

KAYNE EIN'S TERMS OF SERVICE

Please read this ToS in full, and by commissioning me, you (the client) to agree upon all the terms outlined in this document. Feel free to let me know if you have any questions through my email, Telegram, or Twitter.

I will not accept any commissions from those under the age of 18 years old, no exceptions.

What I am familiar with:	What is no go:
<ul style="list-style-type: none">• Canines• Dragons• Male Builds• Average Build• Athletic Build• Anthro Characters• Semi-Hyper/Hyper* Characters• Macro*	<ul style="list-style-type: none">• Gore (very light gore may be an exception)• Human Characters• Scat• AB/DL• Zoophilia• Incest• Cub/Loli/Underage• Hate symbols

*Still trying to work on it, maybe subject to longer timelines.

Anything not listed, feel free to ask. I will let you know if it is in my ability to do so.

What will get you best selected for commission slots:

- Having a clear and understandable commission idea.
- Providing clear references or descriptions.
- Themes and content matter that fit my art style.
- Whether or not I can fit the piece into my workload.

As the artist:

- I have the right to decline service to customers so long as it is not for protected reasons (eg, gender or sexuality) even without spelling it out in the contract.
- I can decline large changes on ongoing pieces and have the ability to charge based on how sophisticated the change is.
- I will be sending payments through an invoice on Paypal.
- I will be providing consistent WIPs to ensure that the customer is continuously updated on their art work.
- I may work on some pieces out of order.
- I may, under certain circumstances, request to alter the content of an image.

- I am a student as well as a student employee, there may be an inconsistency on the rate of artwork produced, I aim to complete each piece within two weeks of the initial invoice received. However, I will keep you updated if there are any delays to the pieces (burnout, projects, work, vacation, etc.)
- I may stream your art piece on Twitch. I will give you a heads up if you are okay with it.
- I will provide updates on Trello.

As the customer:

- You must pay the upfront cost of 50% of the product prior to the start of cleaning up rough sketches.
- You cannot alter the work to remove the watermark/artist signature.
- You will pay invoices due within ten days of issue. If you have not paid, or made other arrangements with me, then your order will be removed from my queue and their commission will be considered forfeit.
- You will have to pay the final 50% of the commission once reaching the line art phase (cleaned line art).
- You have the ability to crop for icon or avatar usage, please provide artist credit when posting or on user profile.
- You have the ability to inquire about certain aspects of the work, feel free to contact me.
- You will receive a full resolution copy of the piece at the end of the transaction, a lower resolution for posting online. However, there will be no physical copy of the piece, unless indicated.

Information on alterations and changes:

Minor Changes (Can do)	Major Changes (May require a fee)
<ul style="list-style-type: none"> ● Character details missed on the reference. ● Minor background changes. ● Fixing minor linework and small details. ● Errors of my own fault. 	<ul style="list-style-type: none"> ● Background/Lighting Overhauls. ● Anatomy Changes. ● Adding in large foreground details. ● Adding in characters.

Refunds:

- If the piece has not been started, and you request cancellation on the piece, I will provide full refunds.
- If the linework has begun after sketching, and you request a refund, I will only provide a partial refund to your payment.
- If it is a colored piece, once coloring begins, I cannot issue a refund, unless I am unable to finish the piece.

Terms that would force a cancellation:

- **Requesting the cancelation.** The client may request that the commission be canceled at any time, up to when the artist sends the final preview images.
- **Failing to pay invoices.** If the client fails to fully pay any invoice for more than one week, then the commission may be canceled. This is required so that the artist does not reserve time for unpaid commissions.
- **Failing to respond to communication.** If the client fails to respond to the artist for more than one month, then the commission may be canceled. This is required so that the artist does not reserve time for abandoned commissions.
- **Making excessive progress update requests.** If the client requests progress updates multiple times in less than one week, then the client will be warned. If the client continues, then the commission may be canceled. This is required so that the artist is not overburdened by bookkeeping, especially when working with multiple clients.
- **Making excessive offensive comments.** If the client makes vulgar, threatening, or otherwise offensive comments toward the artist personally, then the client will be warned. If the client continues, then the commission may be canceled. This is required so that the artist does not feel uncomfortable or unsafe while working with the client.

Copyright information:

- The artist retains the rights to reproduction and redistribution, such as for posting to online galleries and for advertising commission services, but not for other commercial uses, such as merchandising, without prior consent.
- The artist grants the client the right to reproduction and redistribution for personal, noncommercial uses such as posting to online galleries or making personal prints.
- The artist grants the client the right to issue take down requests against third parties.
- The artist does not grant the client the right to modify the work in any other way without prior consent.
- The artist does not grant the client the right to produce derivative works by any means, such as copying, tracing, vectorizing, recoloring, etc., without prior consent.

- The artist does not claim rights to any character(s) depicted, and transfers any rights or licenses as necessary so that the intended owner(s) may use the character(s) in future works or commissions as they please. The intended owner(s) may be the artist, the client, or a third party depending on the commission.