Terms of Service

Version 2.5.1

Last updated March 2024

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. Furries, 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.