

# Commission Terms of Services

Last updated: 28.10.2023, subject to change without notice

Failure to comply with any of the rules listed will result in the cancellation of your commission. *Please keep in mind that if it's canceled before the sketch process, 50% of your advance payment will be deducted, and there will be no refund if it's canceled during/after the sketch process.*

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## 1. General Terms

- a. By commissioning me, you accept that you have read and agreed to all of the terms outlined below.
- b. The commissioner **should provide references and a detailed description**. Sketches of the composition, style references, and color palettes are also very useful.
- c. The artist and the commissioner should first settle on an accurate explanation and interpretation of the expected finished product before starting the commission.
- d. R18, ecchi, furry, heavy mecha, elderly, gore, fetish art, and anything else that makes me uncomfortable **will not be drawn** by the artist.
- e. If your character is overly detailed, I reserve the right to charge a fee to include these details. This fee will be stated prior to beginning the commission, and you will have the option to change your commission request (e.g., change the character, agree to simplified design changes) before the fee transaction is completed.
- f. Emails, private messages, and comments must be sent in one of two languages: English or Indonesian.
- g. If Expected Turnaround Time (ETAT) are discussed, the commissioner is also responsible for ensuring timely communication. The artist will not be held accountable for any late deliveries.
- h. The artist has the right to decline a project if the time frame is too short.
- i. The artist reserves the right to take up to 2 weeks (depending on queue) to begin work on your project, and another 2 weeks to complete it (depending on difficulty and agreement).
- j. The artist has the right to cancel or deny any commission.

## 2. Payment

- a. The payment currency is in USD & IDR (Indonesian only).
- b. Do not send payments unless the artist agrees to accept your commission and asks for the payment.

- c. Commissioned artworks should be paid in full (if it's under \$100/ IDR 1,000,000) or with 50% down payment (if it's more than \$100/ IDR 1,000,000) before the artist takes on the request, unless agreed otherwise.
- d. The artist is not responsible for any errors made by the commissioner during the course of the transaction.

### **3. Process and Delivery**

#### **a. Pre-commission**

The artist will notify the commissioner the start of the commissioned artwork, and the Expected Turnaround Time (ETAT) will be activated.

#### **b. During Commission**

- i. The artist will update the commissioner of the sketched artwork to be reviewed. If there's any revision to be made, please refer to the **revisions** point. If there's any payment left unpaid, it should be completed after the sketch process.
- ii. Each time the artist sends a work in progress to the commissioner, they will be asked for feedback.

#### **c. Post-commission/ Delivery**

- i. Once done, the completed artwork will be sent via email or discord DM as a high-resolution png file attachment.
- ii. If no feedback was provided to amend any unsatisfactory elements of the finished design, the artist is not responsible.
- iii. Any file purchased by the commissioner will be available from the artist for a limited time only. The artist takes precautions to keep most files for up to three months. The artist cannot, however, guarantee against computer failure or accidental deletion or loss.
- iv. After the piece has been completed, feedback on the final product is welcome via private messages or comments.

#### **NOTE:**

A jpeg file or other file type will also be sent upon request (there'll be an extra cost of 50% of the total price for the PSD file).

#### 4. Revisions

- a. During the **sketch process**, the commissioner is entitled to unlimited **minor revisions** and 1 **major revision**, as well as 1 **minor color revision** during the **coloring process**.
- b. Changing the subject of the commission will not be permitted after the sketch is finalized.
- c. If the commissioner wants the entire sketch redone, the cost will be one-third of the total commission price.
- d. Extra revision(s) will incur fees proportional to the additional workload.
- e. Minor changes, such as color adjustments, are permitted after the order has been completed if the missing or inaccurate elements are the artist's fault (e.g., I overlooked details provided in the order).
- f. If the commissioner does not provide feedback, any changes to the final piece will be charged at a rate of \$10/ IDR 60,000 per change, depending on the nature of the element to be changed. I will gladly make minor adjustments if they are deemed insignificant in the long run, but only on a case-by-case basis.
- g. The artist will not redraw a completed commission unless payment for a second order is received.
- h. The artist reserves the right to reject critiques of artistic skill and stylization, as well as critiques that reduce the artistic quality of the piece (unless the style was agreed upon).

#### 5. Copyright and Usage Policy

Under no circumstances may the artist's signature be removed from any work.  
Art may not be modified or edited by anyone but the original artist.

##### **For every commissioned artwork, the artist:**

- a. Retain all copyright over my work, including the ability to reproduce, redistribute, and use the image as an example for sales or self-promotion, unless otherwise agreed upon.
- b. Can promote services and products with the finished artwork anywhere, but will always give the commissioner credit for creating the character's design.
- c. Will not claim ownership of a character design unless it was created by the artist. As a result, unless otherwise agreed, the artist will not reuse or resell the artwork for personal or commercial projects.
- d. Will not be held accountable for any changes in ownership of the said character.

##### **For every commissioned artwork, the commissioner is allowed to:**

- a. **Use the commissioned artwork for personal** use unless agreed otherwise. (Example: Upload it on all your social media profiles, forums, etc.)
- b. **Print the artwork and claim the character(s) as their own**, but not the artwork itself.

- c. Use the artwork to promote themselves. (Example: Profile picture and banner on social media)
- d. Use the artwork on their Youtube or Twitch channel as a thumbnail or banner (with credit to the artist), as long as the commissioner gains no profit from the channel.

**For commercial use art commissions, the following policies will be applied:**

- a. The total cost of the commission, as well as any additional royalties, will be agreed upon in advance.
- b. Commercial use includes reproducing and selling the artwork publicly or privately, as well as cases where you profit from a medium/platform where you have posted my artwork. (Example: Patreon, YouTube, Twitch, a personal site, business cards, etc.)
- c. Give credit to the artist for the finished artwork when selling the merchandise or product.

## **6. Refund and Cancellation Policy**

- a. Refund
  - i. No refund will be issued at any given circumstances unless:  
**(1) I, the artist, failed to deliver the product according to the pre-agreed Turn Around Time (TAT).**  
**(2) I, the artist, no longer wish to work on your project for whatever reason.**

***In case of refunds, the artist will only refund the amount she got after cutting off the PayPal fees \$0.30. (Full refund for payment using IDR)***

- b. Cancellation
  - i. The artist has the right to cancel any art commission and refund the appropriate amount.
  - ii. The artist is entitled to cancel or deny the art commission if the artwork contains any depictions of racism/sexism/hate or is meant to mock/ridicule an individual for no apparent reason.

## **7. The artist's Terms of Service is subject to change without prior notice.**