

Terms of Service

You, as the commissioner, are required to be familiar with my Terms of Service.

Please make sure that you carefully read this document, as when you commission me, you will be agreeing to these terms.

Any statements can be bound to change if discussed with me, the artist, prior to the commission.

If you have any questions, ask me directly, regardless of how silly you may think the question is. Do not ever assume.

I am not held responsible for any negligence to read these terms.

If you break my terms, you will be blacklisted, even if you are not the original commissioner or buyer.

Last updated - May 28, 2024

- Updated allowed payment methods
 - Updated "Will Draw" list
 - Updated refunds section
- Clarified confusion with watermarks

My Rights

- ❖ I have the right to refuse or deny a commission without an explanation.
- ❖ I have the right to change, update, or edit these terms at any given time.
 - ❖ I have the right to price my work however I wish.
- ❖ I have the right to update my prices and the commission types available.
- ❖ I have the right to refuse compensation to those who have purchased stolen or scammed designs.
- ❖ I have the right to a 24-48 hour period to respond to your DM. If it has gone over 48 hours without my response, please message me again! I may have accidentally forgotten to respond!

- ❖ I have the right to my watermarks on art! I place both a logo watermark and a 'links' watermark! Both of these watermarks are **required** to remain on the piece! You will only receive a final product that has the watermarks in place. (Some of my pieces do not have the 'links' watermark, like icons. In this case, only the logo watermark will be on your final piece!)
- ❖ I have the right to add rules and omit the option for certain things on my commissions.

You May	You May NOT
<ul style="list-style-type: none"> ❖ Repost the artwork or design on any website so long as you use one of my official links to credit me (Deviantart, website, etc!) ❖ Print the artwork for personal use ❖ Show friends! (With proper credit using one of my official links!) ❖ Use the artwork or design non-commercially! ❖ Make designs of mine that you own into fursuits! Please make sure to credit me for the character's design! 	<ul style="list-style-type: none"> ★ Sell my artwork commercially! (Selling on shirts, mugs, etc! Do not sell my art!) ★ Claim my artwork or design as your own creation! <ul style="list-style-type: none"> ★ Trace my artwork. ★ Heavily reference my designs, even if you own the design! (You may make a similar design for a related character, but not so similar that they can be confused as the same character!) ★ Use my artwork as an NFT or in AI work. My artwork should NEVER be used as an NFT or in AI works regardless of if it has been commissioned or not!!!

Will Draw	Will NOT Draw
<ul style="list-style-type: none"> ❖ Animals ❖ Humans ❖ Anthropomorphic/humanoid characters <ul style="list-style-type: none"> ➢ Digitigrade or plantigrade legs. ❖ Gore ❖ NSFW (Commissioner MUST be 18+!) ❖ SFW (Including SFW nudity with hidden genitalia, however the commissioner MUST be 18+!) ❖ Suggestive artwork (Lingerie, suggestive poses, etc - Commissioner MUST be 18+!) ❖ Simple or complex designs ❖ Monsters / beasts ❖ Bones, skeletons, vulture culture related work, etc! ❖ Non-harmful drug use (Weed, casual alcohol, etc) 	<ul style="list-style-type: none"> ★ Toilet-oriented fetishes (i.e. watersports) ★ Cub/underaged characters depicted in adult activities ★ Bestiality (feral on human), or zoophilia (feral NSFW) ★ Non-consensual themes ★ Transphobic/Homophobic/Racist/etc themes ★ Hate speech ★ Harmful drug use (meth, heroin, etc)

Anything not included on these lists, I am willing to try and draw! I am always open to new challenges, however you understand that it may not be perfect or come out as well as you want it to due to it being experimental.

My Queue

- ❖ My queue can be found on my [Trello!](#)
- ❖ I do not have an incredibly strict queue, though I try to work on things fairly (first paid, first served!)
However, if you see me working on or having finished something that was beneath you, that does not mean that you have the right to be upset! I do what I feel I can handle when I work on things!

Weekly Work Schedule

I do not work after 6pm any day of the week, and do not work weekends. These are just whenever I will definitely work on pieces. I may work on pieces outside of these times by my own decision.

Monday through Thursday: 12pm-8pm EST
Friday: 2pm-6pm EST
Saturday & Sunday: Off

Deadlines

When you commission me, please understand that deadlines may be rather ambiguous.

My turn around time (commonly referred to as TAT) is anywhere from a week to 4 months, depending on the size and detail of the piece.

If you have a set time that you would like your commission done with, please commission me a month before the deadline so that I will have the most amount of time possible to get the piece done.

For example, if you commission me for a Christmas piece a week before Christmas, there is a large chance it will not be done by then. If you have any concerns involving this, please message me with the type of commission you are looking at and I can give you a quote of how long it roughly would take or if I can have it done by that time!

I tend to not work on things during major holidays, as well as the day before and after for larger holidays like Christmas or Thanksgiving.

If anything happens out of the ordinary, I can inform you about what it may be! For example, if there is a family death or I have medical problems, I will inform any of my commissioners as soon as possible!

I am fully transparent with my commissioners about what may or may not cause a delay in them receiving their commission!

If you fear you've been forgotten about, or notice you haven't been placed on my queue, please message me! I am only human!!

HAVE YOUR INFORMATION READY!

You must fill out a Google Form Commission Form that is linked on my website!

DMing me about a commission will lead you to redirection of said Google form!

I will ask for clarification whenever your form comes in and ask for anything I need to keep in mind during my work!

