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**Aurore “MetaFeline” Ciholas**

**E-mail / PayPal** : aurore\_cih@hotmail.fr

**DeviantART** : <https://metalfeline.deviantart.com/>

**Wordpress** : <https://metalfeline.wordpress.com/>

## ENGLISH :

\*A commission is when someone pays you (usually with real money [Paypal or mail]) to draw something for them.

Below are the terms of service for Private Commissions. Terms of service for commercial commissions might be different.

Check my commission guide to view my normal prices and other information, as well as my Commission Status.

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## **A) GENERAL TERMS :**

- I do TRADITIONAL and DIGITAL commissions.
- The GENERAL TERMS and it's subsections apply to ALL types of commissions I make.
- Please, make sure that you read the “UNDERSTANDING” section at the very end (applies to ALL types of commissions I make).

## **I) CONFIDENTIALITY**

- All contact between the Artist (myself) and the Client must be kept confidential. (Unless you break my ToS, at which point, I may decide to make the case public and proceed to blacklist you).
- I will not disclose a project until it is ready for release (for time-sensitive projects, birthdays, etc...).
- I will not disclose the preferences and beliefs of my clients.

## **II) COPYRIGHT AND OWNERSHIP :**

-I own all the rights to the artwork. The image is mine. This means that you DO NOT OWN THE RIGHTS to this image that I create for you, and you DO NOT have permission to make copies and sell my artwork, even if you paid for it. You CANNOT and WILL NOT claim my art as your own. You have paid for my services, and the right to own an original. Any reproduction without permission is copyright infringement and can be fined.

-This means that I, and only I, can make reproductions, sell prints, make revisions, and upload the image to any galleries and portfolios that I may choose.

-In the case of a *private commission* (meaning I can't upload it on the net), there will be an increase in the price. This is because I may miss out on a chance to show my art for other potential clients.

-In the case of *custom commission* sketches, no one can copyright a pose, so I also reserve the right to re-use the base sketches (base sketches means they can be tweaked for any other character) for any personal or commission artwork.

-You can request for your work to be excluded from being posted if you have a good enough reason (at which point, I may decide to exclude it, at my sole discretion).

-However, if you want to buy the rights to the image, you will have to pay an additional percentage of the original price of your commission (Please see this in my prices guide) (example : to buy full rights to a work that costs 50€, the client will have to pay (for example) 300% of 50€, which is 150€, on top of the initial price, making the total costs 200€). I may, or may not sell these rights. I will not be allowed to share the work publicly without the client's permission, use it or re-sell it once these rights have been bought.

-I retain the right to recycle sketches and preparatory works that were rejected by the Commissioner for other commissions or personal works.

-*The commissioner retains rights to the characters depicted in the image.* This means that while I am able to reproduce or alter the specific work, I am not allowed to use the characters in any future work without the commissioner's permission.

-In most cases, I will give the commissioner permission to upload the image to their online galleries, use it for icons, etc. (As long as credit is given back to me). Exceptions will be discussed before the commissioning process begins. If I see my art anywhere without credit I will personally message you and if I do not get a response I will assume you're an art thief and will call you out on the behavior.

-You may print a few copies for yourself or a friend especially if that's who you commissioned it for !

-You do not have permission to trace, copy, or heavily edit any piece. You CANNOT remove or alter my signature (cropping for icons is fine).

***-All commissioned work is for personal use only, if no rights have been bought.***

### **III) REVISIONS AND PROCESS :**

-I try to finish commissions in the same order as they have been requested AND paid. However, I may use a sketch commission as a break from a larger commission type.

-For larger works, I will submit a sketch to be approved before moving on to the next stage (unless otherwise specified by the client). Further updates may or may not be shared depending on my schedule and working rhythm.

-I will do ONE revision on the sketch for free (with the exception of sketch commissions). You *must* request revisions during the sketch stage. When I update you on the sketch and you validate it, I will not allow changes or updates of any sort after that. After I've started coloring, no edits will be made.

