

## In Depth ToS:

This TOS may be subject to change at any time without notice. Changes will not be applied retroactively. The date of the most recent edit can be seen listed in the header of this document.

### **SECTION I. IMAGE COPYRIGHT**

- › **I, the artist, retain full and exclusive rights to the original artwork.** The client may not claim it as their own or use it for anything other than personal use.
  
- › **All standard commissions are for noncommercial purposes only.** Redistribution of my artwork for use in printed merchandise, cryptocurrency / NFTs, or as promotion of goods, services or social media pages is prohibited. If you have any questions about this, ask me before commissioning me.
  
- › **If you wish to commission artwork for commercial or otherwise professional purposes, please be forward with this when initially contacting me.** I am willing to negotiate terms for designing merchandise / logos / official artwork! Please be aware that there may be additional fees for this type of work.
  
- › **The client has my permission to repost the artwork wherever they would like, as long as proper credit is given** (a link to my social media and/or an @/tag) and my watermark/signature remains intact and unaltered. However, the following are prohibited:
  - Tracing, recoloring, or otherwise repurposing the image in order to create new artwork/claim it as your own creation. Utilizing my artwork for AI learning purposes falls under this point and is prohibited.
  - Claiming the artwork as your own creation. This includes removing my signature from the image.

## **SECTION II. PAYMENT INFORMATION**

### **› Payments will be accepted in USD via Paypal invoice**

- If advance payment is agreed upon, you will be given 24 hours to pay after the first sketch is provided
- The same guideline applies to 50/50 payment, although only the first half will be due
  - The second payment will be due no more than 48 hours after being shown a watermarked preview of the finished image -- a finalized copy of the artwork will not be shared until the payment is completed in full.
- It is the commissioner's responsibility to tell me when the payment has been sent.
- You **do not** need to make your initial payment until I actually begin working on your commission! I will send an invoice as soon as the price is confirmed, but do not feel pressured to pay right away, especially if you are further along in the queue.
- Commissioner **must be willing to provide their email** in order for the invoice to be sent
- If for any reason the payment is unable to be made, PLEASE communicate with me. I understand that things come up and am totally willing to figure out a plan with you!

### **› Refund Policy**

- If the commission is canceled (by me or the client) before work has started, then the client will receive a full refund.
- If the client cancels the commission after it has been started, the amount refunded will be on a case-by-case basis and up to the artist's discretion.
- No refunds will be given for completed or nearly completed commissions.

### **› Upcharges and Fees**

- Commissions with very complex characters, very complex backgrounds, etc. will have an added base fee of \$10 - \$20 depending on the estimated labor (this is on a case-by-case basis. Some examples might be incredibly detailed armor, multiple extra limbs, or a cityscape background). This will be included in the initial cost of the commission, I will not add costs retroactively. However, if a request is made by the commissioner to add additional design features after the commission has already been started/initially paid for, this fee will be applicable.
- Adding additional characters comes with a fee of ½ the base commission price (ex: if a commission was \$20, adding an additional character would + \$10)
- A fee of \$5 - \$10 will be given if significant changes are requested *after* the sketch has been approved (ex: changing poses, adding an additional character)
- A fee of \$5 will be given for full nudity.

› **The artist reserves the right to cancel a commission at any time, for any reason, and without explanation.**

- If I cancel due to my inability to start the commission, a full refund will be given.
- If I cancel while the commission is incomplete, a full or partial refund will be given depending on the amount of work that has been completed. The commissioner will be sent the most recent version of the incomplete image.

### ***SECTION III. CONTACT AND COMMUNICATION***

› **Discussion of commissions can be conducted via private messaging.** I prefer Discord (my username is “haxxy.”), but can also message on social media as needed.

- Please specify that you are interested in a commission in your first message!

