
Imavikingo's Terms Of Service (ToS):

**If you have any more questions after reading all the information provided below, please don't hesitate in sending me a DM via instagram or an e-mail.*

-Commissions:

By requesting a commission, you are stating that you have read and agreed to the following terms:

Payment:

- Payment is required upfront (in full)
- if you are from Chile you can send me a dm, in this case the currency will change from the default usd to clp. (payment will be via Mach)
- I will NOT accept requests for refunds. Once we've started the process (meaning you have already paid) the transaction is final.
- all prices are intended to be for PERSONAL USE ONLY, if you want to buy a commission for commercial use, send me a dm stating this upfront.

Process:

- I can accept inquiries via ko-fi, email, and Vgen, but will **prefer email** as a way of communication.
- Please **be specific** with the details of your request in the initial message
- I need visual references**, even if it is a commission of fanart. I need them to be specific, i can't understand the references you give me if they're not labeled correctly or they're too many of them (i.e. having a bunch of pictures of different outfits, colors and or types of hair without telling me which you want to use for the commission)
- if i can accept your request i will confirm and discuss further details with you, payment will be sent once details have been confirmed.
- i will send you wips, depending on the complexity of the commission the quantity will vary from two to three: the first one will be of a rough sketch to determine pose and any major changes you want to make. The second will be with a more refined sketch (with color). The third if necessary will be of details and/ or a preview of the complete illustration.
- the final delivery will be in hi-res (300 dpi) rgb png/jpg via drive.

Additional fees:

*all requests are subjected to additional fees, some examples (that aren't limited to):

- additional changes after the first wip
- detailed or complex designs
- weapons/props/armor of any kind
- backgrounds
- difficult poses
- additional characters (including pets)
- short deadlines

*Commissions can take me **between 1-3 weeks to complete**, depending on the quantity and complexity of the requests. Please be patient, i will be as clear as i can be about delays or any issues that may occur. Thank you for understanding.

*I retain full copyrights of my work, which includes my right to use it for self-promotion/ and to be used as samples.

*I reserve the right to decline an inquiry if I feel uncomfortable, it isn't within my expertise or is out of my comfort zone.

*As stated before these commissions are explicitly for PERSONAL USE ONLY

*You cannot edit or alter my work or claim it as your own (intellectual property)

* You cannot redistribute my work for profit

*My work is never to be used in any relation to nft (non fungible tokens) nor as cryptocurrency.

-Physical Products:

Before buying something from me, please note:

-I will NOT accept requests for refunds. Once you make a purchase, the transaction is final. No matter if you can't pay for shipping (in case it is a Pre-order).

-You can ONLY cancel the order if you already have someone who will receive the purchase for you (meaning the shipping address will change and shipping fee will be the responsibility of the other person. I will **not** be giving you a refund, you have to sell your slot/purchase to another person yourself in case of pre-orders. If you want to cancel your order and I already sent the package, you will need to sell the product once it arrives.

-I am not responsible for taxes and customs incurred upon arrival to you.

-Every purchase will have tracking, if you don't receive the products I will do everything in my power to fix the problem if there is one, but it is your responsibility to give me the correct and necessary information to make that possible.

-For any kind of purchase please **add your e-mail** to contact you. So I can communicate with you when the orders have arrived (pre-orders) or when something happens (delays, wrong info, etc). And also to send you the tracking number. **If you don't add an email, I will use the one linked to your paypal account.**

-All the prices include the paypal fee (in my ko-fi shop) however, **if you pay for shipping for a Pre-order, I will include it in a different invoice.**

-I will not be sending you the product before you pay for shipping. You need to pay first.

-I don't control the prices of shipping, so please, if you think they're too expensive don't blame me.

-I have been using a national service (standard shipping) from some time now, it's more affordable than the international service I was using to ship at first, but the prices can vary like with any other service.

-Also, please consider that I have to convert dollars into my currency (clp) and paypal takes a fee for it (besides the fee they take when you receive money) so the prices may vary because of this too.

For example: You pay for a plushie that is **70 USD** plus shipping to USA, which is **15 USD**. You will be paying **85 USD**, but I will receive **80.11 USD** and this will become **73 USD** when I try to take the money out.

-Don't expect every purchase to have freebies. If I disclose it beforehand (pre-order or it is listed in the description) they will have them, if not, it's up to **ME**.

-If I try to contact you about a purchase you made (pre-order, about shipping price or wrong information) and **you don't reply to me within a month**. I will take that as **you are canceling the order (with no refund)** and will sell the product to another person, because I can't keep the product in stand by until you reply.

- If you know you can't reply to that e-mail (the one you paid with or added) please make sure you gave me the correct info and are aware of the updates pertinent to your purchase. Also please make sure you aren't using a random or work related e-mail.

-All the products are going to be sent in bags (hot pink plastic bags for now), not boxes or bubble wrapped bags, as they aren't fragile.

-If I add more products to my catalogue, this can change and I will update the information.

-If a product is defective (or isn't perfect/has everything the others have) **I will disclose it in the description** and they will have a B or C grade, so you will have all the necessary information before making the purchase.

-if you purchase a pre-order, please be mindful that they will take time and I can't control how long it can take (sometimes the manufacturer has delays, others shipping, customs, etc).

-I will update every time I get new information in my social media. And I will try my best to ensure the products are made to my standards and sent to you in good conditions. I will also make a google document with the relevant information (with pictures and screenshots if necessary).

-I will let you know when I don't have stock of some products, and when they won't be made again (e.g: plushies).

-If I put a limit on the quantities or close my shop before I'm out of stock I will also let you know the reasons.

-You can use your purchase as you see fit, I won't be offended nor annoyed. The goodies are yours, if you want to tag me (on twt/x, instagram or tumblr) you are free to do so.

-Reasons **why I will accept refunds** (in full): In case an order is delayed or there is a lack of information/updates in a long time (Because of me, meaning it is **my fault**).

-If **the client doesn't reply nor communicates** with me, this **won't apply**.

-I only sell my physical products on ko-fi, if you see another page with my products and likeness, that's not me (I deleted my inprnt and my carrd is updated, so there are all the pages I actively use).

-Adoptables:

Here are some rules and indications for the usage of my designs:

-You can edit them, but not so much that the original design isn't recognizable anymore.

-You can't resell the design, but if you must, sell it for less of what you paid for it.

-You can request a custom design as an adoptable, but take into consideration that this will be more expensive and will be classified/viewed as a commission, so please refer to that point of my ToS.

-the amount you are paying (the price indicated in the page) is for **personal use only**, if you would like to use the adoptable for commercial purposes (e.g. vtuber persona, merch, etc) you can talk to me beforehand.

-My designs are sold only in jpg/png, so they aren't intended to be rigged nor deemed ready for rigging.

*My work is never to be used in any relation to nft (non fungible tokens) nor as cryptocurrency.

Remember:

-I'm a singular person, I'm not an entity nor a corporation, so you can always talk with me and we can try to reach an agreement if there is a problem (within reason, of course).

-I'm also human, with a chronic illness and conditions that make life more difficult, so I can sometimes make errors and mistakes, or forget things like sending updates (not about prices nor payments, I always remember about them) so I hope if there are problems because of this we can (once again) talk about it.