-If the sketch still isn't satisfying after the first free revision, any extra changes or further

revisions will cost an extra amount based on the work requested : to the refined sketch will be an extra base 10€, once it's colored and shaded and changes need to be made (ONLY for digital commissions and ONLY in the coloring, NOT the sketch !) it will be an extra base 15€.

-I will do minor revisions for sketch commissions and icons. For these, I will finish the work without any preview.

-I am always willing to make minor adjustments to the commission. There is a limit however and I have the right to stop working when I feel I've done enough. I expect my clients to be reasonable in this aspect.

-After the piece is considered "completed", no further changes will be made.

### **Deadlines :**

-I do not currently accept deadlines.

-Regardless of whether I have a full time job, I WILL take my time on commissions. Don't expect next-day uploads. It depends on what you want and how much I have going on in my life, at the moment.

-By default (unless otherwise stated in commission advertisements), I aim to take no longer than three months on any commission (if life kicks in, it might take longer).

## **IV) PRICING AND PAYMENT TERMS :**

### **-Payment methods :**

1) Paypal is my preferred payment method. Especially for large pieces.

2) I will accept DeviantART Points (also referred to as "DA Points"). At the rate of "100 DA points = 1\$". Mainly for small pieces.

3) French clients : Paypal, or normal well-concealed cash. (I am not responsible for any incoming payments lost in the mail).

### **-You should check on Paypal you're buying "services", NOT "goods".**

-All prices are in the EURO currency. If outside, please convert your money into EUROS (€).

-My prices are not negotiable.

-You must pay me before I start sketching.

-Half payments are allowed. I do offer half payments meaning you can pay half of the payment up front and the other half when I am done halfway through your commission. We only need to discuss it before the commission begins.

-I will never work for nothing ; commissions that cost less than 25€ must be paid upfront entirely. Payment for commissions of 25€ and up may be paid in parts should the client prefer it, with a maximum of 3 divisions (minimum upfront: 25€). I will in this case start working once the first payment is received.

-IF THERE ARE ANY POTENTIAL PRICE CHANGES IN THE MIDDLE OF A DRAWING BECAUSE OF UNFORESEEN DIFFICULTIES OR LAST SECOND REQUESTED CHANGES I WILL UPDATE THE QUOTED PRICE RIGHT AWAY. If you have any questions don't hesitate to ask.

-As the commissioner, you do not have to pay the Paypal fees, if you do then I will be very thankful for that.

-My prices are subject to change / rise whenever I see fit (with no effect on already paid commissions).

***-Please note that ALL PRICES MAY RANGE depending on the complexity of the pose, design of the character, complexity of the background, light sources, etc...***

My prices are only base indicative prices but you may pay more depending on what you ask for.

## **V) CANCELLATION AND REFUNDS :**

***-Clients get a 70% or 100% refund if :***

- I canceled the commission for personal reasons. I retain the right to end a commission at any time. If I choose to stop working on a commission, the commissioner will receive a full refund and I will keep the work. Being the copyright owner, I am then allowed to alter and sell this artwork.

If the commissioner would prefer, I could refund them the unfinished portion and they will get the artwork as is.

- They canceled the commission before I started working. (If I have entered the sketch stage, it will be a 70% refund).

***-Clients get a partial refund (the initial payment minus the work that has been done. This refund will be of 50% or less) if :***

- I cancel the commission because I feel they are unreasonable or offensive.

- I haven't had contact with my client in 2 months.

- They wish to cancel the commission. I will refund the unfinished portion and they will receive their work in whatever state it may be in. ***I retain the right to refuse giving a full refund after I have done any work.***

- I get sick or get caught in an accident of some kind, and know I will take too long to complete it / will be unable to complete it. (And, if I did decide to complete it -and the client is okay with it- I won't refund. Also, if there is a deadline, I might ask for it to get extended).

***-Clients get no refund if :***

- They back out after I have completed the commission.

-In any case, I reserve the rights to the money of the artwork I've completed (whether in part, or in full) if you back out in the process without notice, or any of the cases stated above. If I have started working, I will always keep at least 30% of the total price.

