

Terms of Services

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Introduction

*Welcome to my commissioning terms of service !
I'm thrilled that you're considering working with me to bring your vision to life!*

Before we get started, I want to ensure that we're on the same page and that you understand my terms of service.

As a digital artist, I take pride in my work and strive to provide **the best possible experience** for my clients, and I'm **here to help you bring your unique vision to life.**

To **ensure** that our collaboration runs **smoothly** and that we're **both happy** with the **final result**, I have **a few terms of service** that I **ask my clients to abide by.**

These **terms** are **designed to protect both of our interests** and ensure that we have a **clear understanding** of what to **expect** throughout the **commissioning process.**

So **please** take a moment to **review my terms of service before we begin.**

If you have **any questions** or **concerns**, don't hesitate to **reach out to me.**

I'm excited to work with you and create an
artwork that is uniquely yours!

Customer satisfaction

- ❖ I will do **everything within reason** I can to make **my clients satisfied** about their commission(s).
- ❖ If you have **any problem** regarding the commissioned piece, please **tell me right away**, so we can find a **solution together**.
- ❖ Your **entire satisfaction** is my **end goal**, so **communication** is the **most important** part of the commission process. As such, if you have **some issues with communication**, please **don't hesitate** to **let me know** beforehand, so I can **adapt myself to you**.

General guidelines

- ❖ By commissioning me, you agree to have read and fully agreed to my terms of service.
- ❖ Having fully agreed to my terms of service by commissioning me, clients commissioning a NSFW piece have acknowledged they are above 18 years of age.
- ❖ Prices shown are for personal use only.
- ❖ I retain all the rights to my work, which include but are not limited to the right to distribute, reproduce, copy and/or use the image as a sample for sales or self-promotion.
- ❖ I do NOT authorise using any of my pieces as NFT.
- ❖ Furthermore, I do NOT authorise using any of my pieces to feed any AI generator or use in an AI generator in any way.
- ❖ I reserve the **right to refuse any commission**.
- ❖ Any **ill behaviour** will not be tolerated.
- ❖ Please write in a **clear and sympathetic manner**.
- ❖ I **work best** when **given 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**, please allow and **expect some variations**.
- ❖ I may use **photo bashing** and/or **3D** on my commissions if I see fit at my own discretion: I'm upfront and fully transparent when doing so.
- ❖ **Price may vary** depending on the **complexity** of the **character design**, **background** or **other elements I deem fit**. We will discuss this together!

- ❖ ***Failure to comply with conditions having to do with the use of my artwork will result in me pursuing the issue to the fullest extent of the law.***

Customer use

- ❖ **The commissioner reserves the right to:**
 - **Claiming rights** to the **character**, but **not the drawing itself**.
 - **Sharing/Reposting** the artwork any place they see fit, with **proper credit**.
 - **Printing** the artwork for **personal use** only.

The following is considered copyright infringement:

- **Reproducing/using** copyrighted artwork commercially without my knowledge.
- **Claiming the artwork as your own**.
- **Removing** my **signature** from the artwork.
- **Changing** the artwork in any way **without my consent**. (This does not include revision examples 1 on 1 with me)

Payment

- ❖ At the moment, I only accept payment via **PayPal**.
- ❖ I only accept **USD as payment** !
- ❖ **Payments** can be either :
 - **50% before I start your commission and 50% before I send the finished piece.**
 - **OR 50% before I start your commission and 50% while I'm finishing the piece.**
 - **OR 100% before I start working on your commission**
- ❖ I will **ONLY** start working on your commission after receiving **full** or the **first-rate** of the agreed payment.
- ❖ **! Rush fee means that you will be put at the top of my to-do list !**
We can discuss **how much** together.
- ❖ **Please, give me a realistic deadline : I can't make a fully detailed illustration in less than a week.**
- ❖ **If a commission needs to be put on hold after already starting, I'm usually willing to shelve the piece until a time when the client can pay. I understand that life happens and sometimes clients need more time. However, please do not abuse this fact, I cannot put a piece on hold for more than a few months. Please don't start a commission with me if you know you will not be able to pay me at the appropriate time.**

Rights rates

- ❖ **Personal rights** are free of charge. (Claiming rights to the **character**, but not the drawing itself. **Sharing/Reposting** the artwork any place they see fit, with **proper credit**. **Printing** the artwork for **personal use** only.)
- ❖ **Commercial rights** will be decided **case by case**.