› **Visual Reference Guidelines**

- Clients must provide at least one clear and concise visual reference; please supplement the visual reference with any important information I may need to know to correctly draw the character (ex: outfits, color choices, etc.)
- This visual reference can be photographic, drawn, or made with a character creation tool (ex: Picrew, heroforge, video game character customization)
- If you link to a gallery of your character's artwork, I cannot promise your design will be done with 100% accuracy. Design interpretations may be inconsistent between images and lessen my ability to accurately draw your character. Shading on potential pieces will also play a part in this.
- If there are multiple visual references and/or there is additional written information about the commission please consider using Google Docs to compile everything in one place! This is not a necessary step, but it makes it easier for me to refer back to what I've been sent while working on the commission.

#### ***SECTION IV. WILL/WON'T DRAW***

› **Below is a general guideline for what I will or will not draw. Please keep my art style in mind when ordering.**

- **Allowed Content:** ( \* signifies upcharge, as detailed in SECTION II)
  - › Fanart
  - › Original Characters
  - › Multiple Characters \*
  - › People, monsters, plants, animals, anthros / furies, etc.
  - › Gore, guro, body horror
  - › Detailed Backgrounds / Scenery \*
  - › Suggestive poses, outfits, or themes
  - › Nonsexual, partial nudity (ex: bare chests)

- Full nudity
- Character design \*
- Tattoo design \*
- **Disallowed Content** ( \*\* signifies an *immediate* block if you even suggest it)
  - I politely decline fetish art - However, if I catch you fetish baiting, I'm blocking you
  - Characters intended to be or appearing underage in any sexual or suggestive context\*\*
  - Any sort of hateful content, such as racism, transphobia, homophobia, and characters with Nazi/White supremacist/etc. imagery or paraphernalia \*\*

‣ **You must be over the age of 18 to commission adult content.** Breaking this rule is extremely serious and will result in blacklisting/blocking on all social media, email, and any other means of contact. By ordering anything 18+ you are agreeing that you are at or above the age of 18. While I no longer offer NSFW artwork, this also applies to suggestive/nude images. .

## **SECTION V. WORKFLOW PROCESS**

‣ **I work best when given some artistic freedom to create an image based on the characters you provide.** I am happy to match a scene or pose that you have in mind, but please allow and expect some variation.

### ‣ **Estimated date of completion**

- I currently work full time, which will slow down my process when it comes to commissions, as I'm generally only able to draw on weekends. Commissioners are able to ask for an update on progress at any time after the initial payment has been made.
- If there is a queue, I will work on pieces first come first serve. There may be a delay before I am able to start on your commission, but I will let you know as soon as I do!

- You **do not** need to make your initial payment until I actually begin working on your commission! I will send an invoice as soon as the price is confirmed, but do not feel pressured to pay right away, especially if you are further along in the queue.
- If you have a specific deadline for the commission, **please plan accordingly and let me know about it in advance!** I am always happy to work on gift art!

› **Works in Progress (WIPS).**

- Certain commission types may include a sketch approval stage.
- I will send any wips to the commissioner via our agreed-upon means of communication.
- Progress will be paused until the sketch is confirmed. If you have ordered a commission, please make sure to check your messages! I will not be able to finish the piece until I get confirmation on at least the sketch.

› **Revisions and edits.**

- If the commission type includes a sketch approval stage, any major changes or revisions must be made at this stage
- This includes any significant changes to a character's pose or body shape, or redrawing parts of the image

› **After the sketch has been approved, no major edits or changes will be made.** If the commissioner requests additional edits after the approved sketch, a fee will be applied (see SECTION II)

› **If I, the artist, make any errors in the character design, accessories, or any other visual elements specified in the provided visual references, I will make these edits at no additional cost.**

If you've gotten this far, thank you so much for taking the time to read through this hunk of text! I really appreciate your interest, and if you have any comments, questions, or need for clarification please don't hesitate to reach out to me! I understand that this document might be a little intimidating, but the level of detail is mostly out of a desire to make things as clear and upfront as possible for everyone.

- Love, haxxy <3