It is important that you have your details and ideas ready prior to contacting me for a commission! This allows for there to be less edits done, which will in turn save you, the commissioner, any extra money that may be charged for edits!

The more details you give me, the closer the piece will be to what you are imagining!

YOU ARE REQUIRED TO SUPPLY A CLEAR REFERENCE OF THE REQUESTED CHARACTER WITH NO OVERLAY AFFECTS. (NO STATIC FILTER, ETC)

IF YOU HAVE A TRADITIONAL REFERENCE, YOU ARE REQUIRED TO SUPPLY A DIGITAL COLOUR PALLETTE.

Only customs are free from this, however a minimum of species and general idea is required for customs! Palettes, mood boards, etc are appreciated!

I retain the right to post commissions to my social media platforms/websites.

By commissioning me, you are agreeing to my allowance for using a piece done for you as an art example, to show my skill, etc. The only way around this is a \$10 fee to keep the commission private.

If you request for me to take a piece down that you have purchased, I am in full standing to decline your request.

I will return credit of your character to you, so I will ask you for your social media handle that I can use depending on the site! If you would like for me to not give credit via a tag, please let me know! I do not mind putting it down in a similar fashion to 'character belongs to: alias' in case you are afraid of someone finding out about what you've commissioned! I don't mind at all!!

This situation will be handled on a case-by-case basis.

Payment & Refunds

All prices are in USD and I will be paid with USD. You will be asked to cover the conversion rate if you do not have USD. This can be spoken about on a case-by-case basis if you cannot afford to cover the charge on top of the commission price.

I will take payment through Cashapp, Kofi, or Paypal. Other payment methods may be discussed in private, so if you have a specific thing you prefer, feel free to ask!

Payment is only accepted up front unless we have otherwise negotiated a plan. Payment plans are only for pieces over \$15 and can only be done in a max of five increments.

Failure to pay and commission termination will result in a contract being voided.

Worgy retains all rights to the supplied approved artwork created prior to billing and may do what she wishes with the piece, minus your character.

- If the commission has not yet been started when termination is requested, the client is subject to a full refund.
- If work has begun, the client is subject to a partial (50%) refund up to the completed sketching stage.
- After the sketching stage, refunds are unlikely but negotiable on a case-by-case basis and will be below 50% of the original commission price.

Once artwork is paid off, completed, and supplied, **refunds are not permitted**. You can not argue that you do not like the piece in an attempt to get a refund, as you will be denied and potentially be blacklisted (not allowed to purchase from me in the future) as well as a potential beware being posted on you if I find out that it is a trend you have. I give multiple different WIP's that allow for you to have something changed during the process of the art.

Edits

Clients are only permitted **pose edits** during the **sketching** phase.

Edits are permitted and free of charge whenever the piece is shown as a WIP at the coloured sketch stage **as long as only small edits are wanted**.

Wanting a completely different pose after the roughest sketch phase will lead to a charge depending on the complexity of the pose and how much must be changed.

The final sketch WIP will be shown as cleanly as possible to provide ample allowance for the commissioner to agree with what is on the piece.

The lining phase does not continue until the commissioner is okay with everything.

If I miss something on a design that is obvious on the reference, I will fix my mistake free of charge. That said, if I am told of a marking after I am done with the colouring that is not on the reference, please be aware that you may be at risk for a small fee.

Artwork that has been completed and approved will **NOT** be edited.

Whenever I am given the allowance to post a piece after you have viewed the commission, I will not change something because you have - changed your mind, your character, are not friends with someone else in the piece, etc.

I reserve the right to deny the request of taking down a piece when it has been approved.

You, as the commissioner, are guaranteed to receive three WIP updates.

- The first update is a sketch. This is when you can make minor edits, as stated above.
- The second update will be whenever the lining, and background (if there is one) phase is completed. This is whenever you can request minor edits for a fee.
- The last update will be as a flat coloured piece. This is for me to fix any markings that may have been missed or looked over.

If you have a shaded piece, you will receive it after the third WIP update is given. If you have a flat piece and do not require any edits, then the final WIP update is the final piece.

If you purchase a coloured sketch piece, you may not receive a WIP update! The final piece instead will be shown to you, and you may ask me to make minor edits!

Custom/Adopt Rules

- You retain the rights to the design you bought, however I retain the rights to the art and/or ref sheet!
 - You are free to use the design as you feel!
 - You may upload to toyhouse (credit Worgy as creator!)
- You may resell it for as much as you bought it for **UNLESS** you have purchased extra art for the design!
 - If you buy an adopt for \$10 and don't have extra art, or have **FREE** art, you may only sell it for \$10!
 - If you buy an adopt for \$10 and have commissioned art, or drawn art yourself to go along with the character, you may sell it for however much more it is worth!
 - You are NOT permitted a refund for an adopt!
- You may make an alternate design/gender/etc but every alternate version **MUST** remain with the original! If you sell the original design, you may not keep the alternate designs! They must follow the character!
- If you are completely dissatisfied with a custom and do not want it, I can make you a new design OR refund you! However, the design I created will remain with me and I have the right to sell it, make it into a character, etc!
- All my characters are on Toyhouse and **MUST** remain on Toyhouse! This is to keep me from losing my designs and prevent character theft!
 - If you give the character to someone that does not own a Toyhouse, you may state that the character is sold and link the new owner in the description!
- If you sell one of my designs, you have no rights to the character any longer! So long as they aren't on my blacklist, anyone may own the design!

REMINDER: THESE TERMS ARE SUBJECT TO CHANGE!