

Ookami Hikaru's Terms of Service

Last updated: 20 Feb 2024

Here are my Terms of Service that must be agreed before I begin your commission piece. Read Carefully
Please and if you have any questions, you can always ask me for clarification:

My notes on FA: <http://www.furaffinity.net/user/ookamihikaru>

Or email: ookamihikaru@gmail.com



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Rules

1. I have the right to decline, refund or cancel a commission for whichever reason I deem necessary. If I deem a character to be too complex, offensive or clashing colors that may make it hard to work with, I have the right to ask for another character, charge more or decline the commission.
2. I accept **DIGITAL** reference sheets without extra charge. If you only have traditional pieces I will charge an **extra \$10** for the commission since traditional/described characters are more time consuming.
3. Please do not flirt, RP, ask or make sexual statements towards me. We can have friendly conversation and of course build up a good relationship but let's keep it PG13 as I am a married woman with no interest in dating, shipping or anything sexual with you as my client. It's sad this must be said but this has happened in the past so here we are. Please be kind and considerate as I will be with you as my client.
4. I will only work with clients who are **18+ years old**, I will decline any and all commissions from a person under the age of 18 years. If I have any doubt about your age I have the right to ask for identification proof which is a photo of your ID showing Name and Date Of Birth only. If you are caught trying to commission me and you are underage I will post a Beware about the situation and blacklist you from my commission queue. **No Exceptions**
5. Please do not send the funds over right away, unless we pay with Cashapp, after we have made an agreement for the piece. I will send over an invoice from Paypal to help me keep track and for tax purposes. Also, **never** send funds to me as Friends and Family. **Always send it as Purchase Protection without notes/comments.**
6. Characters with complex designs, color palettes or extra additions(clothes,jewelry, markings etc) **WILL** cost more. Prices can fluctuate depending on how complex your character is. I will determine the complexity of your character and give you a rate of your piece.
7. All art that is commissioned from me **MUST** be credited back to me (Ruby Jensen or Ookami Hikaru). Every commission piece will have a watermark that is **NOT ALLOWED** to be removed.

8. All of my art is **NOT** for the use for distributing to third party merch sites, personal financial gain or NFT sales. If I am to find out that my art is being used for any of the above you **WILL** be blacklisted, a beware will be placed as well as a legal team placed together.
9. I will **ALWAYS** keep in contact with you as soon as you commission from me. Please be active on whichever method you choose to communicate with me since that will be my own way to give you status updates and to give your WIP's of your art piece. I know we all have lives outside of this and have responsibilities to take care of. Here are my timelines I will follow to make this as smooth as possible and to not keep other clients waiting;
 - a. After I have sent WIPs to you on either stage besides the final and have not heard back within 48 hours, I **WILL** move on to the next stage. Any changes to have revisions or changes will be lost and will be charged if changes are requested outside of those 48hrs. So please be active so that we can work through your piece smoothly and this doesn't happen to you. This will also apply if another commissioner has paid and you have not paid your part after 24 hours. I will also push you down my queue as other clients have paid already.
10. Please do not rush me. I have a two year old daughter and work Full-Time with house responsibilities that can affect my commission time. My turnaround time can be **2 - 5 weeks** to make sure I can produce the best piece possible for you. If a date is required to have the piece completed, a fee of **15%** will be added to the overall price. This will only take effect if you are not placed first in the queue. Please have an open communication with me so that I can do my **absolute** best to finish your commission with HQ resolution and what you paid for.
11. I reserve the right to alter this document at any time without prior notice, this includes but is not limited to, TOS, Prices, requirements, ETC. The changes will come into effect as of the date published on top of the first page, however will not affect anyone in my current queue.

Will & Will Not Draw

12. Here is a list of commission types I will draw vs. what I will not draw. You can always email/message me with any concerns if you don't see what you are acquiring on this list. This list includes but not restricted to,
 - a. **Will Draw:**

- i. Furry | My Little Pony | Pokemon | Fanart
- ii. SFW | NSFW | Kink | Bondage | Pregnancy | Overweight | Bara | LGBTQ+ | Gore
| Blood | Couple | Groups | Cum Play | Penetration | BJs | DPs | Intersex
 - 1. All NSFW pieces WILL be converted to Anthro form as I do not do feral NSFW.
- b. **Will Not Draw:**
 - i. Loli | Cub Fur | “Young” Pokemon NSFW | Scat | Self Harm | Water Sports | Rape | Incest | Aliens | Inflation | Torture Devices | Underage aged-up | Feral NSFW | Hypno
- c. If you have any questions or concerns about your piece, please ask me and we can work out the details.

