

Apririnn's Terms of Service

If you are not comfortable with these terms, then please consider a different artist. Thank you!

Please take your time to carefully read and understand my terms of service and will try to 'keep to the rules' to avoid any uncomfortable situations and/or misunderstandings either from me or you.

This Terms of Service are always provided in the Terms of Service/Commission Form, e-mail(s) and in the invoice.

These terms also apply for anyone who are exchanging my services with theirs or receives work from me for free.

Reading, understanding, and accepting these terms equates to a virtual signature. Any statement can be bound to change if discussed with me, the Artist, prior to the commission.

If there are any questions or concerns, please email me at Apririnn.ArtlineS2@gmail.com or DM me at [@apririnn@instagram](https://www.instagram.com/apririnn).

Terms of Service

By commissioning me, you understand and agree/consent to the following;

GENERAL

- **I retain the right to edit and/or change this document as I please anytime and for any reason I want without prior notice.** The newest updated version of this document will supercedes any older version(s).
- **I always have the right to decline your commission, without giving my reasons.**
- **Commissioning me automatically means you must abide by my terms and conditions** as listed or are otherwise in agreement with a personalized set of conditions. When a Client contacts me for work, **they agree that my Terms of Service supersedes any terms and conditions the Client might have.**
- By commissioning me **you certify that you are the legal age** of majority in your country and are responsible to uphold this contract and to pay any charges invoiced under my terms of service. **Only participate in any transaction only if you are able to pay of your own ability** (have your own PayPal account/credit card and not use someone else's especially parents' if they're not aware and have not consented!) In the case of minors and/or using another person's PayPal account, if you still wish to commission me, please contact me first.
- The Client agree that **I am an independent contractor** and that neither I nor my employees or contract personnel are, or shall be deemed to be, employees of Client. Myself and the artwork(s) or any other deliverables prepared by me shall NOT be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined in this document.
- As an artist, my art is constantly evolving, so please keep in mind that **my style may vary slightly** between the examples and the commissioned product (e.g. linearts style, coloring method, composition, etc...). And although I aim to do my

best on every commission, I am more skilled in some areas than others. In the end it is up to you to decide if I am the right artist for your commission. To avoid being disappointed, please make sure to look at the past [examples of my work!](#)

- In regards to artistic freedom, I will make stylistic choices, if it falls under anything that you have not specified before I agreed on the commission. And due to the nature of my style (which is using a lot of blending modes, gradients), even with a provided colour palette and/or colour picking, I am likely to modify some colours a small bit to fit my style and the lighting/feel of the piece, therefore, there might be a slight colour change (this mostly means that since I use gradient-like effects on the base colour, the original colour (from palette and/or colour picking) might be slightly blended, thus, resulting in a bit of a change).

- If, in the unlikely case a Client becomes excessively hostile, abusive or impossible to communicate with, **I reserve the right to cancel the commission, without refund.** In this scenario, the files will not be sent, and the business relationship with that Client will be terminated indefinitely. As long as communications are carried out respectfully and professionally, this will not be an issue!

- **I DO NOT accept "description only" commissions.** You must have at least one visual reference, even if it doesn't accurately depict your character(s). You can use other works and photos you'd like as reference(s). **There will be an additional fee if I have to help design the character** (e.g. only text reference, piecing together photos to make a full character/outfit). Though, if you're unsure about an idea or design, feel free to ask.

- Please make sure your reference images are in full colours and clear; a high resolution with clearly visible patterns. If the details you are concerned with is not clear in your reference image/a result of insufficient information or not mentioned to me when I accepted your commission, I have the right to refuse changes to that section. If I happen to accept your request, there will be a fee depending on how big the change is. Black and white references are ONLY acceptable with Lineart Commissions.

- Canvas size will be at least A5 size (1748x2480px). However, Client are free to request canvas size (limited to 3508px in both width and height) and canvas orientation. If not specified, by default the canvas size will be at least A5 and orientation will be decided by composition.

- **DO NOT claim the artwork as your own or take credit for the creation of the artwork** if/when you share it in social medias/websites. DO NOT redistribute, reproduce, monetize or use for profit (this does not apply to commercial commissions).

