

# ASHENWHISKERS'

## Terms of Service

By commissioning me (Ashenwhiskers / Risha Kapoor / the artist), you are agreeing to the terms of service below. These terms are to protect both you as the client and me as the artist. Please speak with me if you have any concerns about any of these points.

***Any term can be changed if discussed with me prior to the commission.***

These terms are subject to change at any time.

### **I. GENERAL TERMS**

- Please write in clear and concise language; attempt to avoid walls of text.
- Provide clear references (flat color, full body).
- Provide all information required to complete your art; I am not responsible for errors resulting from a lack of information.
- Any poor behavior will not be tolerated and your commission will be canceled if it occurs.
- Follow the rules provided in the commission opening.
- If you fail to follow the rules provided I have the right to decline your commission.
- I have the right to decline commissions for any reason.

### **II. PAYMENT**

- All commissions must all be paid in full upfront, unless otherwise arranged. I'm open to partial payments for projects \$200 or more.
- Commission prices are provided in USD.
- Payment will be processed through invoices via PayPal or Square.

### **III. PROCESS**

- All** communication will be conducted via email. No exception.
- Works In Progress (WIPs) will only be given if the client checks the respective box when filling out the commission form.
- The only stage at which a WIP will be provided is the sketch. Other WIPs may be requested. I may provide additional WIPs.
- Slow approval of WIPs may result in a longer completion time.
- The time for your commission to be completed can be up to 3 months, regardless of expectations set, depending on many factors such as health, order of commission, complexity, family issues, etc.

Deadlines **must** be requested on first contact. If I don't think I can meet a deadline, I will not accept it.  
A rush charge of 50-100% may apply in the case that I accept a deadline.

#### **IV. CUSTOMER SATISFACTION**

I will do everything I can to make my clients happy.

However after a commission is finished, only small changes will be made, such as small coloring/markings mistakes. Other mistakes that I have made despite having the information available to correctly do the art will also be fixed.

Any changes that could have been prevented with providing me with appropriate references/description or by letting me know at the sketch stage WIP will come with an extra charge, based on the additional time required to make the changes.

If your reference was unclear to start with, no resulting changes will be made without incurring a fee. Make sure to be clear when you explain what you would like.

#### **V. COPYRIGHT / USAGE POLICY**

**I, the artist, hold every right to the produced drawing, not the client.**

##### **Therefore I'm allowed to use the artwork to:**

- Promote myself with in any place or site
- Publish books with
- To display it anywhere to my liking
- Post it wherever I want
- Produce and sell products (I do prefer to request permission)

##### **The client is allowed to:**

- Use the copyrighted artwork for **personal use only** unless agreed otherwise (personal use includes making things with the art on it for your use or to gift (no money exchanged) to friends/others)
- Print the art and claim the right of their character(s) but not claim right or creation of the drawing itself
- Use the art to promote themselves with proper credit given to the artist

**If you break the copyright infringement in any way, you will be blacklisted without exception.**

##### **The following is considered copyright infringement:**

- Reproducing/using the copyrighted artwork commercially (meaning making money off it in any way)
- Taking credit for the creation of the artwork
- Removing any watermarks/signatures
- Altering the artwork without my consent

**A Purchase of Commercial rights to the artwork will always be minimum 100% of original price, depending on the intended scale of use.**

With commercial rights you are allowed to make any sort of merch with the artwork  
Use it in books, covers, change it to your liking and promote your own brand with  
Credit is still required for usage of the artwork, even if altered or edited

**PRIVATE COMMISSIONS ALWAYS COME WITH A 50% FEE**

## **VI. CANCELING/REFUNDING POLICY**

**I have the right to cancel and refund the money for your commission at any time.**

In the case that I find it necessary to cancel a commission after work has been started as a result of inappropriate/threatening client behavior I will withhold an amount I decide the completed work is worth.

I do not take situations like this lightly. I will *a/ways* do my best to resolve any personal disputes before resorting to cancellation with partial refund, but I will not tolerate abuse.

In the case that I find it necessary to cancel a commission after work has been started for reasons unrelated to client misconduct I will provide a full refund.

**If payment has not been sent yet, the client has the right to cancel the commission.**

After payment has been received, you have no right to cancel or demand a refund from the artist under any circumstances. *[In the case that you're interested in a refund/cancellation, please speak with me about the reason/circumstances so I can work with you; the final decision and timeline is at my discretion. I know this section sounds harsh, but I am happy to work with you.]*

**If you file a chargeback against me;**

- Your right to everything you have charged back on be retracted and I have the right to sell the copyrighted artwork to new buyers, with or without alterations.
- You will be forbidden to ever commission me ever again.
- I have every right to file or post any complaint or beware I find necessary and I have the right to the money you have given me.

**If I have not begun work on your art within 90 days of payment;**

- The client is entitled to a refund from the artist.
- The client should reach out directly to the artist and politely request the refund and explain why (the reason of not seeing work within 90 days of payment is sufficient!)
- Please do NOT file a chargeback, please allow me to refund you. If you chargeback for any reason, even as a mistake, I will not work with you in any way in the future.