Refunds and cancelling

- ❖ I don't do refunds if I started working on your commission.
- ❖ You'll receive a **full refund** if for any **unjustifiable** reason I'm **unable to finish the commission**.
- ❖ After 3 days of unpaid invoice, your slot may be forfeited if another person pays in due time.

Delivery time

- ❖ Commission may take, upon starting :
 - **7 days** at least for **Profile Picture**.
 - **14 days** at least for **Character Art**.
 - **One Month** at least for **Animations**
- ❖ The **time of delivery** is based on **active buyer responses** to my inquiries, **delay may arise if not**.
- ❖ **Delay may arise** depending on next factors : **order of commission**, **complexity**, **health**, **work**, **school**, or **family issues**.
- ❖ If delays arise, you will be notified.
- ❖ If you choose a **payment plan expanding over the delivery time**, **delay before completion will rise**.
In this case, I will work on your commission **as much of the payment I have received**¹.

¹ i.e.: half of the payment the first month means half of the commission done by the end of said month.

Commission's information

- ❖ **Provide numerous useful references. I can guide you if needed, just let me know.**
- ❖ **Description of the wanted commission is required, the more details the better.**
You can also try to sketch your idea : I'll take anything and everything as long as it is not AI.
- ❖ In the case where you have **any size, resolution and/or colour mode requirements**, please **inform me as soon as possible**.
If I **already created** the file and **worked on it** to a certain point, I might **not be able to change it**.
- ❖ **You WILL be notified if I estimate a need to add reference fees to the final quote price, so we can discuss it if needed.**
- ❖ If I have to find **references myself**, or If **references provided are unclear or lacking**, delivery time may be delayed.
- ❖ What you may need to send me² :
 - **Type of commission :**
 - **Pictures of the character/OC :**
 - **Picture(s) of pose idea(s) :**
 - **Pictures of background(s) :**
 - **Pictures you like the mood/colours of :**
 - **Description:** (*i.e: who, doing what, where, when, why, for what*)
 - **Budget range :**
 - **Any other things you can think of, or deem important** (*optional*)

² Examples of art pieces to guide me on the vibe or composition you are looking for are more than welcome, **HOWEVER** don't expect me to necessarily copy them.

Commission process/Workflow

After sending me what's required, I'll ask for more details if needed and answer any of your question(s) ! Then, I'll come back to you before 24 hours if possible to give you my quote price.

After finding common ground, getting the first invoice & giving the **likely completion date**, I'll start working on your commission.

My workflow In particular occurs in **bursts of energy and inspiration**. I will ensure to work on your commission every day if I can: But I find there can often be **2-3 days of little progress** (usually filled with reference searching or life stuff) and then a **full 12 hours of work on a different day**.

