

# sumiaou T.O.S

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## General Info/Rules

- By commissioning me you agree to my terms of service as well as acknowledge them.
- Commercial rights must be discussed PRIOR to commissioning and includes a 300% additional fee added to the base price. (e.g. \$300 base price + \$900 commercial fee)
- As the artist, I have the right to refuse a commission request without written or verbal reason.
- *If a client is rude, rushing or harassing they will be refunded and blacklisted.*
- Colors may not be exact. Colors are relative and will not be exact down to the hex code -- if a character has neon colors or greatly clashing colors, they will be softened for reasons such as background lighting or to make it easier on the eyes.
- I MUST be provided with either a REF, or a picture showing ALL DESIGNS. Even if it's a shitty MSPaint mouse drawing. Lengthy written descriptions will be rejected, or charged extra as a design commission.
  - Please provide references and outfits you would like, a pose you would prefer, backgrounds, etc. Along with written preferences in the descriptions. This should make it easier and more convenient for the both of us.
  - Please indicate your leniency regarding the reference (if you would like me to emulate the reference sheet/image(s) artist's art style to stay 'on model' or if you would like me to translate your character into my style.)
- I would very much prefer you would talk with me casually! Despite this doc sounding intimidating lol
- Please keep the commission info simple, a paragraph or three maximum.
- I will not work with a character that has a Terms of Service. Same goes for contracts. I do not sign contracts.

## Payment

- Your discount is only applicable if it existed *before* the commission opening.
- I only accept payments via invoice Stripe or Paypal. (USD)
- Please use a converter to pay the proper amount in USD.
- **Holds are no longer accepted as they are unpredictable and can interfere with monthly budgeting and future openings.**
- Clients are required to pay either fully upfront, or 50/50 *within two weeks*. After which slot will be forfeit.
- If you chargeback me... then idk what id do. I'm not gonna pretend I can do something meaningful other than a personal blacklist or angry journal or whatever artists do.
- **I will start your commission only when I have accepted/confirmed your commission and full payment has been received.**

## Refunds

- **Refunds may be given proportional to the amount of work not done yet.** For example, if I have done the flats and you will want a refund, you will only get the amount of money equivalent to how much time it would have taken to do the shading and background.
- **If a client has not responded to feedback within two months, the slot will be deemed "abandoned" and payment will be kept.** I don't have the time, presence of mind, or lack of self-respect to hound after clients. But if you do follow up with me, you will be prioritized accordingly and your slot finished.

## Deadlines

- Drawings may take as short as a day to a month depending on difficulty of drawing and current queue.
- Deadlines are not certain, but it will definitely take under two months to complete unless I notify you otherwise.
- If you would like a picture to be finished before a due date (anniversary or holiday), let me know and I will prioritize your commission accordingly.

## Drawing Process/Stages

- I generally send a sketch to confirm a pose and details as I go, but otherwise I prefer to finish it and not wait for communication delays if the client is not present.
  - *After 2 changes, there will be a 40\$ fee for each subsequent revision. Have your finished, final idea present to me when giving me a prompt. I very much do not like drawing with someone spitballing ideas.*
- **A maximum of two alternate versions** will be allowed per picture. Price depends on complexity.
- **Pixel-peeping:** I also draw at a very large resolution. By default, there will be some pixel-sized messes or imperfections. This is natural to the process until software developers perfect the bucket tool, which they will not. However, if pixel-sized imperfections bother you, I will clean them up for an extra \$30.
- **Photobashing:** For the sake of transparency, my backgrounds are oftentimes “photobashed” with free-to-use hi-res images from [Unsplash](#), with compositions referenced from movie stills from [Shotdeck](#), as well as other textures I have hoarded throughout the years. If you desire a completely hand-drawn background, notify me of this preference on form signup so I can provide a more accurate quote if it's to be chosen. (As in, the price will be much higher.)
- **“Artistic Liberty”:** The name is as it implies. While I do accept key terms to narrow down possibilities, if a commission type with this label is chosen there is an implicit understanding and agreement to allow me, or artists in general, to do their thing.
- **Experimenting with edits:** The slots I choose and do not choose are with the ‘gists’ put down in the form submissions in mind. If, for example, I see “artistic liberty, I want you to do whatever!” and, after delivering a process shot, get requested edits, that goes against my estimate of a slot and throws off my queue completion momentum. Edits to correct things for a character to be on-model are accepted and encouraged (if provided references are either up-to-date, or a disclaimer saying why the references are out-of-date is brought to my attention) but if the nature of the edits are to “try things out” or because a different idea occurred to you after the point of submission, it holds up the batch – and with it, my monthly budget – greatly.