Art Phases

- 13. I **only** accept payment through PayPal and Cashapp and **NOTHING ELSE**. Payment **IS** due before I begin your commission piece. **There is no flexibility about this.**
- 14. I have **four stages** of my commission processes depending on the complexity of each piece as some only have some stages. Here is a list of each of the stages that will be confirmed and accepted by, you, the client:
 - a. **First Phase:** Sketch (**75% Refundable**)- This stage has unlimited changes to the drawing within reason. If numerous changes are being asked that become tedious or nitpicky, I will determine which is your last edit and continue forward with your commission. If you are still insistent on those changes an extra charge will be added.
 - i. This stage is an exception for **Color Sketches** as those will **not** be revised or edited unless I have an anatomy issue or color pattern issue. This will be the only stage for all my **Color Sketches**. (More details for each commission type in Commission Type Section)
 - b. **Second Phase:** Line Art (**Non-refundable**) - limited changes/revisions depending on changes asked.
 - c. **Third Phase:** Flat Color - limited changes/revisions depending on changes asked
 - d. **Fourth Phase:** Final Shading and Detailing - I can make **small** changes to the drawing after this stage. Any big changes and revisions will cost more. How much depends on the changes that can range from \$20 - \$50

Refunds

15. I do **NOT** offer refunds upon request for any reason, excluding the following;
- a. I issue the refund on my end If I feel a piece is too complex/taking too long to complete within a reasonable time. This won't result in a blacklist as that is a failure on my part.
 - b. If for any reason you as the client must;
 - i. **Cancel the commission ,**
 - 1. If I have completed a sketch for your piece and you request a refund, you will only receive **75%** of the refund. If I have continued and *finished* the Second Phase (Line Art) you will **NOT** be refunded; The piece will be sent to you as is. **You have been warned.**
 - ii. **Force A Refund,**
 - 1. If we cannot come to an agreement or you as the client decide to get the money back without prior discussion with me, I will seek legal advice before proceeding forward to resolve this issue as well as a Beware **will** be placed against you.

Commission Types

16. I have **Three** different types of commissions that I will do, here's my list of commissions I do including small details about each one.
- a. **Color Sketches**
 - i. This comes in, Headshot | Halfbody | Full Body options.
 - ii. This type of commission will receive only **1** wip, revisions or edits as this is only a sketch phase. You have the choice of pose if you'd like. If none is requested, this is all artistic freedom.
 - iii. These types of pieces come mixed with soft | hard shade and lighting.
 - b. **Full Shade**
 - i. This comes in, Headshot | Halfbody | Full Body options.
 - ii. This type of commission **will** receive wips, revisions or edits as needed.
 - iii. These types of pieces come with soft shading and soft lighting.

c. Ref Sheets

- i. This comes in Simple and Full versions
- ii. This type of commission **will** receive wips, revisions or edits as needed.
- iii. These types of pieces come in Flat color only.

Image Rights

- 17. By commissioning me, you are granting me a temporary license to use your character in my work.
This work may be used in whole or part- for advertising, display, or commercial purposes..
- 18. By commissioning me, you are granting me permission to post PNGs to my KoFi as rewards for my supporters.
- 19. You have the right to request to have your art published as an anonymous commission or to remain anonymous from published art, at no extra charge.
- 20. You have permission to do the following for your commission;
 - a. Add an additional watermark for theft protection
 - b. Print it for your wall
 - c. Put it on a shirt for yourself
 - d. Use it on your phone or PC
 - e. Re-post to other sites, as long as a link is provided to one or more of my social media pages.
 - i. Kofi: <https://ko-fi.com/ookamihikaru>
 - ii. Furaffinity: <https://www.furaffinity.net/user/ookamihikaru/>
 - iii. Twitter: <https://twitter.com/KibaHikaru>
 - iv. Facebook: <https://www.facebook.com/Ookamihikaru/>
- 21. You may **not**:
 - a. Trace, modify, or edit the image in any way without my permission
 - b. Upload, sell or make profit off my previous artworks for your character on ANY website, NFTs or otherwise.
 - c. Remove or crop out my signature or watermark
 - d. Print it for any commercial use, profit, or sales. Including charity, advertising, etc

Thank you for your support and understanding!