

IndigoAvemour's Terms of Service Disclaimer

As the commissioner, it is strongly encouraged that you read and fully comprehend these Terms of Service before going forward with commissioning me. Upon commissioning me, you agree and are bound by the following:

Rights of the Artist (IndigoAvemour):

I reserve the right to:

- Refuse any commission at any time for any reason.
- Set prices as I see them fit. All prices are non-negotiable, and I have the right to revoke any discounts from the original price I have allowed.
- Post any/all commissions in any publicly viewable place or otherwise showcase them unless specifically asked otherwise. The commissioner must specify this before it is posted; otherwise, I may refuse to remove it from any place(s) I have posted it.
- Ask for the paid commission(s) to be removed from the commissioner's gallery for any reason.
- Ask for any works commissioned of me to be removed from any place posted for any reason.
- Refuse to alter something in the work if I feel that the request is unreasonable.
- Take artistic liberties where I feel they are needed if instructions or details are vague or absent unless specifically told otherwise. If a picture reference cannot be given, the commissioner must give as detailed of a description as possible, and beyond such I will use artistic liberty.
- Refuse to alter a finished work should the request for alteration be unreasonable and for mistakes due to poor reference, description, and/or communication.
- Judge and define what is considered “reasonable” on a case-by-case basis.
- Change, update, or alter these terms of service without warning.

Rights of the Commissioner:

The commissioner reserves the right to:

- Post paid work in any place aside from Facebook and DeviantArt so long as proper and clear credit is given to me.
- Request changes to be made at any time provided they are reasonable and
- Request a refund of no greater than 90% of the full amount paid so long as
 - I have not responded or attempted to make contact within three months' time after the date of payment or
 - I have not finished the commission in full within six months of accepting payment.
- Make prints in any quantity so long as it is for personal use only.
- Commission me for a third party such as a friend or family member, so long as said person would be okay with it.

The commissioner MAY NOT:

- Sell the work for any amount of money, in any way whatsoever.
- Alter the paid commission in any way unless cropped for use as an avatar or ID, or otherwise given permission to do so.
- Take credit for anything they have not contributed to the work in any way
- Ask for a refund after the finished product should they be dissatisfied.
- Use the image for financial gain, such as for advertising their own products or services, on business cards, etc. without prior written permission.

Rights of third-party individuals:

I define “third-party individual” as anyone who is not directly involved in the commissioning process.

Third-parties have the right to:

- Repost art on any site EXCEPT Facebook and DeviantArt ONLY if their character(s) is/are depicted in the work AND proper and clear credit is given to me.
- Request changes to be made to a work within reasonable bounds, only if their character(s) is/are depicted in the work.
- Make prints in any quantity so long as it is for personal use only.
- Use my artwork as an image reference on F-List and other roleplaying sites ONLY their character is featured in the work.

Third-parties MAY NOT:

- Sell any works of mine for any amount of money, in any way whatsoever.
- Alter any works of mine in any way unless their character(s) is/are depicted in the work, and only if the work cropped for use as an avatar or ID, unless otherwise given permission to do so.
- Take credit for anything they have not contributed to any work in any way
- Use any works of mine for financial gain, such as for advertising their own products or services, on business cards, etc. without prior written permission.
- Use any works of mine for their own personal use, including using any part of any works as an avatar, as a stand-in depiction of their own character on sites such as Facebook, F-List, and other roleplaying or social media websites, or as a “character base” for their own use and benefit.

I work on a policy of mutual respect. I will respect you unless your words or actions toward me cause me otherwise, and I ask for the same respect I give. Please do not be rude, belligerent, or threatening in any way; I may block you and/or refuse you service if you do. Keep things calm and reasonable, and everybody should be fine.