## Distribution and use

- Commissioners are free to post their commission anywhere they please (minus e621) with credit (credit is generally greatly appreciated and helps both the artist and those who are interested in seeing more art like it!)
- Commissioners are free to alter their commission as they please, they are buying my commission as well as the personal rights to it, but they must specify what changes and additions they made to the piece. I do not accept bigoted commission prompts, nor condone bigoted edits. **(not commercial rights.)**
  - For example, if someone were to buy a sketch from me, they are allowed to go to an artist and have them finish that sketch.
  - If someone were to buy an outline from me, they are allowed to color it and experiment with it as they please.

- Flat colors, they are allowed to shade it -- they are even given a .PSD or .Clip file (for 10\$) to alter but not sell as a base.
- If an adopt, they are allowed to resell it.

## Uploading

- The client is allowed to remove the watermark/signature for wallpapers or a personal poster. The client is also allowed to upload the unwatermarked full res to their public galleries as well, if they wanted to. The low res watermarked versions are only to protect against potential character theft, unauthorized roleplay, or impersonation. **The client may not upload their commissioned pieces to my e621 tag.**
- If you wish to have the full resolution exclusive to you, let me know and I will upload a smaller size (still high resolution though) if need be.
- I upload the full/high resolution to my Patreon Discord. Although it is not guaranteed, notify me just in case you are uncomfortable with it and I won't do it!
- *I do not always upload all of my art.* But don't let this stop you from uploading to your own galleries or archives! In fact, please feel free to upload your art to your sites and archives. If I do not upload your piece, please do not ask me or pressure me to upload it. I'm very particular about what I show as examples, it does not mean I did not like your art or am not proud of it. Please don't 'remind' or ask me to upload my art anywhere, I value making these choices for myself, or having the freedom to forget.
  - For example, if I've made an exception and accepted a commission featuring Mechas or complex armor, I may not want to upload it because I don't want to be known too much as a mech artist.

In my opinion, what matters is that the client gets the art. As vain and smarmy as it feels to say this, consistent pressure on me to upload a piece only makes me feel like one is more focused on the publicity and sours my mood. Greatly.

## F.A.Q

### How can I get a hold of you?

As a client, Patreon discord, Furafinity notes, [sumiaou.art@gmail.com](mailto:sumiaou.art@gmail.com).

### What Tablet do you use?

Intuos Pro

### What drawing programs do you use?

Photoshop, Clip Studio Paint EX, Blender

### Do you draw fetish art?

Yes, I can draw NSFW art, [here is a list of what I do and do not draw](#).

### Do you take personal/private commissions?

I do!

**Do you take commercial/business work like logos?**

I can, though my availability depends. Please e-mail me at [fireflufferz@gmail.com](mailto:fireflufferz@gmail.com).

**Do you do tattoo designs?**

I do not.

**Do you take commissions for comics?**

If we are talking about comics that will have more than 2 pages and will be an actual story, no.

However, if sequential paneling is necessary (i.e. for transformation) comics will be accepted.

Alternate versions and close-ups (internal shots and panels to show the otherwise concealed partner's facial expression) are accepted, though.

**Can you do art for my game?**

If it is a one-time thing (only one picture needed from me), sure! But if I am to draw ALL of the assets in your game, it is too big of a commitment, sorry.