

Artist Terms Of Services agreement

Kyma

Disclaimer:

- You agree that you are 18+ years of age.
- The artist has the right to reject your commission at any anytime.
- From the moment you, the commissioner, and the artist agree on working together you are also agreeing that you as the commissioner and client have read and understood this Terms Of Service agreement to the best of your knowledge in good will.
- If you at any point break this contract as the client, then the artist will have the right to refuse refunds as well as any future work.
- If you do not understand any part of this contract it is your responsibility as the client to ask for clarification from the artist.
- No client contracts will be agreed upon. If you wish to commission me, we follow these specified rules only.

Contact:

- The artist will only accept commissions through specified 'FA journals' or Google forms. However, if by chance the artist does agree to accept a commission outside of using a client commission form, the client in question will be given specific instructions about how the process will commence. All other terms of service agreements still apply.
- All official commission contact will be through email ONLY. All other information will either be ignored or will be requested to be sent to the artist's email. This is to ensure all important commission information is easily accessible for the artist to refer back to.
- Please contact the artist in the interest of getting a commission only if you have a good understanding of the english language. It is extremely important that the Terms of Service agreement is completely understood.
Contacting the artist about the availability of, or enquiries about commissions is

encouraged, even when the artist is currently closed for commissions.

- I will reply to messages and emails on my next working day. Due to commission work being a second job, replies may be delayed. Replies will be delayed through holidays.

Details:

- Please be thorough and give the artist ALL details concerning the commission when the information is requested. This includes but is not limited to: reference pictures, poses, detailed descriptions and character turnaround/ reference sheets. Failure to do so will result in either a later completion date or, depending if changes need to be made, an additional fee to include extras or needed changes upon the agreement of the artist. This does not mean the artist is obligated to agree to these changes if the client fails to give all commission information before the start of the art piece.
- It is not the artist's responsibility to find reference pictures for the client's commission unless agreed upon between both parties beforehand.
- If there are any updates to the character(s) that is (are) featured in the commission, it is the client's responsibility to contact the artist about them immediately. Fees may apply.

Payment:

- All commission prices and payment is accepted in USD (United States Dollars) only.
- Payments are accepted through Paypal or bank transfers only.
- When sending payment, please make sure you use the given reference name or number for your commission.
- All payments are to be made upfront before any commission work will be started. This includes plans and sketches.
- The artist will accept payment only after all commission details have been received and agreed upon by both parties.

- I, the artist, can only give you an exact quote once all commission details have been received. Payment will only be through one account (Paypal or bank account) per commission. If there are separate people paying for a commission it is the client's responsibility to collect the exact amount in one account before payment is sent.
- Split payments are only accepted if the final total amount is considerable and both the client and artist have agreed upon it.
- By submitting payment to the artist you are also agreeing that you, the commissioner, have read and understood this Terms of Service Agreement.
- No refunds (Unless stated between both parties in special circumstances)

Responsibilities:

- It is the client's responsibility to give all applicable information about the commission in as much detail as possible.
- It is the client's responsibility to read and understand the TOS which is attached to each email signature sent by the artist to the client, on the artist's website and on each client form.
- It is the artist's responsibility to treat the client with respect and in a professional manner. It is the artist's responsibility to respond in a professional manner to any and all emails sent from current paying clients.
- It is the artist's responsibility to provide the client with commission status updates only when requested by the commissioner.

Two or more parties per commission:

- The artist will work on a commission for two or more people. That being said, the parties in question need to appoint one **-and only one-** person for point of contact. It will be this person's responsibility to contact other parties that are being included in the commission process.
- Any correspondence between from the point of contact will be taken as agreed upon by all parties. This includes other parties payments or changes for the commission. If communication breaks down between parties for an extended amount of time (more than one month) the commission will be canceled and appropriate refunds will be sent back

only to the original account used.

- The artist takes no responsibility of the refund after it has been sent back to the original paypal of which it was received from. Submission of payment is also an agreement that ALL parties have read and understood this Terms of Service Agreement.

Work(s) in Progress (WIPs):

- The artist will start the sketch of the commission only after payment is received. There may only need to be one sketch sent. More sketches may be sent depending on the commission's complexity.
- Three separate changes at the sketch stage are acceptable as long as they are within the information the client sent to the artist prior to payment.
- Changes that include details that were not originally given to the artist will incur additional fees. A lined and flat version of the commission will also be sent to the client for approval and changes will be made if any mistakes are made. Any other changes the artist may choose to do will depend on reference study.
- The last picture will be the finished product. This may also have small changes to it as details will have been added. The artist will do any of these small changes within a month of finishing the commission. The artist has the right to refuse changes if they do not match the information given at the start of the commission.
- Time may vary between these processes but clients are encouraged to follow up on any work if they wish.
- Larger changes in finished commissions can be refused (ie change of character design), or charged an extra character fee.
- Wing-it commissions do not have the WIP option.

Files:

- The type of commission determines the file sizes for each piece of artwork (for more information, please refer to ["Prices"](#)). All commissions are at least 300DPI.

