

T.O.S

Terms Of Service

Thank you for taking time to read my T.O.S, please be sure to agree with them if you want to commission me.

If there are any questions, feel free to contact me! -Mindmachine

Terminology

- You are the commissioner/client.
- I am the artist, Mindmachine.
- Artwork/product/wip/piece/work is the artwork commissioned.
- The terms of use are defined as:
 - Personal use:
 - Uploading/Displaying the commissioned artwork online, in places of free access
 - Printing it for yourself
 - Non-profitable
 - Commercial use:
 - Uploading/Displaying the commissioned artwork in places of paid access
 - Using the artwork as a mascot, for merchandise, or as a logo
 - Printing, publishing, redistributing
 - Profitable

More information under Distribution.

General Information

- By commissioning me you agree to my terms of service as well as acknowledge them.
- I have the right to refuse a commission request without a written or verbal reason.
- If a commissioner is rude, harassing or is making me uncomfortable they will be cancelled and/or refunded.
- You have to be 18+ to commission me.
- I will not take deadline commissions currently, sorry.
- I will not take commercial use commissions currently, sorry.
- Your commission will usually be finished within two months (unless otherwise specified).
 - If not completed the commissioner will be notified/refunded.

Work process

- Sending me a commission form to get a slot. (<http://tinyurl.com/MindCommission>)
 - Not first come, first serve.
- Exchanging notes about the idea, discussing references. Contact possible through FA notes, Twitter or Discord.
- Sending out an invoice.
- Sending out a rough sketch for approval.
 - Information: For larger, more complex commission or reference sheets I might ask for more than one sketch/WIP approval, this is of course free of charge.
 - Information: I stream a lot of my progress either on Picarto or my Patreon-Discord for the public to see.
- Upon approval, finishing your commission.
- You receive the final commission.
- You will receive your file in PNG format, both the original size, and smaller.
- I will send the finished commission via Discord Nitro or link to download.
- Please do not hesitate to ask me about progress on your commission or a WIP within reason.

Payment & Pricing

- The price of your commission will be calculated individually, the commission form will give you a good approximation of the total price.
- Payment via Paypal only.
- Payment/Invoice are done exclusively in EUR.
- I ask for your Payment in advance.

- For regular customers 50/50 payment/split payment is an option (in this case the commission will be finished after full payment has been made).

Refunds

- Contact me for a refund.
- If a commissioner wishes for a refund there might be a short wait time (1+ week).
- Refunds will have a deducted % if WIP has been shown to the client, depending on the state of the commission. Once in flats stage payment might be rejected.

Edits/Changes

- Please make sure to follow the instructions in the commission form and try to be as precise as possible with your wishes.
- First WIP is free for changes.
- Once the sketch is approved there will be a fee for edits, depending on difficulty.
- Mistakes made by me like missing or getting a detail wrong do not count as changes and can be asked to be fixed any time, with the exception of errors from insufficient references.
- You are not allowed to trace, redline, edit or alter the commission/WIP without permission.
- You are not allowed to remove, blur or cover watermark for whatever reason unless cropping the image for personal use within reason. (See under distribution)

Distribution & Rights

- You are free to post your commission within the rules of personal use. (Displaying the artwork online, in places of free access)
 - You are allowed to crop the art within reason. (e.g icons, banner, profile ID, etc)
 - You are not allowed to sell the art as prints, shirts, posters, pins, etc.
 - Finished commission or any work-in-progress images you are sent are not allowed to be minted/sold as NFT (Non-Fungible Tokens).
 - You must always credit me as the artist of the commission wherever you display it. You can do so by leaving a link to one of my sites or by stating my business name (Mindmachine).
 - You can not claim the artwork as made by you.
- Commissions of commercial use have their rights stated in the contract. (currently only accepting personal use commissions)

Restrictions

What will you refuse to draw:

- Offensive or hateful material towards communities, cultures, genders and sexualities.
 - Illegal material, such as depictions or implications of sexual abuse of underage characters or feral animals.
 - Fantasy creatures with known, higher intelligence may be an exception (werewolves, dragons, faun, centaurs etc.)
 - Extreme fetishes. If you are unsure just contact me.
 - Extreme scenes of torture, extreme gore etc.
 - Currently I am not open for reference commissions, excluding Acrador designs.
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Acrador Rules & Information

General Information

- Acrador are a closed species and can only be created and sold by me, Mindmachine. They come with a big world-building project including the Acrador-Community. There is a lot of lore, outlines and support to make your character more than just a character design.
- How to obtain an Acrador:
 - You can obtain an Acrador by either becoming a part of the Patreon community and commission your custom Acrador via the regular commission process.
 - Obtain a pre-made character design via an Acrador Auction.

Rules & Guidelines

- You are not allowed to change the original artwork or design of the character you have obtained.
- If you want to change or update your character at any point, you can contact the artist, Mindmachine, to change /alter the original art for a fee.
- The design falls under the terms of use: personal use. (See distribution and terminology)

- **Acradors are a part of a shared universe. It is intended that some design features like weapons will reappear in similar ways on other reference sheets to reinforce the believability of the universe. (We will usually talk about similar design choices beforehand.)**
- **These rules only apply to Mindmachines own creations/adoptables, other artists may use different rules. If something is unclear please feel free to contact Mindmachine or the mods.**
- **People that have been banned from Discord/FA/Patreon cannot partake in auctions or commission a custom Acrador.**
- **People that have been banned from The Acrador Project due to breaking the T.O.S will lose their right to be named as a supporter in the finished Lore Document/Book**

Reselling your Acrador Design

- **If you want/need to resell your Acrador Design it is only possible to set up an auction on the community Acrador Discord server. (The seller doesn't need to be an active Patreon member for this process - just contact Mindmachine or any of the Discord Mods).**
 - **This is a shared universe with lore, a community and rules we need to make sure that those are understood and accepted by the potential buyers.**
 - **We need to prevent people from buying and reselling Acrador designs for a higher price for personal gain/profit.**
- **How to resell your Acrador:**
 - **Contact Mindmachine or the Mods to set up an Auction on the community Discord. They will help promote your auction.**
 - **The Acrador Design can only via an auction or at a fixed price. This price can never exceed the initial cost when the design was obtained.**
Any additional artwork of that character and pricing of thus will be handled outside of the Community Discord-Server and with the seller.
 - **All money will go to the seller/previous owner, none to Mindmachine or a third party.**
 - **The new owner has to declare that they understood the rules that will apply with owning an Acrador.**