- **The Client may not incorporate or repurpose my work into excessively violent or pornographic content, religious or political propaganda, or generally harmful content.** If my work is ever seen in this context, please assume that permission was NOT given. **I retain no responsibility or liability for what the Client or third party do with the artwork** once the artwork is completed and sent to the Client.

- The Client will indemnify and defend Artist against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the artwork(s) or materials furnished by Client. It is the Client's responsibility to obtain the necessary model or property releases and ensure they are full effect and in force.

- Unless expressly stated, **the Client is purchasing ONLY a digital file/service. There is NO physical delivery**- the Client WON'T receive any physical items in the mail from this purchase, therefore, SHIPPING ARE NOT REQUIRED. The finished artwork that is custom-made to the Client's order will ONLY be **delivered digitally to the Client's e-mail**.

- If I did not receive any reply from you during any stage of our transaction for 1 week (7 days), I'll move on to the next Client. If you do not reply for 2 weeks (14 days), and do not notify me on any platform, I will consider it as lost contact and will cancel the commission. And you will not be refunded.

- I have no obligation to retain or archive any artwork file(s) delivered to the Client. However, **I will keep the file(s) of the commission for a maximum of six (6) months**, please be sure to save the file(s). I am not responsible for providing any file(s) after the six (6) months period has passed.

- By commissioning me, I will assume that you have fully read, understood and accepted the terms stated in this document. I will not be responsible nor will I accept any complaint(s) later on regarding the terms that I have stated in this document. It is the Client's responsibility to ensure that you are comfortable with the terms written here. *However*, if there is anything that the Client would like to suggest to improve my service then by all means, please feel free to tell.

- **Please consult/inform me before proceeding with anything.** If you are experiencing any difficulties, feeling uncomfortable and/or unsure of anything during our transaction, please contact me as soon as possible and together we could try to make things work.

- **Please allow me at least a week (7 days) to respond to any of your message(s).**

COPYRIGHT & POSTING

- **Artworks are ALWAYS for personal use only.** Personal use means that the drawing won't generate you any kind of profit, and is something you wish to have for your own personal enjoyment. The Client are allowed to;

- ◆ Use the copyrighted artwork for personal use only unless agreed otherwise.
- ◆ Print or make physical merchandise of the commission for personal use (not sale and in limited amount (maximum 5 (five) pieces).
- ◆ Claim rights of their character(s) but not the drawing itself.
- ◆ Use the art to promote themselves (non-commercial) with proper credit given to the Artist.

Commissions are NOT to be used for things like book illustration, covers or any other publishing without expressed written permission, whether you make or plan to make a profit or not. However, I do take commercial commission, please contact me for commercial commissions details.

- **I am ONLY 'selling' my service as an artist** (meaning you're purchasing my artist labour only), **I retain all rights and ownership over my work** which includes but are not limited to the right to;

- ◆ Use the piece in my portfolio (with due credit).
- ◆ Use the commissioned image as a sample in order to promote my services/commissions (with due credit).

- ◆ Distribute and/or reproduce.
- ◆ Offer the digital files on Patreon, Gumroad and/or similar sites for learning purposes unless otherwise agreed.
- ◆ Publish books with it.

If you wish to use the artwork commercially, please contact me for commercial commissions details.

▪ **If you break the copyright infringement in any way, every right you had to the artwork will be retracted and any future business transactions with me will be declined.** The following is considered copyright infringement;

- ◆ Reproducing/using the copyrighted artwork commercially. (Meaning making money off of it in any way)
- ◆ Taking credit for the creation of the artwork.
- ◆ Removing any watermarks/signatures.
- ◆ Altering the artwork without my, the Artist's, consent.

▪ The Client **DO NOT** have the rights to monetize/mint/sell the purchased commission(s) for NFT (Non-Fungible Token) and/or any other similar operation(s). I will also never make them, so if my work is ever seen in this context, please assume that permission was NOT given! It will be much appreciated if you could also inform me of such things if you saw it.