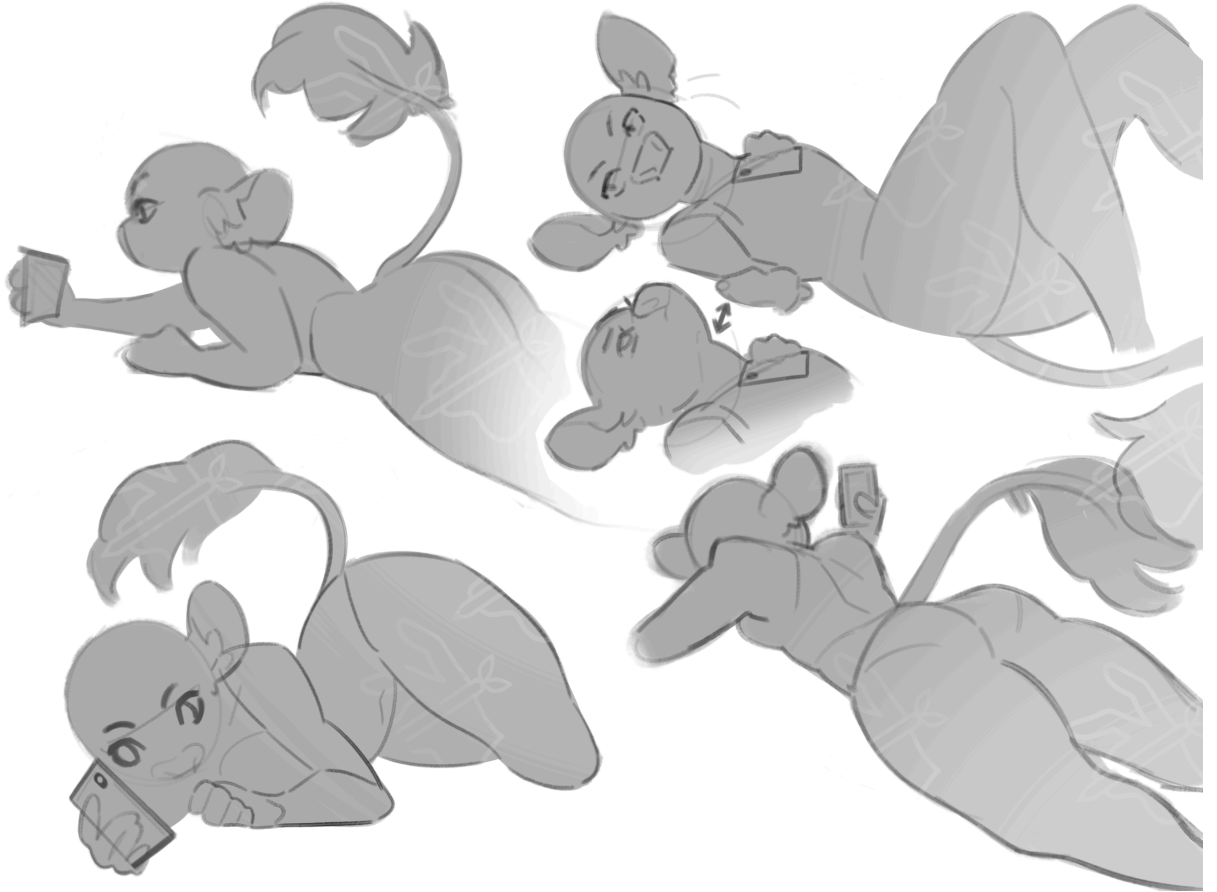
This can happen when we're in differing time zones/ schedules, and can cause windows of real-time communication to be narrowly missed. But don't worry, **I will not spend tons of time doing something unless we are at a stage where those elements have already been confirmed.**

Please note that the exact **process** and steps for any individual commission **can vary wildly** from each other depending on what's being asked for- this is somewhat of a **general estimation** of what it can look like.

❖ **Step 1 or Thumbnailing/Sketch stage**

I'll **sketch** some ideas with black and white values, then show them to you so you can **choose and/or tweak one to your liking**.

If applicable, you can expect **3-ish thumbnails**, up to a **dozen** if I feel inspired and/or if artistic freedom is given to me.



❖ **Step 2 or Colour stage**

I'll **colour** the thumbnail of your choosing.

If applicable, you can expect **4-ish thumbnails** colouring up to a **dozen** if a colour palette is not pre-existing or if you wish to plan the lighting in this stage too.



❖ **Step 3 or Refining stage**

I'll **refine the sketch**, meaning cleaning up linework, adding flat colors, as well as confirming elements of the piece. **This is an example of what your commission may look like** before a rendering stage.



❖ **Step 4 or Rendering/final effects**

This is usually where I can relax and go wild now with all the elements finalized (if you want your piece more heavily rendered.)

I'll be adding **effects** and **filters**. You can receive multiple files, such as with and without filters and/or a variations of the piece with a previously discussed separated element added or removed.







❖ **Step 6 or Sending files**

Finally, you will receive a signed digital file via **email** to not compress the quality. If the file is too big, I'll use another image hosting website.

Once the **commission is finished**, **no more changes** or **edits** can be made unless it's a mistake noticed after the fact. But something like changing a key element will be significantly harder if you ask four months later when the file has been shelved.

Do's and Don't

Please **keep my art & thematic style in mind when ordering**

Don't hesitate to ask me if you're wondering if your commission **idea matches my art aesthetic.**

❖ **Do :**

- Humans.
- Anthros/Furry
- Monsters / Creatures / Animals.
- Original Character.
- Fantasy creatures
- Fanart.
- Mild Gore & Horror.
- Robotic parts.
- NSFW

❖ **Don't :**

- Pure mecha.
- Hateful content.
- Background heavy pieces.
- **Pure imitation of any art style or artist.**³

³ By agreeing to these terms when commissioning something NSFW, you have confirmed being older than 18. This includes Gore AND Sexual content.