# **©** Commission

#### **GENERAL**

- By commissioning me, you agree to the following terms. I reserve the right to refuse any commission for any reason.
- I retain the rights to my artwork, including but not limited to posting the finished commission on my social media and portfolio.
- If you have privacy concerns (e.g., you do not want the commission posted publicly or it's a surprise gift), please let me know in advance.
- I reserve the right to refuse service if you have a history of breaking ToS or engaging in harmful behavior.

### **PAYMENTS**

- All payments must be made upfront.
- The final price may vary depending on the complexity of your character or request.
- Rush fees will be applied if you require a tight deadline.

### **REVISIONS**

My workflow usually goes like this: Sketch > Flat Colors/General Mood of the entire piece > Rendering/Polishing > Final Submission

- Sketch Preview: Major revisions are allowed when I send you the sketch preview.
- Flat Color/General Mood Preview: Major changes are also permitted at this stage.
- Rendering/Polishing: Major changes can still apply here. You can request updates during this stage, as it typically takes the longest.
- **Final Artwork**: Minor adjustments after completion are allowed at my discretion. However, if the requested change is considered major, an additional fee will apply.

• In total, **I'll allow 3 major changes**; any more and additional fees will apply. So, please be concise with what you want as much as possible.

## **DEADLINES AND DELIVERY**

- The estimated turnaround time is 2–4 weeks, but I may take longer depending on the complexity of the commission, my queue, or irl obligations.
- If delays occur, I will inform you as soon as possible.

### USE

- **Personal Use**: The commissioned artwork is for personal use. You may use it for icons, headers, or personal prints, but you may not profit from it in any way.
- **Commercial Use**: If you wish to use the artwork commercially (e.g., merchandise, promotional materials, streaming assets), additional commercial fees will apply.
- Do Not Claim as Your Own: I retain full rights to my artwork. You may not claim, edit, or redistribute my work without proper credit.
- No Al/NFT Usage: My artwork may not be used for Al training, NFTs, or any blockchain-related projects.

### **REFUNDS**

- No refunds once I begin working on your commission.
- A full refund will be issued only if I am unable to complete your commission.

## COMMUNICATION

You can contact me through VGen, Instagram, ToyHouse, Discord, and Email.

| • | I reply quickly, but if I haven't replied within a few days, feel free to send a follow-up |
|---|--|
|   | message.   |

| • | I will provide updates only when necessary, but feel free to ask for progress updates! |
|---|--|
|   |  |

# \$ Design/Auction

## General

- By default, all designs sold are for personal use only unless otherwise agreed upon.
   Commercial use requires additional fees (see Usage & Licensing below).
- I retain full rights to my artwork, including but not limited to posting the finished piece/design on my portfolio and social media.
- If you prefer your commission/design to remain private (e.g., a surprise gift, or due to personal reasons), please let me know in advance.
- I reserve the right to refuse service if you have a history of breaking ToS or engaging in harmful behavior.

# **Ownership & Rights**

- You may not claim, redistribute, or edit my artwork without proper credit.
- You may request **minor edits** from me directly (color tweaks, small adjustments).
- Please always credit me as the original artist/designer when reposting or commissioning others to draw/modify the design.

# **Payment & Auction Rules**

- Payments are accepted through PayPal only, in USD. I will be sending an invoice, so
  please share your email.
- Please make sure you have the funds ready before placing a bid.
- Payment should be made within **24 hours** from the moment I contact you.
- Payment Plans are available for designs \$100+. A non-refundable deposit (usually 20-50%) is required, and the remaining balance must be paid within the agreed timeframe.

- If you have any **unresolved balances with me** (e.g., unfinished payment plans), you must settle them before purchasing again.
- All payments are **non-refundable** once sent, unless I personally cancel the transaction.
- Any chargeback/dispute without contacting me first will result in immediate blacklisting and revocation of rights to the design.

## **Usage & Licensing**

- **Personal Use (Default):** You may use the design for icons, headers, roleplay, personal stories, or personal prints. You may not profit from it in any way.
- Commercial Use: If you want to use the artwork/design commercially (e.g., merchandise, promotional materials, Vtuber/streaming assets), an additional +30% of the total price will be charged.
- No Al/NFT Use: My artwork and designs may not be used for Al training, NFTs, or any blockchain-related projects.

# **Transfer & Reselling**

- Once purchased, you must wait 1 week before selling/trading/gifting/redesigning the design.
- You may resell the design for the base price you paid + the value of any additional commissioned artwork associated with it.
  - Example: If you bought the design for \$50 and commissioned \$100 worth of extra art, you may resell it for \$150 total.
- If you purchased my design from another seller, all artwork they commissioned for it resets to \$0 USD. You may only resell it for the original base price you paid. Additional resale value can only be added after you commission new artwork for the design.
- Personal artwork (art drawn by yourself) does not add resale value unless:

- 1. You are an established artist with commission prices listed publicly, and
- 2. The design has been officially commissioned from you by others before. Otherwise, personal artwork counts as **\$0** toward resale.
- If you acquire my design through **trade/gift**, its monetary value resets to **\$0**. You can only resell it again if you've added your own commissioned artwork.
- You may redesign the character, but the **original credit must stay intact**.
- I reserve the right to revoke usage and blacklist buyers who break these ToS.

# **Design Co-Ownership**

- Co-ownership of a design is allowed, but I will not mediate or involve myself in any disputes, agreements, or arrangements between co-owners.
- All terms regarding usage, rights, and profit sharing must be settled between the co-owners.
- When reselling, trading, or gifting a co-owned design, all co-owners must agree before the transfer.
- Only one person may officially handle the transaction with me (the "main contact"), but all listed co-owners are still expected to follow my ToS.
- The resale value of the design will still follow my standard rules (base price + commissioned artwork), regardless of how ownership is divided.
- If co-ownership dissolves (e.g., one owner leaves the arrangement), I am not responsible for determining who the "rightful" owner is. It is the responsibility of the co-owners to decide and document that between themselves.
- Any misuse, broken ToS, or blacklisting by any one co-owner will result in the entire ownership being revoked from all parties involved.