

Terms of Service

Version 2.5.1

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<https://bit.ly/2UwMtjJ>

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By placing an order for a personal (non-commercial) commission you are agreeing to the terms outlined in this entire document.

1. General Terms

- 1.1. You must be aged 18 or older.
- 1.2. I reserve the right to refuse service based on reasonable grounds.
- 1.3. Payment is upfront and via PayPal only unless otherwise stated.
 - i. Scheduled payment plans may be accepted for large scale work
 - ii. Final work will only be provided once all amounts owing are paid
- 1.4. As of August 2023 all correspondence is via email. Direct messages will not be answered.
- 1.5. I will draw most subject matter up to an MA15+ rating, including:
 - i. Furrries, humans, animals/creatures, dragons, mechanical characters, etc.
 - ii. Nudity
 - iii. Moderate gore/violence
 - iv. Some drug use
 - v. Sexual themes/suggestivity
- 1.6. I will not draw subject matter that is discriminatory or hateful in nature.
- 1.7. Extra fees will be charged in the case of:
 - i. Complex character designs ie. markings/clothing/armour/mechanics/props etc.
 - ii. Backgrounds
 - iii. Significant additional design work
 - iv. Fetish/kink themes
 - v. Expedited completion

- vi. Significant/numerous/complex edits
- 1.8. Visual references strongly preferred. Please send me only relevant information proportionate to the complexity of the commission.
- 1.9. Up to 400 words of written reference may be accepted given the information is clear, concise, and has available visual references attached.
- 1.10. I accept reference sketches of any and all artistic skill levels if you would like to provide any.
- 1.11. For commissions of characters owned by other people you must have permission from the owner.
- 1.12. Commission slots may be claimed in one of the below methods, which will be stated upon initial offering:
 - i. First-come, first-served basis
 - ii. Selection based on artist interest and equal opportunity
- 1.13. Position in the queue is determined on reception of payment. Order of completion depends on commission type, amount of work, and timeliness of client approval.
- 1.14. Please advise during placement of your order if you require the piece to be completed within a certain timeframe, if you want it to be shipped upon completion, or if there are any other specific requests.
- 1.15. I reserve the right to artistic discretion. While I approach every commission with attention to detail and accuracy, I may edit/stylise (within reason) existing designs for the sake of stylistic cohesion and overall quality of the finished work.

2. Refund Policy

- 2.1. Full refunds are only available **BEFORE** work has been started.
- 2.2. **Partial or full refunds are NOT accepted once work has commenced.**

3. Privacy

- 3.1. Personally identifying information shared by clients and via payment services is collected for the sole purpose of conducting a business transaction.
- 3.2. This information will never be stored or shared outside of where it has been originally provided.
- 3.3. I am the only person able to access the provided information.

4. Rights and Usage Agreement

- 4.1. I retain full ownership of the original artwork. Your commission may be reproduced via print/digital publication with relevant attributions.
- 4.2. Reproduction for commercial use (prints, apparel, merchandise etc.) is prohibited.
 - i. I may accept commissions for small projects/publishers/studios etc. in which case rights, usage and royalties can be discussed in a written contract.
- 4.3. Reproduction and modification for personal use is allowed. For example:
 - i. Use for social media icons/banners/backgrounds (attribution preferred).
 - ii. Modification by remixing, colouring/recolouring, collage etc. (attribution required).
 - iii. Printing and displaying for personal use.
 - iv. Note: You must not deliberately remove or edit my signature, within reason.
- 4.4. Reproduction of the commission as an NFT or other digital token is strictly prohibited and you will be blacklisted.
- 4.5. Use of any and all artwork produced by me in the training/development of AI technology is strictly prohibited and you will be blacklisted.

5. Breach of Contract

- 5.1. Any breach of these terms will result in immediate termination of work and a refund will be provided if applicable. This may be without warning.
- 5.2. Sustained and/or serious breach of agreement, poor behaviour, dishonest or illegal consumer practice (i.e. scams, fraud, chargebacks) will result in being blacklisted.