

Whishu's Terms of Service

Last updated: Jan 8. 2024

The following doc should be read carefully and agreed upon when commissioning Whishu. Going forth with a commission means you have understood the agreement and are responsible for asking any questions regarding it.

- I do not allow my art to be used for AI purposes and alike. Please do not upload it to any AI sites as this could compromise my artwork.
- NFT usage is strictly forbidden.
- If you have any questions, please contact me

USER AGREEMENT

By commissioning me, you agree that you have read and accepted all the terms described herein.

You will agree here to the policy of using the art for personal, non-profit purposes unless

GENERAL

CLIENT

- You, the Client, will be expected to first read my TOS and understand my general Commission Prices.
- You, the Client, may display my work on external sites as long as it is visibly credited and linked back to me.
- You may use the Artwork for personal use including but not limited to: avatars, phone or computer wallpapers, and personal website/profile displays.
- You may not use the Artwork for redistribution or external projects, commercial or non-commercial (i.e. t-shirts, mugs, public flyers, etc.) unless otherwise discussed.
- In the case of an adoptable, you retain the rights to the character design.
- You are NOT authorized to change, modify, edit or use my works without my permission.
- You are NOT authorized to trace over my Artwork in any way, including the use of the artwork as a "base."

• Clients who have commissioned and/or received work before this TOS has gone into effect are still bound to its contents.

• These clients are permitted to include signatures and/or watermarks indicating the Artwork is my intellectual property. Credit in some form is required.

ARTIST

• By commissioning me, you are purchasing my service as an artist only.

• I reserve the right to post your finished artwork in my gallery for any reason.

• I reserve the right to decline any project or client for any reason.

• I reserve the right to refund you the full amount paid if I no longer wish to work on your project for any reason.

<u>I do not do the following</u>
heavy mecha, elderly, heavy blood, heavy nsfw

COMMERCIAL USAGE AGREEMENT

• If you, the Client, wish to order a commission for Commercial use, the total price of the commission, as well as any other royalties, will be agreed upon upfront.

• The minimum price increase 100% of the original price, meaning double the end sum. However, I reserve the right to charge more if I deem fit.

• The following cases are considered commercial use: Reproducing and selling the artwork, publicly or privately, cases where you receive profit from a medium/platform where you have posted my artwork, (eg. Patreon, YouTube, Twitch, a personal site, business cards etc).

TIER % INCREASE

CONTENTS

- TIER 1 - TWITCH/YOUTUBE/TWITTER PROMOTION
- 100%

- TIER 2 - PATREON CONTENT/BUSINESS CARDS/ PERSONAL SITE - 200%
- TIER 3 - REPRODUCING/SELLING/MERCH - 300%

COPYRIGHT

- I reserve the right to sign and/or watermark my own work. I will send you a full-resolution image (by email or via google docs), but my signature will remain on both the full-resolution and smaller versions of the Artwork.
- You are responsible for protecting your ownership over rights to a character design made by me by creating a copy image with your name added as well (ie. through a watermark) when uploading on external sites.
- I retain all copyright over my work, which includes the right to redistribute, reproduce, or use the image as a sample for sales or self-promotion unless otherwise agreed upon. In the case of a Public Commission, I may do whatever I wish with the art (eg. post it to other sites such as Instagram) but will give proper credit to you for ownership of the character's design.

NDA - PRIVACY REQUEST

- If you wish for your request to be private, it must be stated during the ordering process.
- I reserve the right to charge a fee if I deem fit.
- The privacy request entails that I am not allowed to share any WIPs on social media, nor am I allowed to stream the process of the commission anywhere.
- The NDA fee usually starts at +5% of the total quote, but it might differ. The bigger the project the bigger the fee.

COMMISSIONS

PAYMENT

- I am not responsible for any mistakes that are made on your part over the course of the transaction.
- It is expected that you deposit 100% of the price upfront before I start. No exceptions unless otherwise discussed.
- After 100% of the payment is sent, I will start Sketching. The Sketch will then be sent to you.

- I will initiate the transaction to avoid accidental transactions. Do not send me any kind of payment until I have confirmed I can accept your commission AND have asked for payment.
- I do not accept payment from shared PayPal accounts unless you are not of legal age and use a parent/guardian's PayPal account.
- If payment is not made in a timely manner (48h) after requested, the commission will be canceled.

Repeated counts of commissioning a project and failing to pay will result in blacklisting.

PAYPAL DISCLAIMER

- Please note that all of my sales are "Digital Artwork" and it is the Artwork's "Intellectual Property" that is purchased by you, the Client.

REFUNDS

- I can refund 100% of the payment only if I have not started working on the sketch.
- Once I start the sketch there will be NO REFUNDS.
- If we agree on a payment plan and I start the commission after the first deposit has been done, I will not refund your said deposit if you back out of the Payment Plan.

CHARGEBACK

- You are NOT authorized to issue a chargeback for any reason.
- If for any reason your PayPal account malfunctions or authorizes a refund request without your knowledge, you must contact me as soon as possible in order to resolve the issue.
- You are required to contact me when you need to cancel a commission request.
- Purposefully issuing a chargeback without contacting me to cancel/refund a project will result in immediate blacklisting for you as well as your email address, and anyone sharing your PayPal account, including side accounts.

RUSH FEE

- Rush fees are at least + 25% of the commission. Fees might vary depending on the project and the timeframe provided.

REVISIONS AND FEEDBACK

- I will send a WIP when requested or by my own accords. That being said, I send WIPs when I can, frequent requests of a WIP can be discussed.

- These images will come in the form of .jpg or .png files as an attachment in the email or a DM watermarked fully to prevent use of the work before its final stage.

FINAL PRODUCT

- Credit to me, the Artist, is required when you post or use it on another platform.
- You, the Client, are responsible for saving any information, images, and other digital data I provide.