



Jiayn

Terms & Conditions

Please visit my [Commission Info](#) page to find out my prices & how to commission me!

*("I" will refer to the artist Jiayn, and "you" will refer to the buyer/commissioner for the entirety of this document)

*(If you're on mobile this document is much more

readable if you open it in Google Docs. You can do so by clicking on the 3 dots up in the right corner, it should say "Open in Docs")

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[Commission info](#)



[Commission Form](#)

1 - General Terms

1. Prices are subject to change based on complexity & requirements.
2. I have the right to reject any order that I do not feel comfortable drawing for any reason.
3. If you want a commission for commercial use please check Section 8- Commercial Usages.
4. **Under no circumstance will I ever permit my artwork to be used in any NFT or NFT/crypto/block-chain -related process/material. Do not contact me about NFTs, I will not do them.**
5. **Under no circumstance may my artwork ever be used for AI/machine learning purposes. I will use an anti-AI filter over my artwork at all stages unless otherwise discussed.**
6. Commission work may be posted on my social media. If you do not permit this, it must be mentioned before commissioning me.
7. I will ask you for a lot of references. Please be prepared to supply references for every piece of your artwork so I can create exactly what you imagine. You can send me a link to a google drive, dropbox folder, imgur, dollhouse, etc. This can include images from poses, hairstyle, colors, notes regarding your character, etc! The more detailed the better.

2 - Process and Delivery

1. Timeline is subject to change, however, a commissioner will always be updated during changes.
2. I will notify you when I have started on your commission and you, therefore, lose the rights to a refund (see Section 7- Refunds/Cancellations for more details).
3. While I'm working on your commission I will be in very consistent contact with you. Commission work is teamwork. This is how we can create your piece exactly as you envision.
4. Failure to stay in contact will result in late commission work. I send all steps for approval and more.
5. Once the piece is finished you will receive the full-resolution image. Note that there is no physical product.

3 - Payment

1. Via PayPal invoice only. My prices are in \$USD. Invoices are to be paid within 15 days of reception.
2. Commissions can be paid either 100% upfront or split 50% upfront and 50% after sketch approval, to be discussed during the initial commission process.

3. Don't send me any payment before I have agreed to do your commission and requested you to send me the payment via an invoice.

4 - Revisions

I will not be hurt if there's anything you don't like with how things are looking during the process. I'm doing the commission for you, it's very important to me that it's exactly to your liking. Don't wait to tell me things you'd like me to change/correct. The sooner you tell me, the better. That said,

1. A fee will be added if you want something changed on the final drawing - unless, of course, a misunderstanding from my side has been made.
2. If you wish for me to change something in the drawing you have previously approved, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make, minor changes are allowed with no extra fee.
3. If your reference is unclear to start with, changes will come at an extra charge.

5 - Copyright / Usage

I, Jiayn (the artist), claim the rights to the produced drawing, not the buyer.

Therefore I am allowed to use the artwork to:

- Promote myself with it everywhere
- Display it everywhere to my liking (website, social media, etc.)
- Post it wherever I want

*Please note: If you have any reasons against this and would like for the commission to be private and not posted anywhere, I am absolutely willing to discuss it beforehand. But, if that's the case I will apply a Private Right fee which is extra x1.5 of final quote price. This applies to personal commissions only.

The buyer is allowed to:

- Use the commissioned piece for personal use unless agreed otherwise (you can upload it on all your social media profiles, forums, etc. as long as you credit me)
- Print the artwork for personal use and claim the character(s) as their own, but not the artwork itself. It cannot be printed for resale unless the rights fee has been paid.

The following is considered copyright infringement:

- Reproducing / using the copyrighted artwork commercially; meaning making money off it in any way.
- Claiming the artwork as your own.
- Removing my signature.
- Altering the artwork without my consent.

6 - Customer Satisfaction

1. I will do everything I can to make my customers happy!
2. If you have a problem with anything in regards to the commissioned piece please tell me right away so we can find a solution together.

