# Mystic's Commission Info

Status: Closed | Waitlist: Closed

[ Return to my Website ]
[ Check out my Portfolio ]

[Submission Form]

# Will Draw:

- OCs
- Fanart of existing characters
- Slightly spicy pieces (e.g. pinup)
- Animal-like Features on Humanoid characters (e.g. cat ears, tail, scales, squid hair, etc)

# Will Not Draw:

- Furries/Animals/Anthro/Etc.
- NSFW/Nudity/R18
- Mech/Robots/Extreme detail
- Gore/Violence (light injuries are fine)
- IRL people (this one can be discussed but most cases it's a no)

Email me (vtubermystic@gmail.com) or submit at the above form any inquiries

# Terms of Service

By purchasing my services you agree to the following conditions

### Disclaimers + User Agreement:

- You are expected to read my terms in full and be in understanding of my prices and conditions prior to contacting me.
- If you are not comfortable with or do not agree with my conditions, then you may not commission me.
- Please be aware of my commission status prior to messaging, and respect my decision if
  I am currently not accepting any new work at the moment.
- I explicitly deny the use of any work I make in any sort of NFT or crypto currency related purposes.
- I explicitly deny the use of any work I make in any sort of A.I. recreation related purposes.
- Anyone who violates my TOS will be blacklisted and refused my services.

### General:

- I reserve the right to decline any commission for any reason.
- I reserve the right to cancel/refund any commissions at any point of the process.
- These are not physical products. Upon completion of your commission I will provide you with the appropriate files.
- You are not to claim any work I have done as your own.
- You are not allowed to change, modify, or edit my works without permission.
- Any attempts made to bargain and/or harass in any way with intent of getting a
  discounted price or slot on my waitlist whilst I am closed will result in instantly being
  blacklisted and refused my services.

# Copyright:

 All Illustration work I do is priced for streaming and content rights. This does not include merchandising rights.

| Included:                             | Not Included:                              |
|---------------------------------------|--|
| Social Media Icons/Headers            | Posting behind a paywall (patreon, etc)    |
| Stream/Video assets (monetized okay!) | Creating merch at home and selling it      |
| Sharing on social media               | Using sites that make & sell merch for you |
| Printing at home for personal use     |  |

- Note: I do not offer any merchandising specific work or rights at the moment.
- I hold all rights to all commission work which includes the rights to redistribute, reproduce, or use as samples and other self-promotion.
- All completed illustrations will include my signature or other watermark, you are not allowed to remove this.
- You are required to credit me whenever and wherever you share or use your completed commission.
- If I have to remind you multiple times about crediting me and you still do not do so, you will be added to my blacklist and refused future services.

# Pricing and Payment:

- All prices are listed in USD and must be paid in USD.
- Payment is only accepted via Paypal at the moment.
- I require your PayPal email to send an invoice, that is the only way you are allowed to send money to me.
- Unless agreed upon otherwise, 50% of the full payment is required AFTER the initial sketches are completed and approved.
- Any and all Live2D work requires 50% payment BEFORE I begin your commission.
- Full payment is required before you receive the final piece and/or files.

### Cancellations and Refunds:

- Clients may cancel their commission and forfeit their slot for a full refund of any money already paid as long as work has not already been started.
- You are not allowed to issue a chargeback for any reason.
- You must contact me if you wish to cancel your commission.
- The amount refunded once your commission has been started may vary depending on how far into the piece I am. (e.g. full refund at the sketch stage, while only 50% if the piece is nearing completion)

- Only a partial refund of <u>up to 50%</u> of initial upfront payment is offered for any Live2D work.
- Commissions can be put on hold at any point of the process, I would recommend this
  option if you do not wish to completely cancel your order.
- Canceling your commission forfeits any rights you would have had to your commission, and I have every right to alter and change it to my liking afterwards.

### Privacy + NDA:

- Any potential personal information about either party found out during the transaction process is to be kept confidential.
- If you share sensitive personal information about me, such as my full name, from this process, legal action will be taken.
- All work is subject to having the process streamed and progress being potentially shared on social media.
- If you require your commission to be kept a secret for a period of time then you are to inform me prior to progress being made.
- All completed work will be posted on social media for portfolio purposes no matter what, but I am willing to wait until an agreed upon date to post if requested.
- Disclaimer: Not streaming the process of your commission will lead to it taking longer to complete as it removes a significant period of time I have specifically set aside to work on art.

### Process:

- Unless otherwise posted about or discussed, I will typically only work via a standing waitlist as it suits my workflow better.
- I do not prioritize a first-come-first-serve basis. My top priority will be anything with a deadline, anything aside from that I will pick and choose based on what I feel is best for my own creative process and amount of time available to work.
- I am unable to offer estimated times for your piece to be completed as it will depend on the type of commission and my availability at the time.
- You are required to present to me any and all details about your commission alongside
  any reference material needed for your commission I will not go out of my way to look
  for reference sheets for you.
- Prior to the invoice being sent, we will discuss the price in full with potential addons/fees included and agreed upon.
- I will do my best to send you low-quality progress images of your piece at different stages as I work on it, you are more than welcome to message me for an update at any point.
- Stages when I will send a progress picture will typically include:
  - o Initial Sketch
  - Some point during the lineart
  - Near the end
  - After every stream in which I have made significant progress on your piece

- Excessive changes, alterations, addons, and the like may require an additional fee that
  will be discussed depending on various factors such as: current progress, how much of a
  change it is, and more
- Once your commission is completed and I have received full payment I will provide you a Google Drive link with the relevant files for you to download.
- Completed illustrations will typically include multiple variations such as the main piece and a version with a transparent background for example.
- PSD files for illustrations can also be provided for an extra \$10 fee.
- All Live2D work will include any PSD and L2D files that are required. A bonus transparent PNG of the completed piece will also be provided.
- You are responsible for saving and keeping track of all the files I provide to you as I
  cannot guarantee they will stay in my Google Drive or my personal files in the future.

# Vtuber specific:

- In the event you are going through a rebranding and intend to sell/give away your design, you are NOT allowed to resell any art/assets I have made for you. You must provide them to the new owner free of charge.
- You are allowed to re-sell any models I created for you in the event of a vtuber rebranding.
- If you are going through a rebranding I would appreciate it if you let me know who will have your design and use my work next so that I can just keep an eye on my work.
- Any new owners of resold L2D work will be required to accept my TOS.
- You <u>are not</u> allowed to have any model work I do for you altered by anyone other than
  me and what your chosen rigger has to do for their work without prior discussion and
  permission.

#### ALLOWED:

- Riggers re-cutting sections to their preference/to make their job easier
- Adding on small accessories at the rigging stage if they could be something seamlessly added via a VTS prop normally, only if discussed first. If asked in advance, I can always draw on these for you too instead.

#### NOT ALLOWED:

- Having someone else draw you a new outfit on top of my art and having that rigged.
- Frankenstein-ing parts of a model I have drawn for you with another model.
- Adding on small accessories without discussing prior.
- I am more than willing to work with your chosen rigger to fix or change the model art however they need at any point, it does not matter how long it may have been since the model has been finished

If you commission me then I will assume you read through my terms and conditions above, and you will be held to the standards listed within. Upon messaging me, I will ask to confirm that you have read all the way through before starting your commission.