

Terms of Service 2024

By commissioning me, you are agreeing that you have read thoroughly, and agree to these terms.

I. Image Usage

1. **I retain full rights as the creator of the original commissioned image.** Do not claim any artwork I have made as your own or use for anything other than personal use.
2. **Commercial licensing fees *can* be discussed with the client, however.** Commercial uses can include physical products for sale (charms, pins, apparel, prints, acrylic stands, buttons, bags/backpacks, etc.), book covers, web graphics, packaging, advertising, branding, logos, etc. If you have questions feel free to discuss them with me. **However, I do not do NFTs, I do not allow commercial usage for NFTs, I am uninterested in doing NFTs, and if I find that you are using my art for NFTs I will file a DMCA takedown. Same thing goes for AI. I do not use AI and I will not allow my work to be used for model training.**
3. **Reposting is allowed.** I give clients full and complete permission to repost their commissions in any non-profit method they choose with proper crediting to my account. I will post or provide compressed and watermarked images for repost usage.
4. **Editing conditions.** I also allow editing/transformative usage of my work within certain circumstances, as long as I am credited for the original work.
 - a. Clean sketch commissions are allowed to be colored over by the recipient, with edits made to the lineart within reasonable limits (such as recoloring, or closing gaps).

- b. The PSD files of Telegram stickers can be received separately to edit other characters into YCH positions. Significant lineart changes are allowed for this.
 - c. Cropping and making minor edits to images to fit a social media icon or header is completely allowed.
- 5. **Reselling custom character designs is allowed within a 60 day mark of purchasing the character.** If you want custom designs for the sole sake of selling adoptable designs, please negotiate with me as it is an entirely different conversation. Once the 60 day mark has passed, and you wish to resell the design, please resell or auction fairly and justly, adjusting the price as necessary depending on art accrued of the character.
- 6. **Editing my work in any hateful fashion that is discriminatory or participates in targeted harassment towards protected groups or specific individuals is strictly prohibited.** If I find my work being used in this way I will file a takedown, and blacklist the offender.
- 7. **Tracing or recoloring my work is strictly prohibited.** I give permission for other artists to reference my work to practice drawing, but I explicitly prohibit the unauthorized tracing and/or plagiarizing of my work for commercial use and profit.

II. Waitlist

- 1. **The waitlist exists as a way to request commission slots that will be done at a pace I am willing to take them.** This is not a standard queue system where a slot is immediately ensured upon sending the form, only a way to get a commission later down the line.

2. **I continue to reserve the right to deny any waitlist entries for any reason.** I will warn the sender if I deem it necessary, but the sender is *not* entitled to an explanation if I do not accept their commission request.
3. **Do not request ETAs of if or when I will accept and start your commission.** Queue times for currently active work may get long. I may take extended breaks between commission work times for my health. You may request ETAs for work that is being actively done.
4. **If you are unable to pay by the time I am able to accept and start your commission, I will skip you in line and accept the submission after yours.** There is no pressure to be immediately able to pay as soon as I arrive to your queue spot, I will get to you when I get to you!

III. Wills and Won'ts

1. **I do not imitate other people's styles, I draw in my own.** However, depending on how a character is designed, my art might end up looking similar as a result of trying to stay on model.
2. **I do not accept commissions of characters that do not belong to the client, unless I am given clear and explicit permission from the character's owner.** This does not count towards characters that belong to franchises and fandoms.
3. **While I am a primarily NSFW artist, I will accept SFW commissions as well.**
4. **I am willing to draw anything within reason.** If given adequate reference I can draw any species and any body type, and I take great care in providing as accurate a product as possible. I also draw any kink and fetish, though I personally favor gore and AB/DL related content. **I do not feel comfortable drawing incest, NSFW art of underage**

characters (aged up “alternate universe” situations where the character is of age are fine though), **RPF content**, or **VTubers however (with exceptions for instances where the VTuber character belongs to the client)**. Thank you for understanding.

5. I reserve the right to turn down any commission at any time, for any reason, be it for my own comfort or otherwise. Please do not take it personally if I do not accept your commission.

6. I will not accept NSFW commissions from minors. This is for both mine and the client’s safety. I do not have an age verification system, so please understand I do not serve minors and do not request or commission NSFW content if you are a minor. *I mean it.* (And yes, 17 is still a minor.)

IV. Payment

1. I am only able to accept USD via Stripe at this time. I use invoices primarily. You do not need to sign up for Stripe to receive invoices. Before sending the invoice I will make clear what the price of the commission is in full to the client. Tips are highly appreciated, but are not required.

2. Given Stripe’s current ToS, if I am working on an NSFW commission, please keep any word of it off the Stripe site. This is for my own safety and the safety of the client. I am looking into different payment methods that are more NSFW-friendly, but have unfortunately come up short.

