

Terms of service

1. Communication

My preferred method of communication is through instant messaging on discord. I also have a discord server, where I post all the "work in progress" sketches. Other available methods are through notes on either Furaffinity or DeviantArt, and through e-mail, although that method can be a bit tardy.

Discord handle: Eldnsay#4768

Furaffinity: <http://www.furaffinity.net/user/eldnsay/>

Deviantart: <https://www.deviantart.com/eldnsay>

E-mail: eldnsay@gmail.com & lara_cat@hotmail.it

I can communicate in English, Slovenian, and Italian. I expect communication to be cordial, professional and most of all understandable.

2. Upon contact

Upon contacting me, if not specified otherwise in various "open commission" journals, the commissioner asks for available commission slots and gives a description of what they would like to see in the commission. It's useful to use the terms used in the commission guide for swift communication. It's desirable to include a visual reference of your characters if you have any, but I can work with a written description.

I will provide the commissioner with an estimate of the price of the desired piece, if the price exceeds expectations I will provide some alternatives that might suit the commissioner's budget.

I will not initiate the commission until both parties agree on the price, time, discussed plan of work and payment plan / method.

By agreeing about the commission with the artist, the commissioner automatically agrees with the terms of service.

3. Rights and distribution

3.1 The artist

By commissioning me, the commissioner is purchasing my artistic labor only. Physical copies are not included. Unless otherwise agreed (convention on-site badges and traditional artwork). I retain all copyrights over my work, which include but are not limited to the right to distribute, reproduce or use the image as a sample for sales/self-promotion, unless otherwise agreed

upon.

I cannot claim the IP (intellectual property) or reuse/resell the image for personal and commercial projects.

I reserve the right to reject the commissioner's commission proposal without question for any reason. Especially if I feel like it's technically too hard to realize or if I don't like the way the communication is going.

I reserve the right to modify and resell any rejected sketches or unpaid-for artwork as "pre-posed, YCH (your character here)" at a later date.

3.2 The commissioner

The commissioner may re-upload the work done for them to any site only if it is credited and linked back to any of my galleries.

Once a commission is completed, the commissioner may use it for any personal use that they please, including but not limited to: icons, signatures, layouts, wallpapers, themes and personal site display.

The commissioner retains the rights to their IP (the character).

The commissioner may request a low-resolution preview of the commission's progress at any time. Any major changes/revisions requested after the sketch stage will be done for an added hourly fee, unless the requested changes are clearly noted design elements that were missed at fault of the artist.

The commissioner may not claim the work to be their own or set it up for redistribution. The commissioner may not use it for any external projects, commercial or non-commercial. If they are looking for something to redistribute/sell/use for your project(s) as an ad or show at conventions etc., speak to the artist for information on royalty fees.

If you are not sure whether your request counts as personal, feel free to ask me about its intended use.

4. Work

Once the details are agreed upon, I will start working on the commissioner's commission. Depending on the chosen commission type, there are multiple variants of this process.

Sketches and sketch-pages have no sketch preview, and I will change small details if I missed them in the provided description/reference. Bigger changes will not be made.

For any other bigger project I will provide the commissioner with a preliminary sketch (usually multiple) for revision. The commissioner may choose the most suitable one. Then I will refine the sketch and share the WIP (work in progress) screenshot for a second revision. After that for any other revision I may add an additional labor fee, especially if the changes include details

that were not communicated beforehand. This will be charged via a separate invoice and work will be paused until it is paid.

I will not continue the commission until both parties agree on the changes to be made and a third (final) sketch is approved.

After the sketches I may ask the commissioner if they wish to participate in all stages or should I keep the posting minimal. The difference is that if I keep the art process more secretive, the surprise and satisfaction may be greater. I shall still post whenever major changes will occur (lineart, coloring, lightning/shadowing, other effects). Frequent updates mean I will post whenever I finish a session, and for any stage in between. I will not wait for the commissioner for approval unless I require clarification/assistance with details.

Upon completion I will provide the commissioner with a hi-res file, and another low-res one for various site uploads. The commissioner will not be provided with the .psd/.sai/.kra file.

5. Turnaround time

Usually I take all my time to finish a commission. It might take months for bigger pieces. The reason is that I am still a student and I have other work to do. I also draw only when I'm inspired, otherwise I notice a drop in quality. For small commissions such as sketches and telegram stickers I do my very best to finish them in a week or two, for any other commission type I give myself a month to finish. If anything comes in-between I will notify the commissioner, delays are rare but normal.

If the commissioner has a precise time they need the commission to be finished, depending on the remaining time, if it's less than a month, I will move them to "urgent" and I may require a rush fee. If I fail to finish the commission in the given time I will refund the rush fee. Otherwise I will do my very best to finish in time.

6. Payment

I accept payment through paypal and in cash. Since for most of the commissioners cash is not a viable option, paypal is the only one.

I am one of those rare artists that can accept payment after the commission is done. This will change as soon as someone takes advantage of that.

For commissions that exceed 50€ I require half the payment to be done upfront, and the rest upon completion.

It is greatly appreciated if the payment is done upfront. Please request an invoice!

I will send an invoice to the commissioner, since it's been proven that many fail to check "no address needed / no physical goods" and I get senseless fees from Paypal.

After the commission completion I shall wait two weeks before sending the invoice, if not requested sooner.

7. Refunds and cancellations

As long as I have not started the commission, you can request a refund at any time and get refunded in full.

In case the commissioner requests a cancellation / refund after I start your commission I will charge you for the work and material (if there is any) invested so far and refund the rest. The same applies for commissions being canceled because of difficulties between the parties of any kind that makes working together impossible.

In case I have to cancel your commission for personal reasons the commissioner will get a full refund and, depending on the project, can keep the work that was done so far.

Once the final product is delivered, a refund is not possible.

8. Adoptables

Adoptables are a category by themselves because a design is on sale and not the artistic labor.

Additional details of the T.o.S. will be added in the same post as the adoptables themselves.

9. Other

In the event of a client breaking terms of service I have the right to cancel the commission.

If the commissioner does not respond in a timely fashion I will try to contact them through other means, after that, I will put the commission on hold for a year. After that I will consider it canceled.

I will be drawing in my style. I will not accept commissions where the commissioner wants me imitating a different artist's or show's style. If the commissioner does not like my style, please don't commission me.