



Terms of Service

For Private, Non-Commercial Freelance

PAYMENT

- Prices are in USD using Paypal. I do not take crypto.
- Payment is taken up front for commissions under \$100.
 - For larger commissions, half is required up front, and half upon completion. Other payment plans can be discussed – especially for long term projects like animations.
- I will not begin work on the commission until at least a 50% deposit is received.
- Must be 18+ to commission NSFW or suggestive themes. No exceptions.
- **I do not take commissions above \$50 from minors**

ADDITIONAL CHARGES & REFUNDS

- There are up-charges for character design complexity, rush fees, and corrections done after the sketch stage (that are not minor, or simple additions).
 - Complexity Fees: \$5-\$15 dependent upon size of commission
 - Correction Fees: \$5-15 dependent upon size of commission
- Changes after completion will require a small fee unless it was my mistake. I'm happy to correct any mistakes along the way, and any major changes can happen before completion without cost.
- If you need your art done quickly, a rush fee of (at minimum) +50% can be applied, and varies depending on turnaround time and quality of the piece.
- If you would like your commission to be private, a 25% fee is applied. I will not post the commission to any of my socials, though I still reserve the rights to use the artwork in my portfolio and as future example work.
- **REFUNDS:** After ideation/sketches have begun, full refunds will not be given if canceled on your end.
 - The full amount is determined based on the amount of work completed, not including PayPal Fees.
 - No Work: 100% of full amount
 - Sketch: 80% of full amount
 - Lined: 50% of full amount
 - Color/Rendering: No refund available.

- If you request a refund at any point in time, you may not use any of the artwork provided for any reason. This includes uploading it to toyhou.se, twitter, or another website, or using the artwork for any profile picture or personal use.
- You may request a refund at any time during the process, or if the turnaround time has passed, but the aforementioned refund amounts will apply no matter the circumstance.
- If a refund must be issued on my end, the full amount, including fees, will be returned.

TURNAROUND TIME

- Turnaround time varies from project to project. Most commissions fall within a two week to two month range.
- Turnaround time *may* vary if a long lapse in time happens from a work-in-progress check in and approval to continue.
- Larger pieces such as full character illustrations, animations, and detailed tattoos may take longer.
- If a piece is needed by a specific date with at least three weeks of buffer time, no rush fee will be applied.

DISTRIBUTION

- Upon completion, you will receive the full resolution file. If applicable, both a transparent and color background version will be provided.
- Your characters will not be used for my profit (prints, digital sales, etc.) unless discussed beforehand (typically only for experimental commissions).
- You may not create a profit from my art. Feel free to print and distribute your commission to your heart's content, but please do not sell my work as prints, digital sales, or otherwise turn a profit from my work. **If you are looking for a commercial commission such as badges, pins, etc. or promotional material, please email for further discussion.**
- If you would like your commission to be private, a 25% fee is applied. I will not post the commission to any of my socials, though I still reserve the rights to use the artwork in my portfolio and as future example work.

SOCIAL MEDIA USE

- You may use my work as your icon, header, badge, etc. anywhere you please as long as there is credit somewhere!
- You may also repost to social media with credit!
- I reserve the right to distribute the commission through my social media, youtube, or use it as an example for future commissioners. This includes sketches, work-in-progress shots, and any other material produced during the process.
- My work should not be used in AI programs, and should not be used in training of such programs.
- **No one, including the commissioners, has the right to use my artwork for NFT's or any similar venture. You may not resell my artwork using NFT's.**

OTHER

- Custom designs can be resold for their commissioned price + added value of art. They can also be traded and gifted freely.

- Commissioned designs must be housed on Toyhou.se, and commissioners can request a Toyhou.se code to join free of charge.
- Custom designs that are started and canceled before completion may be reworked and resold, removing personal details.
- Tattoo designs are black and white unless specifically requested.
- Character colors may not be an exact one-to-one due to screen differences and in an effort to make the piece cohesive. I do not always colorpick.
- Certain commissions do not come with work-in-progress check ins or a correction process. Please read each description carefully before deciding upon a commission.
- Any artwork not fully paid may be reused or repurposed for other commissions, YCH's, or personal artwork. This may include reusing the pose, backgrounds, or other details, but will not include the commissioned character itself.

If you commission me, you agree to these terms.

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