Effective Date: 12/7/2024

Welcome to my Terms of Service (TOS)! By commissioning me, you agree to the terms outlined below. Please read it carefully.

1. General Terms

- 1.1. Clients must be 18 or older to commission an artwork or animation from me.
- 1.2. I reserve the right to refuse any commission without the need to provide a reason.
- 1.3. Clear communication is essential. Provide references, ideas, and details upfront to ensure I meet your expectations.
- 1.4. Please allow for a minimum of one month for work to be completed.
- 1.5. Do not attempt to buy my friendship through commissions. If something develops naturally, that's awesome, but do not come in with that intention as I can recognize it quickly.
- 1.6. My working hours are:
 - Wednesday Friday: 1:30 PM 7:30 PM
 - Saturday: 1:30 PM 5:30 PM
 - If you message me outside these hours, please understand that I am not ignoring you. I adhere to a strict work-life balance.
 - 1.7. If you come to me without an official reference sheet and instead provide multiple images, please note that this may slow the commission process. I will need to compile your images into a suitable reference for use.

2. Payment

- 2.1. Payments are accepted via PayPal, through invoice, or link.
- 2.2. The currency is USD as of 2024.
- 2.3. Full payment is required upfront for commissions under \$200. For commissions above \$200, a 25-50% non-refundable deposit may be requested, amount to be adjusted based on the final total of the commission with the remaining balance paid in an agreed-upon payment plan between the commissioner and the Artist. If the payment plan is missed or canceled, the remaining balance is nullified, and the paid balance is refunded back to the commissioner based on work done by the Artist.

2.4. Refund Policy:

- Refunds must be discussed beforehand and are subject to agreement.
- Full refunds are available if work has not yet started.
- Partial refunds may be issued if I have begun work, based on the amount completed.
- No refunds will be given for completed work.

3. Artistic Process

- 3.1. Commission slots are first paid, first served unless otherwise specified.
- 3.2. Turnaround time varies depending on the complexity and my schedule. Estimated timelines will be provided but are not guaranteed.
- 3.3. WIPs (Work in Progress) will be provided upon request or at key stages (e.g., sketch, line art, coloring).
- 3.4. 3 Minor revisions are included in the price. Major changes or complete reworks may incur additional fees.

4. Copyright and Usage

4.1. My Rights as the Artist:

- I retain all copyrights to the commissioned artwork/animation.
- I may use the work for promotional purposes (e.g., portfolio, social media) unless explicitly requested otherwise by the client.

4.2. Client Rights:

- You may use the commissioned work for personal use (e.g., profile pictures or printing for personal display).
- You may not profit from or resell the artwork without prior agreement.
- At no point do I permit my work in the usage of training an AI Model of any kind.
- By commissioning the Artist, you understand and agree that the work provided is not a "Work Made for Hire" as defined by §506.1; and the Artist retains copyright of the created work.

4.3. Commercial Use:

• Commercial use (e.g., merchandise, branding) must be agreed upon beforehand and will incur additional fees.

4.4. Private Commissions:

- Private commissions (where the work is not shared publicly) are available but will incur an additional fee.
- I will not post private commissions, but you are welcome to share them.

5. Adopt Design Sales

- 5.1. All design sales are final.
- 5.2. I am willing to make edits to the design for an additional fee.
- 5.3. You are allowed to resell the character if needed. However, you may not sell the character for more than what you paid for unless they include additional art or accessories (digital or physical) of any quality.

6. Delivery

- 6.1. Final files will be delivered digitally via the method of contact.
- 6.2. No physical copies will be shipped unless explicitly agreed upon, and additional fees may apply.
- 6.3. Files will be delivered in JPEG, MP4, and GIF formats at a resolution suitable for personal use.
- 6.4 I reserve the right not to post your commission for any reason.

7. Cancellations

- 7.1. I reserve the right to cancel a commission at any time and for any reason. Refunds will be issued proportionate to the work completed.
- 7.2. Clients may cancel their commission at any time, but refunds will be subject to the refund policy outlined in Section 2.4.

8. Client Conduct

- 8.1. Harassment, inappropriate behavior, or demanding attitudes will result in the cancellation of your commission.
- 8.2. Respectful and professional communication is expected throughout the process.
- 8.3. Any public communications, Twitter posts, FurAffinity Journals, etc., that are found to be harmful to the Artist or their business will result in immediate cancellation of your commission, a blacklist from future commissions, and your payment will not be refunded.

9. Updates to Terms

9.1. These Terms of Service are subject to change at any time. Changes will not apply retroactively to commissions agreed upon before the update.

10. Agreement

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

If you have any questions or concerns, feel free to reach out to me directly at woolfe.contact@gmail.com