▪ The Client **MAY NOT** run the commissioned artwork(s) through any A.I (Artificial Intelligence) program(s) to create any variable A.I generated image(s) nor to train any A.I(s). Please don't, even if for fun.

▪ I'm allowed to stream the commission and/or post the WIPs (Work in Progress) on any of my social medias, either on my feeds or stories. If/or when time-lapse video(s) are made, post them to my Youtube channel and/or other sites. However, I won't if you ask me not to in advance.

▪ I have the right to post the finished artwork on my social medias/sites. However, I will respect your request to not publicly post your commission. No explanation necessary. However, if I am not allowed to post the commission, neither are you. Once a commission is made private, it applies to both the Artist, me, and the Client. Request must be made in advance. If you are gifting to someone, please tell me which day I can upload the artwork!

▪ I have the right to reuse rejected stages of the commission (ex: unused sketches/designs/compositions/etc.) in future works. The Client holds no rights to that work.

▪ When a commission is finished, you will receive a full HD version of it. **However, I will not remove the watermark** and I ask you kindly not to remove it either. No worries, it won't be in the way of the image or anything! When you buy a traditional artwork like painting, it will also always contain the Artist's signature, right? (This does not apply to commercial commissions.)

▪ If you post the commission somewhere, it is necessary that you use a watermarked/resized version of the image and please link back to my profile page ([Apririnn@Instagram](#)) or to the page where I uploaded the commission.

P A Y M E N T P R O C E S S & R E F U N D S

• **Payment is due in full upfront** for any commission equal to or below \$100 USD. For amounts greater than \$100 USD, payment plans are available, though it is also acceptable to pay the full amount upfront. These will depend on the price and your circumstances. **I will not begin the piece until I have received the full or half payment upfront.**

• My process will go as follows : (half) payment received -> sketch -> three (3) limited edits/revisions -> line art -> full payment received -> colour/shade -> final revisions (ONLY regarding small details. I won't make any big revisions that require altering the line arts and/or the piece itself). **I won't make ANY revision after the file(s) has been sent to the Client. Under no circumstances will I ever redraw an entire commission.** If you insist on a redraw no matter what, you will simply have to commission me again.

• **PayPal or Stripe ONLY. Prices are in United States Dollar (USD).** At least a partial payment is required within a week (7 days) from when the invoice is sent. Failure to do so will result in your commission request being dropped. If you need more time, please let me know. ANY AND ALL payment MUST be made using the same PayPal account filled in the form.

• **Please ONLY pay when prompted by me! ALL payments should be made through invoice method.** This will ensure your order placement and avoid any accidental transactions. Any payment received OUTSIDE of invoice, will be considered as donation! Please be aware of this.

• I ask that you confirm acceptance of service/order received on PayPal (when prompted by me), BEFORE receiving the final commission file(s). This is of course only AFTER I have sent you a watermarked screenshot preview of the finished product. This is a step to ensure my safety as the Artist.

• **NO REFUNDS.** ONLY if I am incapable of finishing your commission(s), I will give refund in accordance to the work that's been completed. **It is impossible to be refunded in full amount** (even if I have not begun any work due to transaction fees etc.). After you have received your finished commission, the transaction will be over. Please be aware of this.

• As the Client, you have no right to cancel and demand a refund. But **IF there is a NEED to cancel the commission(s) FROM the Client's side DUE TO legitimate reasons** (such as urgent financial issues), please inform me. **I am willing to cooperate and offer a refund** in accordance with the work that's been completed + a cancellation fee. **It is impossible to be refunded in full amount** (even if I have not begun any work due to transaction fees etc.). **There is also the possibility that no amount could be refunded** (e.g. there will be NO REFUND for Lineart Commission(s) once the sketch has been approved). After you have received your finished commission, the transaction will be over and you are not permitted to ask for a refund. Please be aware of this.

• If you file a chargeback against me, **your rights to everything I have ever made for you will be retracted** and I have the right to **repurpose and/or resell** the copyrighted artwork to new buyers. Also note that you will be **blocked and permanently blacklisted** from any further business with me (including, but not limited to, participation in contests/raffles, purchasing adopts and requesting further commissions, etc.) ever again. **Your name and infos will be posted publicly** everywhere and anywhere I want for others to watch out for.