7 - Refunds / Cancellation

1. The buyer is not allowed a refund once I have started working on the commission.
2. I will not send an invoice before I know I'm ready to start on your commission. I start sketching as soon as payment has been received. Meaning, if you've paid, there's no refunds.
3. You may cancel your order free of charge before paying.
IMPORTANT: If you request a Paypal chargeback at any point you will lose all aforementioned rights to the commissioned piece and I will have the full right to profit further from it in any way. I will decline the chargeback and supply Paypal with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted from commissioning me again.

8 - Commercial Usages

If Exclusive All Rights is not discussed and paid for, I retain all original copyright and ownership of the work, which includes but may not be limited to redistributing, reproducing, advertising, displaying the work in my websites, social media and portfolios according to my discretion. I also retain rights to repurpose unused process work for future projects, personal or otherwise.

Monetization fee:

Price of your commission x2.

This means you may use my work to bring people in, but not as in direct resale.

Examples: you want to use my work as freebie prints to build hype for a pre-order/something else you're selling. Or as a part of a YouTube video (or its equivalent) you're making, either as a thumbnail or in the video. This also applies to monetized streaming, etc.

Ex. \$250 commission x 2 = \$500 (Meaning your rights fee is \$250)

Rights for Commercial Resale:

Will be decided on a case by case basis. Since this option is for direct resale (the commission will be used in or as a product you're selling - IE for/in books, merchandise, promotional material, etc) I will in addition to an upfront x2 base price also ask for a percentage of your revenue. The percentage will differ depending on the application -

something for us to discuss and negotiate on - but this part of the payment will always be a 50% upfront deposit based on projected sales, the rest as your items are sold. I will retain the right to audit your accounting. In this process a contract will also be made.

If you wish to purchase the rights for Commercial Resale of an image/images I've already made before at my own discretion, I will ask you for a percentage of your revenue without the x2 base price. Same terms apply otherwise.

Exclusive All Rights (all copyright):

Meaning the artist (myself, Jiayn) is not allowed to promote themselves with it, post it, nor sell prints or other forms of copies of it, is something else in entirety. Were you to ask me for this, expect the price to increase by a lot. I can not give you a quote for how much that would be until I know more details, e.g how long you want exclusive rights for.

NOTE: If the buyer breaks any of the points stated above they will lose all the aforementioned rights to the artwork commissioned by me, Jiayn (the artist), and I will have the right to profit further from the commissioned artwork in any way I see fit. If you have a problem with any of these statements, they may be changed if discussed with me prior to paying your commissioned piece.

9 - What Do You Get?

1. Sketch and/or final sketches that you must accept before I continue the work
2. Frequent one to one check-ins & communication over how the piece is coming along

Illustrations:

Full-resolution file (approx. 2400 x 3200 at 300 DPI) unless sizing is discussed beforehand. The final artwork and work in progress files will all be protected with an anti-AI filter unless otherwise discussed. Files will be sent as a .PNG file and if requested may include other versions, to be discussed beforehand.

Files will be sent via email or through an Onedrive link (you will be asked to save files out of the Onedrive as to not fill up my Onedrive account). This both applies to if the piece has a transparent background, as well as if the file size is too big to send over email (which happens occasionally).

10 - What I Do / Don't Draw

Do: Fantasy Characters
 OC's
 Semi Furry (human only with animal ears/tails)

SFW
IRL People

Don't: NFTs.

Anthros

Mecha

NSFW

Fetishes

More than 3 characters at a time

Hateful content

Heavy gore (anything worse than what you could see in a Fromsoft game)

11 - Ending notes

These Terms & Conditions are subject to change at any given time.

Please view my [Commission Info](#) page and head on over to my [Commission Form](#) to send me an inquiry if you'd like to commission me! When you fill out the form, please make sure to include references as much as possible like poses, colors, description of expressions or any details you may want to be added! I also appreciate character descriptions!

Thank you for reading!