- There will be one or more sketch files sent (unless you have chosen a Wing-it commission), followed by one (or more) Work In Process (WIP) colored works.
- The final finished work(s) will be sent as different sizes to the client. One uploadable file to whichever site or messenger program the art will be used for and uploaded to, and the second is a high resolution file. Files are usually sent as TIFs, PNGs and JPEGs. No PSD files are sent unless it is agreed upon before the commission is started - and if so, only flat versions are given out.

Uploading:

- The client is welcome to upload the finished image(s) of their commission (which they have either paid for, or character's are in) to any website they personally choose at any time they choose.
- They do not need to wait for the artist's permission, or for the artist to upload the commissioned art first. Artist acknowledgement is preferred. Agreeing to this contract gives the artist permission to post the artwork freely unless specifically stated when sending the commission information and before payment is sent.
- An additional fee of \$50USD will be required for a private commission - This needs to be stated clearly before starting the commission.

Deadlines:

- Deadlines are agreed upon dates that by which the artist MUST finish the commission. The artist will finish the art several days before the deadline so changes can be made before the deadline if need be. The artist does not accept deadlines shorter than four weeks.
- Deadlines require a 25% fee of the final price. Deadlines are only official if this fee has been paid in advance.
- The artist may try and finish a picture within a loose time frame but is not bound by contract if a deadline fee has not been paid.
- Once deadlines are agreed upon and paid for they are final and cannot be moved by any party (artist or client). If this indeed needs to be changed to an earlier date the client may need to pay an additional deadline fee. If the deadline date is canceled three weeks or more before the set deadline the fee will be refunded in full.

- If it is closer to the deadline date and within this three week period the fee will not be refunded.

Extra Fees:

Extra fees may apply if:

- There is a set deadline that the picture must be finished by.
- There is a background included in the commission (detailed).
- There is detailed clothing the client wishes to include in the commission.
- There are extra characters included in the commission.
- The client wishes the commission be private/not uploaded.
- There are extra changes the client wants that are outside of the stated amount of changes, or information the artist was originally given.
- There is a need to use one-on-one streaming or VOIP (ie, Skype - hourly rates apply).
- Any other extras that are agreed upon by both artist and client. For example, cut-away shots, extra versions or additional panels.
- If the client is buying traditional art, there will also be a small extra fee as they will be required to cover the cost of shipping and handling.

Copyright

All artwork bearing the signature "Kyma" belongs to and is the property of the artist. The artist retains the artwork and digital file copyright. The client is free to distribute the image online or use a printed copy for personal use only (ie. wall art or printed out reference sheet for future art). This does not include uploading to paysites or sites that sell the art as prints or printed on clothing, mugs, etc. Selling artwork in any way is expressly prohibited. The artist retains the right

to use the commission in advertising and the right to sell a small run of prints of the commission. The client retains the rights of the characters which will not be used in any art piece outside of the agreed commission that the artist is commissioned to create. The client(s) retains the copyright of their character's design and therefore cannot be used in anything else without their permission(s). All files must have the watermark intact at all times. The only exception is if the client in question is using a cropped head-shot (picture of the head only) as an icon (no bigger than 300x300px). The client or commissioner may edit their file as they see fit. The artist will not resend out files after one year of commission completion - It will still be available through your email account.

Please note this TOS does not include the agreements of certain sites the client uses or will use in the future in conjunction with the art or art's payment. It is the client's responsibility to understand all terms of agreement of third party sites before uploading their art they have commissioned from the artist.

Types of commissions

Telegram Stickers

Telegram stickers are priced based on character and sticker complexity. Sticker discounts are offered to those buying in bulk. Buy nine, get the tenth free. Expression references may be asked for. A free 'Kyma made my sticker' telegram sticker with your character will also be included to all packs.

Detailed profile commissions

These are detailed headshots, best used for profile pictures. Please choose the expression you were after. These are single characters only. These are not icons as there is a lot more detail to them.

Waist-up commissions

Commissions of your character from the waist or thigh up - depending if you wish for a NSFW commission. Poses, clothing and expressions are up to the client, and backgrounds are also an option.

Full commissions

These are the most detailed and therefore take the longest time to finish. These do not have a specific time frame to be done by, but WIPs will be sent regularly to clients. Due to the detailed nature of these commissions slots are very limited, therefore a client is only able to get one full commission at a time. These are also the largest files and may have to be sent via links instead of email attachments.

Wing-It commissions

As the name suggests, wing-it commissions are free-range pieces. It is required to send the artist at least one clear reference of the character and if it will be a SFW or NSFW piece. From there the artist chooses the pose and theme related clothing/extras. Wing-it commissions are shaded but no specific level of detail is promised.

Reference sheets

There are two types of reference sheets - one flat coloured only which is best for fursuits, and one fully rendered where you get both shaded and flat versions. Themed reference sheets may include basic scenes in backgrounds and themed borders/title. Be sure to specifically ask for one (no extra cost). Large reference sheets expand by height, not width.

Comics

Payment increments are accepted for comics once two pages are paid for upfront. Comics are only accepted if the client can provide the artist with a script, or give the artist story points in the timely matter for the artist's editor to work on. No more than ten comic pages will be accepted as a commission. The artist must get approval from each character owner before accepting payment.

Limit of characters per page: 5

Limit of Panels per page: 8