

– Cloudshock's Terms of Service –

Last updated: 29th November, 2023.

By commissioning me, you agree to the terms laid out below.

This Terms of Service document may be updated or changed at any time, with or without acknowledgement to the end user (aka, the commissioner).

These terms apply to anyone who commissions me. Deciding against reading this does not grant you permission to sidestep my work practices and boundaries. I will discontinue any further work with you, if I see you haven't read my terms. Thank you!

(Terms of Service refers to Cloudshocks, the artist, as "I", "me", or "my". The client, or customer, is referred to as "you". "We" refers to both parties.)

Will + Will not draw section

Will draw:

- Original characters
- Fan characters
- Humans
- Pets
- Anthros/Furry characters
- Pokemon/Digimon
- TTRPG characters
- Armor
- Backgrounds
- Inanimate items (TTRPG items, fantasy foods, etc)

Will *not* draw:

- NSFW
- Fetish work (ex. Inflation, Latex, etc)
- Porn
- Nudity

- Hate speech
- Homophobic/Transphobic materials
- Realism

You can request that I draw characters in revealing attire such as swimwear, crop tops, etc. But keep it PG.

General Info

- ❖ I use Paypal (specifically, Paypal invoice) and ko-fi for commission payments! Paypal invoice is preferred.
- ❖ Half of the price is required upfront. Paying the full amount is preferable (and required, when commissioning multiple slots/art pieces at once).
- ❖ I advertise commission slots and take initial requests on my socials. I use Discord for further correspondence.
- ❖ I try to talk and update when I can, but may not respond immediately due to work and other obligations. If it seems like I've forgotten your message, feel free to send another.
- ❖ Updates will be provided at most stages of the commission (sketch, lineart, etc), but may be requested at any time. Requesting frequent updates may slow the commission process down, however.
- ❖ If the commission is a gift or surprise, and/or you would like me to delay posting it, please tell me in advance. If I am not informed, I will fit it into my regular posting schedule.
- ❖ Alternatively, if you would like me to not post your commission for whatever reason, I must be informed *prior to the piece's completion*. I will default to fitting it into my regular posting schedule, otherwise.
- ❖ All commissions (and commission progress updates) will feature my signature, which you may not remove.
- ❖ I may livestream my commission drawing process, via Discord.
- ❖ If you attempt to sidestep commission payments, you will be excluded from any further commissions, raffles, kiribans, adopts, or gift events I host. You will also be reported and blocked.

- ❖ My work may not be used commercially, unless agreed upon beforehand. Commercial projects include merch, physical prints, shirts, charms, etc. By default, any commercial projects of mine would have to follow a modified and alternative Terms of Service. This is my current default TOS.

Commission Process

Process will be modified for sketch, lineart, or flat color commissions. The example, provided below, is for a fully shaded commission.

- ❖ Initial discussion - We introduce ourselves, chat a little, and exchange references or design descriptions. Commission details and pricing are worked out. At least half of the payment is needed, to move onto the sketching stage.
- ❖ Payment - Either partial or full payment is provided through Paypal (or Kofi), preferably through a Paypal invoice. If no payment is given, your slot will be revoked and cleared from the queue.
- ❖ Sketch stage - This is where I draw up concept sketches or thumbnails, and work on the final sketch. Feedback on the final sketch will be needed before proceeding. Image will be signed, from here on out.
- ❖ Lineart stage - Another image update will be provided, with base lineart and a singular backing color.
- ❖ Flat color stage - Another image update. Feedback will be needed before proceeding.
- ❖ Shaded stage - If I have been paid in full, the final image update will be provided. If only half payment has been provided, the final image will be withheld until final payment is received (and will be withheld indefinitely if final payment is never received). This is also the last chance to ask me to delay posting it on my social media.

Refund and Payment policy

As mentioned, my commissions follow a model of refunding based on the amount of payment initially given (partial versus full), as well as the level of artistic completion prior to the refund. Here are the main points;

- ❖ Payment - Either partial or full payment is provided through Paypal (or Kofi), preferably through a Paypal invoice. If no payment is given, your slot will be revoked and cleared from the queue.
- ❖ Emails, legal names, and/or other personally identifiable information may be requested, or viewed, on the basis of making payments with Paypal or Kofi. I only keep this information to fulfill the commission process, and will delete as necessary after the fact. This information will not be shared with any third parties, beyond the necessary parameters towards communication and receiving payment (ex. Paypal).
- ❖ If I cannot complete a commission, or if the client cancels a commission partway, I will refund based on how much was finished. Example (of a fully shaded commission, with full upfront payment) : No sketch = full refund. Sketch = 75% refund. Lined = 50% refund. Colored flats = 25% refund.
- ❖ I can only refund the amount provided to me; if only a partial payment was offered, then I can only offer a partial refund in return.
- ❖ Full (ex. 'full' as in 'full amount provided by client') refunds are also available, if 1) the client cancels before the commission is properly started, 2) the artist is unable or unavailable to finish the commission, for whatever reason, prior to starting on it, or 3) the artist cancels the commission.

If you are receiving a refund, do not request a Paypal chargeback. I will provide the refund via manual transfer, myself, via Paypal.

If you request a Paypal chargeback at any point, with or without communicating the need for a refund with the artist (me) prior, you will lose all aforementioned rights to the commissioned piece. I will have the full right to profit further from it in any way. I will decline the chargeback and supply Paypal with my Terms of Service, and our conversations in which we talk about the commission, as evidence that I have completed work for you. You will also be blacklisted and blocked from my future work.

(Please don't make me do that! It's not fun for either party.)

Art terms

- ❖ I reserve the right to accept or reject any commission request. I am not obligated to accept a commission – especially if it goes against my will/won't draw section, or makes me uncomfortable. I may answer why I rejected it as a common courtesy, but I am not required to.

- ❖ Prices may change overtime, depending on need and demand.
- ❖ All versions of the commission, updated or finished, will be signed. However, you can request that I move the signature to a different portion of the drawing.
- ❖ Minor color-based corrections can be made up to 5 days after the final commission is sent, free of charge. Major changes (i.e. entire palette swaps, 5+ minor revisions after the initial commission's completion, major revision of lineart and base colors) will have a cost attached. Said cost will be determined on a case-by-case basis, per my discretion. Major changes may be denied after a commission's completion.
- ❖ Each commission will abide by the version of these terms given before the drawing process. If I update this after your commission slot has been claimed, your commission will follow the terms given prior to the update.
- ❖ By commissioning me, you are purchasing my artistic labor. I retain credit and/or copyrights to the artwork. I can also use it as an example of my work.
- ❖ I retain the right to showcase your commission online (via portfolios, resumes, etc), and the right to post unless otherwise specified (again, prior to the piece's completion). Timing of the post may be negotiated (as mentioned in general info).

Thanks for reading! If you're still thinking of commissioning me, I look forward to working with you. (Also, type 'snickerdoodle' after I send you the link, to let me know you read all that. It'll make me smile.)

– Until next time! –