikTok, Instagram, Tumblr, Discord]

No physical signature is required. Agreement to these terms is implied once payment is sent and the commission begins.