3. **All invoices must be paid in full at least 48 hours after the commission is finished, if the client is unable to pay before or during the process.** Payment plans can be negotiated for any orders higher than \$150, if necessary. It is of personal preference that commissions get paid earlier in the process. **For clean sketch commissions, payment is expected after the first sketch is approved.**
4. **Refunds are dependent on the amount of work that's been done.** A **full refund** can be given for paintings and colored sketches if progress has not already been made past the initial sketch. **Partial refunds** can be given for paintings if I have not progressed past the lineart stage. **Refunds are not available for completed work, Telegram stickers, and clean sketches regardless of completion.** Thank you for your understanding.
5. **Filing a chargeback after I complete a commission will result in you getting blacklisted from receiving any future commissions.**
6. **I do not accept cryptocurrency. I will never accept cryptocurrency. Do not ask if I accept cryptocurrency.**
7. **I do not accept nudes or sexual favors as payment either. Don't even ask as a joke.**
8. **I do not accept video game currency as payment either.**
9. **Fellow artists are more than welcome to engage in an art trade.** Any specific style or skill level is not a requirement, but I do prefer that we match in terms of level of detail in a piece. (Flat sketch for a flat sketch, full color for full color, etc.) If you're interested, just send a DM!
 - a. Writers are also more than welcome to open for a trade, though the details of my piece might vary greatly.

V. Communication

1. **I am available across multiple platforms to discuss inquiries.** It is the first question on my commission form. I am personally most available through Twitter. **If your main method of communication involves a platform that I share with my host alter (telegram or discord specifically) then I trust you do not leak that information to anyone else. We keep our accounts separate for a reason.**
2. **References are highly appreciated.** Text descriptions will work, but I much prefer visual reference if available. This can include quick sketches and gestural notes, as well as stock photos or photobashes. If necessary, I will ask questions and open discussion for any specific details.
3. **When providing a character reference, please provide a high resolution image, or as high resolution as possible.**

VI. Artistic Process

1. **ETAs are heavily dependent on my workload, and the type of commission.** The less detail, the less time it will take. There are no concrete timelines, however, as queues can form or I tend to fall behind due to events in my personal life as well as consistently shifting energy levels due to my various medical conditions.
2. **Because of my ADHD, my work process does not adhere to a set schedule.** I also suffer extremely debilitating executive dysfunction, migraines, and fatigue, the severity of which fluctuates day to day. I also suffer from seasonal affective in the winter months. I will do my best to provide accurate ETAs and work towards making timely updates in the best interest of the client. **The best way to make sure a project is done is to**

negotiate with me a concrete deadline, or a timeline of updates. I am more than happy to discuss.

3. **As said above, I have seasonal affective disorder, and it sticks around during fall and winter months (October through January, primarily.)** Progress on commissions will be much slower during this period. Thank you for understanding.
4. **I work best when given artistic liberty.** If you have a specific idea in mind, then I would be happy to follow, but I would like the wiggle room to have fun with the creation process as well.
5. **WIPs are available upon request at any given stage of completion.** Sometimes, however, I am not at home or online to provide them, so please be patient if that is the case.
6. **Revisions and edits are negotiable, depending on the stage of completion.** Sketch stage is where I typically ask for any edits to be requested before I continue, so make sure you are vocal about any changes you might need, no matter how extensive. Don't feel bad for wanting anything altered, I want to make sure the product you are paying for is something you enjoy!
7. **I invoke revision fees to protect me from abusive clients. It is from personal experience that I have felt the need to implement due to clients taking advantage of my generosity for edits. By commissioning me, you agree to pay revision fees where necessary, according to the guidelines I have set out below:**
 - a. Any revisions requested during the sketch stage, regardless of the level of detail, **will not be an additional charge, no matter what.** I will always ask if there are any edits to be made before I move forward to lineart, so please ensure you make your concerns and requests clear so any mistakes can be fixed early on!
 - b. Any revisions requested during the lineart stage that are *my own fault* (such as incorrect anatomical details or inaccurate features such as hairstyle or face

shape) *or are minor in detail* (such as changing a hand's position or an expression) will not be an additional charge. **Any revisions that require heavy alteration of the existing image (such as changing the body's position) will incur a revision fee, around an additional %5 of the commission's total cost per revision.**

- c. Any revisions requested during the flat colors stage that *are my own fault and minor* (such as sourcing the colors incorrectly) will not require a revision fee. **Any revisions that require heavy alteration of the existing image at *this* stage will incur a revision fee, around an additional %20 of the commission's total cost per revision.**
- d. **FOR PAINTINGS:** Any revisions requested during the final rendering stage that *are my own fault and minor in nature* (such as lighting being wrong, or any final details that need small superficial changes like sound effects or dialogue) will not require a revision fee. **Any revisions that require heavy alteration of the existing image at this stage will incur a *very heavy* revision fee, around an additional %60 of the commission's total cost per revision.**
- e. **Revision requests for finished commissions will incur a %80 revision fee, and will only be honored within **three days of the commission's completion.****

Requests outside that window will not be honored. Thank you for understanding.

- 8. **Timelapses of illustrations are available on request.** But the request must come before I start the illustration, so I don't lose any of the process.
 - 9. **I post most commissions publicly on my twitter (@ashtrayguts).** If you do not want me to post your commission, or you wish to remain anonymous, please let me know. I do not have a privacy fee.
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Thank you for taking interest in my work. As strict as some of these rules seem, I simply want to create the best image for you, while making sure my work stays fun for me.

Hope to hear from you!

Last updated: 9/16/2024

These terms are subject to change without notice. Changes to pricing and content policies are not applied retroactively.