• As a thank you for the continuing support, 3x returning Clients who have spend a minimum of \$100 USD will be entitled to a 10% discount on their **4th purchase**

and onwards. Thank you so much for supporting me and my works♥ (this discount ONLY applies to commissions paid by invoice.)

WAITING TIME & WIP S

- **Artwork can take anywhere from a week (7 days) to 2 months (61 days) to finish** (following smooth back-and-forth communications process). Worst case scenario is 4 months, mostly for bigger projects. In the case of if/when an unforeseen incident and/or circumstances such as sickness, injury, technical problems or urgent life issues (resulting in a large delay), **I will notify** you and we can discuss how to handle moving forward.
- **First pay, first serve.** All pieces are begun and finished in the order that I receive payment. If you wish to skip the waiting list, and for me to prioritize your commission, there will be an extra rush fee. Maximum days for rush deadline will be at least 3 weeks (21 days) from the date of ordering, that's the fastest I can work to give a quality work. There will be a waitlist if necessary.
- **ANY deadline must be informed IN ADVANCE.** I do not take any sudden deadline informed AFTER I have accepted your commission and you must abide by the first pay first serve rule.
- **Day count will ONLY start when I started working on your commission** (from when the first sketch is sent).
- I will give an update when sketch/line art/flat colours are done respectively with a watermarked screenshot. Feel free to ask me for more WIPs/updates, but as I may be working on multiple drawings at once, please be patient. Also, please do not be too overbearing. If I feel pressured it may affect the outcome of the piece! Please wait at least one week (7 days) between inquiries.
- The commission's WIPs (Work In Progress) will always be sent to the email address that the Client have filled in the commission form. However, if the Client request for it, I may also send the commission progress to the Client's preferred online platform messaging service.
- Please inform me if you don't want to receive any WIPs (Work in Progress), stop receiving it, or want to be surprised by the end result of the commission(s). But understand that, by leaving me to work on the commission *without* asking for your inputs, gives me rights to reject ANY request for change. I *may* accept minor change requests such as missing details, scars, small accessories, correcting parts of the outfit's design, minor colour changes ect. **but I am NOT obliged to.** Major changes requiring me to redraw parts of the piece (such as changing a pose from standing to sitting, fully changing outfits, redrawing full props etc.), after it has been completed will incur an additional fee or will be outright rejected. **IF** a change request is accepted, after two (2) additional revisions I have the right to refuse further changes.

I Do Draw

✓ Fanart

✓ Original Characters

✓ Girls

✓ Boys (not so much for *manly* men though)

✓ Couples doing any pose that are not suggestive or NSFW (kissing on the lips are a no though)

✓ Groups (limited to 4 (four) characters per canvas but may be discussed)

✓ A bit of blood and minor wounds (slight gore)

I Don't Draw

✗ Any other style but my own

✗ Yaoi/Yuri/BL/GL

✗ NSFW/R18/Gore/Porn/Any form of violence

✗ From real life people or hyper/semi realistic style

✗ Buff Men/Bara/Macho character (basically too much muscles) and too much facial hair (e.g. Beard)

✗ Questionable/controversial/offensive or sensitive topics/themes/gestures (e.g. politics, religions, hate, self-harm, the middle finger, etc.)

*If you're unsure of anything, please be sure to ask me.

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 the terms expressed above.

If you are interested in commissioning me, please fill out this Google form;
<https://bit.ly/ApririnnsCommForm>

***Note that if you fill the form that means you have read, understood and accepted the terms stated in this document.**

I also have a Ko-fi if you wish to support me there! ❤️ <https://ko-fi.com/aprinn>
Every coffee received will also get a bust-up sketch of any character you'd like as a thank you~

Thank you so much for reading!

If you require any clarification on these terms, please send me an [email](#) or a message on any of my [social medias](#).

Last edited: 21/Nov/2022 (15:51)