-If you are unsure about refunding, please send me a private message or e-mail.

## **VI) FINAL PROJECT**

-I do not retain responsibility or liability for what the Client or third parties do with the artwork once the artwork is completed.

## **B) SPECIFIC TO TRADITIONAL COMMISSIONS :**

-Terms in this section only apply to TRADITIONAL commissions.

### **SHIPPING AND PRINTING :**

-I will scan (or take the best photo I can) of the artwork and send it to your e-mail, so you

can print it out yourself.

-Any physical shipping is an OPTION, requested by the client.

-Shipping costs are NOT included in my price list.

-The client is expected to pay for the shipping costs of the artwork.

-The client is responsible for giving me a correct address to which I can send their commissioned artwork.

-I will NOT be held responsible in case of a FAKE or erroneous e-mail.

-I will NOT be held responsible in case of a FAKE or erroneous address.

-I will NOT be held responsible if the artwork gets lost in the mail once sent. As such, I will NOT refund you.

### **COPYRIGHT AND OWNERSHIP :**

-The commissioner owns the physical artwork and can do whatever they want to that physical object (alter it, draw on it, step on it, etc.) however the image itself is protected under the artist's copyright and therefore you can only have personal usage of it, as stated in the "general terms" section (if no rights have been bought).

### **REVISIONS AND PROCESS :**

-After the coloring is complete (or near), only minor coloring edits may be done, depending if the media the commission was made in allows it (only small coloring edits. NO drastic changes in pose, perspective, complete recoloring, etc...).

### **RETENTION OF IMAGES AND FILES**

-I will NOT store the file of the scanned artwork once I have sent it to your e-mail. Please, note that I may or may not be able to resend it for any reason.

-Upon demand, I will store the commissioned physical artwork for a 2€ "keeper fee" per month for a period of six months. Before this amount of time comes to an end, and if you want to get the original, physical piece, you will have to provide me with shipping information so I can send it to you.

-If you want me to keep the file for any additional months, it will be a 5€ "keeper fee" per month.

-Please note that once you stop paying these "keeper fees", I may or may not keep the physical artwork.

-I will NOT give refunds if you lost the artwork or it got destroyed for ANY reason (whether it be the file of the scanned artwork, or the physical artwork itself).

## **C) SPECIFIC TO DIGITAL COMMISSIONS :**

-Terms in this section only apply to DIGITAL commissions.

### **SHIPPING AND PRINTING :**

-I DO NOT do prints. I will, however, e-mail you the high unwatermarked resolution file which you can print out yourself.

-I will NOT be held responsible in case of a FAKE or erroneous e-mail.

### **COPYRIGHT AND OWNERSHIP :**

-In the case of pre-made sketches (also known as "YCH" or "Your Character Here") I retain

the right to use and re-use the base sketches indefinitely, for any personal or commissioned artwork.

### **REVISIONS AND PROCESS :**

-After the coloring is complete (or near), only minor edits may be done (only small coloring edits. NO drastic changes in pose, perspective, complete recoloring, etc...).

### **RETENTION OF IMAGES AND FILES**

-I will NOT store the commissioned artwork once I have sent it to your e-mail. Please, note that I may or may not be able to resend it for any reason.

-I will NOT give refunds if you have lost it for ANY reason.

### **D) UNDERSTANDING :**

-By ordering a commission and agreeing to the T.O.S. you also have agreed to any future changes on the T.O.S. if needed updating on some rules.

-All articles of this Terms of Service Agreement are applicable unless specifically outlined within the final written agreement between Client and Artist.

-By contacting me for work you are hereby agreeing to all the terms expressed above.

Make sure that when you have read the T.O.S. and you have agreed to my terms that you post your order along with the password :

**Password - Highwinds**

If you have any questions, or if anything is still unclear to you after having read this ToS, or if you spotted a mistake in my terms, please feel free to contact me via e-mail, or send me a private message on DeviantART.

Thank you.