



Terms of Service

This is an agreement entered into by and between the person ordering a commission (the “Client”, “you”) and the producer of the artwork and digital goods (the “Artist”, “me”, “I”).

1.1 Client Requirements

- Client must be above the legal age (18+).
- You must be available and reply to my emails or DM’s within 24 hours (weekends excluded) during the commission process.
- All references must be provided before the commission starts. I can work from visual and/or written references.
- If you are ordering an animation, please provide a rough description of the mannerisms/dispositions on display (use adjectives; nervous, calm, excitable, heroic, ...).
- For more specific requests, please outline these as part of your initial request. These may incur an extra charge depending on complexity.
- Please only include the information I actually need - excessive backstories or superfluous information will only make it harder to get to the relevant parts!
- Payment. When we have agreed on the commission, I will send you an invoice and **I expect it to be paid within 24 hours. If this is not paid, I may deny your commission.**
- **Read the Terms of Service in full.**

1.2 Rights

- All rights and ownership of the artwork remain with the artist.
- The commissioned artwork is for personal use only.
- **You cannot alter, modify, distribute or use it for commercial purposes.** This includes but is not limited to: minting the artwork as an NFT (non-fungible token), selling the artwork in any way shape or form, using the artwork as a business logo, using it to train AI systems, or using the artwork to promote your business/book/website etc.
- Limited usage licence is given to the client - I draw this for you to cherish, use as your social media avatar, put on your OC pages and print out and hang it up on your room.



- Minor changes such as cropping or adding text are allowed.
- Do not edit out my signature or watermarks.
- If you wish to post a commission from me in an online gallery, you must include “by Witstorm” in the title and post the watermarked version.
- I have the right to alter, modify and post the work on social media, redistribute it as part of a portfolio, create merchandise, etc.

2.1 Payment

- Payment via PayPal.
- When the deal is set, I will send you an invoice to your PayPal address.
- I will not start working on the commission until payment is received.
- Roughly 4.2% of the total price are PayPal fees (varies slightly depending on your country).
- All PayPal transactions are subject to the PayPal Privacy Policy.
- **Tips are very welcome!** My invoices allow tips to be added with the payment.

2.2 Refund

I can refund 90% of the payment if I haven't yet started on your commission. No refunds after I've started. If I fail to complete a commission due to any reason, refund will be paid in full.

3.1 Technical Information/Drawing Process

- For a static (non-animated) piece; you will receive the full-size image with additional deliverables negotiated on a per-commission basis.
- For an animated piece; you will receive a dynamic HTML5 animation, an MP4 animation and a full-size image export, with additional deliverables negotiated on a per-commission basis.
- Process and progress pictures, sent via email. You will receive a **rough sketch**, the **coloured art**, and in case of an animation- a **final review** of the animated art.
- Average turnaround time varies between 2 days to a week for static images, or up to a month for animation.
- I will do mild NSFW (scarce clothing, partial nudity), but nothing explicit.



3.2 Revisions

I will do one revision after a progress picture has been sent. **That means you must write in your reply to the progress picture if you'd like something changed.**

The kind of change that is possible to make depends on where the process is at:

- After the **initial sketch**, pretty much any kind of change can be made, and this is where the main pose/look is locked down.
- After the **coloured art**, minor tweaks can be made to the colours or details.
- In the case of an animated piece, you will get a **final review**, where minor tweaks to the animation can be made.

Any changes you would like outside of these aforementioned might incur an extra cost.

3.3 Retention of Images and Files

I will store the files as best I can, but there are no guarantees that they will be retained outside of the deliverable package sent to you via email. Please keep personal backups for your own records.

The online hosted animations are retained on a best-effort basis. I do want to keep them online for as long as possible, but this is nothing that is guaranteed. If you wish to store them on your own hosting, files are included for you to do so.

4.1 Disclaimer and applicability

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

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

Contact me at **witstorm.art@gmail.com** if you have any questions.