

# **Ghoat's Commission Terms of Service**



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**By commissioning me, you are stating that you have read and agreed to these terms.**

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## **Basic ToS:**

**Payment expected within 24hrs**

**Full payment is collected up front in full before the true work begins.**

**Paypal only for USD payments.**

**Do not send money until I say so.**

**Commissioner can re-upload the image with credits given to myself.**

**Artwork cannot be used commercially, or claimed as your own  
Refunds given based on how much work is done. Read below  
for clarification.**

**Any revisions of art after the sketch is submitted maybe  
subjected to additional charges.**

**BY ORDERING ANY NSFW/18+ ART YOU ARE AGREEING  
THAT YOU ARE 18 OR OLDER.**

**MY WORK CANNOT BE USED FOR AI GENERATORS OR  
NFTs.**

### **In Depth ToS:**

#### **SECTION I. IMAGE COPYRIGHT**

- 1. I, the artist, retain full and exclusive rights to the original artwork. The client may not claim it as their own or use it for anything other than personal use.**
- 2. All commissioned artwork is for noncommercial purpose only. Redistribution of my artwork for use in printed merchandise or as promotion of goods, services or social media pages is prohibited. If you have any questions about this, ask me *before* commissioning me.**
- 3. Conditions for Reposting**

**The client has my permission to repost the artwork wherever they would like, as long as proper credit is given**

#### **4. Prohibited Actions**

**Altering my artwork in any way without asking for permission before hand, with the exception of cropping/resizing the image for an icon or other use.**

**Use my artwork for tracing or re-purposing parts of the image, with the exception of using it as reference material.**

**Claiming the artwork as your own.**

- 5. If these terms are broken, you will be privately blacklisted from commissioning me and reported.**

## **SECTION II. PAYMENT INFORMATION**

- 1. I accept payment in USD. All USD payments will be taken via Paypal only.**
- 2. Do not send excessive funds with the intent to have me send it back to promote your/mine account into a “business account.” this is tactic used by most scammers, so please only send the designated amount of funds for the commission. With the exception of a small tip**
- 3. You will be given 24 hours to pay after a sketch is shown or a quote is given. Non-payment within 24 hours will result in the commission being canceled. Progress up to this point, if any, will be re-purposed as a YCH. In which the client may not use the re-purposed art in anyway.**
- 4. It is the commissioner's responsibility to tell me when the payment has been sent. Sometimes a payment will not fall through and I won't know about it. If you fail to tell me that you've sent the payment within 24 hours - and I know I**

**absolutely haven't received the payment - then the 24 hour payment term applies to you.**

## **5. Refund Policy**

**If the commission is cancelled (by me or the client) before work has started, then the client will receive a full refund.**

**If the client cancels the commission during progress, the amount refunded will be on a case-by-case basis and up to the artist's discretion. I do have a rough basis for refunds:**

**Sketch: 90%**

**Line: 50%**

**Line and Flat Color: 20%**

**Shading/anything afterwards: 0%**

**No refunds will be given for completed or nearly completed commissions.**

**The artist reserves the right to cancel a commission at anytime, for any reason, and without explanation.**

**If I cancel the commission due to my inability to complete it at any state, a full refund will be given.**

**Any charge backs through paypal after the art is finished will result in an immediate blacklist and the client will be reported as a thief.**

## **SECTION III. CONTACT AND COMMUNICATION**

- 1. Discussion of commissions can be conducted via Twitter(@Ghosted\_Ghoat), or Discord Chat, (Ghosted\_Ghoat)**

## **2. Visual Reference Guidelines**

**Client must provide at least one clear and concise visual reference; please supplement the visual reference with any important information I may need to know to correctly draw the character.**

**If you link to a gallery of your character's artwork, I cannot promise your design will be done with 100% accuracy. Design interpretations may be inconsistent between images and lessen my ability to accurately draw your character.**

**Shading on potential pieces will also play a part in this.**

## **SECTION IV. WILL/WON'T DRAW**

- 1. Below is a general guideline for what I will or will not draw. Please keep my art style in mind when ordering; I will not try to match another artist's or company's art style (example: Disney style, Pokemon style, etc)**

- 2. Allowed Content**

**Humans**

**Most Original Species**

**Monsters (Depends on what they look like.)**

**NSFW**

**Pokemon**

**Complicated Designs**

**Complicated Clothes**

**Anthros (furries/nekos/ect..)**

**Simple designed robots (androids,ect..)**

- 3. Disallowed Content**

**Characters intended to be or appearing underage in any sexual or suggestive context.**

**Mecha (Ask)**

**Extreme Fetishes (Ask)**

**Vore or Gore**

**Feet festish content**

**Pregnancy**

**Extremely overweight characters**

**Hyper genitals/hyper muscles**

**Any sort of hateful content, such as racism, transphobia, homophobia, and characters with Nazi/Soviet/etc. imagery or paraphernalia.**

- 4. You must be over the age of 18 to commission adult content. I am a United States citizen and abide by United States laws. Breaking this rule is extremely serious and will result in blacklisting/blocking on all social media, email, and any other means of contact. By ordering anything 18+/NSFW you are agreeing that you are at or above the age of 18.**

## **SECTION V. WORKFLOW PROCESS**

- 1. I work best when given some artistic freedom to create an image based on the characters you provide. I am happy to match a scene or pose that you have in mind, but please allow and expect some variation.**
- 2. Estimated date to completion. If there are any delays in completion of a commission, I will personally notify the customer.**

**Completion of most commissions are generally estimated to take no more than roughly 1 to 2 weeks. If for any reason I cannot complete a commission within 90 days of ordering, I will issue a full refund.**

- 3. Works in Progress (WIPS).** Certain commission types may or may not include a sketch approval stage. I will send any wips to the commissioner via Twitter or Discord. Progress will be paused until the sketch is confirmed.
- 4. Revisions and edits.** If the commission type includes a sketch approval stage, any major changes or revisions must be made at this stage; this includes any significant changes to a character's pose or body shape, or redrawing parts of the image.

After the sketch has been approved, no major edits or changes will be made. If the commissioner requests additional edits after the approved sketch, a price for the edits may be discussed.

If I, the artist, make any errors in the character design, accessories, or any other visual elements specified in the provided visual references, I will make these edits at no additional cost.

- 5. If you do not want me to post your commission online,** you must tell me when you order.

**Thank you for your interest in my artwork. Please don't hesitate to ask any questions!**

**This TOS may be subject to change at any time without notice. Changes will not be applied retroactively.**

