

# TERMS OF SERVICE

UPDATED: 01/18/2024

## GENERAL INFORMATION

1. By purchasing any of my services, you have **automatically accepted** my 'Terms of Service' and must oblige to follow them.
2. You may post the commissioned artwork on any of your social media platforms **with credits.**
3. I reserve the right to increase the payment of a commission depending on the complexity. This will be discussed before the invoice is sent.
4. I have the right to decline a commission if I am uncomfortable/unable to draw it. **I WILL NOT DRAW** NSFW or hateful/profane characters.
5. Strictly **no refunds** once paid. For \$100 above commissions, you can pay the first half. More information in the **PAYMENT** section.
6. For emotes only:
  - 6.1. For **STATIC** emotes, the **MINIMUM** quantity of emotes you can get is **THREE emotes** and **MAXIMUM is TWENTY-FOUR emotes.**
  - 6.2. For **ANIMATED**, the **minimum is ONE emote** and **MAXIMUM is FIVE emotes.**

## PROCESS

7. If you contacted me through any of my social media, I will send a link to a google form for you to fill. **You must fill the form** so all the details of your commission will be organised in my *GDrive folder*.
  - 7.1. Include everything in **ONE PDF File**: *references, descriptions, inspirations, and preferred poses/vibes/expressions.*
  - 7.2. References must be **clear, fully coloured, and contain all relevant information** to avoid revisions.
8. Revisions more than 3 will have **additional fees of \$5 to \$10.**

9. Payment will be sent **after sketch approval**. An invoice will be sent, via Paypal, or I will need proof of payment via GCash.
10. A simple coloured sketch will be sent after I confirm you have completed filling the form. Here you are able to ask to revise at **maximum of 2 revisions**. Afterwards, I will proceed to finalise the commission.
11. I will update you whenever your commission has progress, however you may ask for updates.
12. Once the commission is complete, I will send you a link to a google drive folder.

## **PAYMENT**

13. You must be either the owner of the Paypal/GCash account, or the owner of the account understands the nature of this purchase and that it will not be physically shipped. **You will only receive digital file/s.**
14. Payment will be discussed and agreed upon before an invoice is sent.
15. If your commission is accepted, I will use the email address provided in the form to send a Paypal Invoice or I will send a QR code for GCASH where you will pay.
16. Payment will only be done via: **Paypal's invoice** in USD currency; or **GCash** (PHP) with proof of payment.
17. After the approval of the sketch, **a full payment upfront for commissions \$100 (PHP 2,500) under shall be sent.** For down payments and dues:
  - 17.1. Once the sketch has been approved by you, you have max a month to pay upfront.
  - 17.2. You can **pay the first half of your commission after sketch within a month**, and the **other half should be paid before I send the final piece**.
  - 17.3. **Strictly no refunds.**
18. For ***rush commissions***, charges may vary depending on the time length:
  - 18.1. *1 to 5 days:* **\$30** additional charge of the original price.
  - 18.2. *One week:* **20%** additional charge of the original price.
  - 18.3. *Two weeks:* **15%** additional charge of the original price.
19. If payment *has not been sent after 2 weeks*, the commission will be *cancelled*.

20. **For commercial use:**
- 20.1. Pay your commission **double** or **triple** for full commercial use rights.
  - 20.2. If not full commercial use, per commercial use costs **\$30**.
21. ***Additional money*** added on top of the final fee ***will be considered a tip*** and ***will not influence the final outcome*** of the artwork.

## **REFUNDS/CANCELLATIONS**

22. **Refunds are not available** once the payment has been sent. The service I provide will be regarded as completed and you lose the right of revocation.

## **PERMISSION/DISCLAIMER/COPYRIGHT**

23. Only I, the artist, have the *full copyrights* over my artwork. I am allowed to use the copyrighted artwork, including but not limited to: Promoting myself in any social media platform; Posting or displaying the artwork anywhere I want (credits will be given to the commissioner); Including it in my Portfolio.
24. Do let me know if you want the commission not to be uploaded publicly, however, this must be stated in advance.
25. Commissions are for **PERSONAL USE ONLY**. Personal use such as making it as an icon, banner in any platform, or in stream (Twitch or Youtube) purposes. However, you **MAY NOT resell** or **make them as merch or prints** for twitch subs or anything similar to it.
- 25.1. If you want to use my copyrighted work for commercial use, you must contact me and we may discuss extending the original permissions.
  - 25.2. Pay your commission **double** (*unique 1 to 2 designs*) or **triple** (*unique 3 designs above*) for **full commercial use rights**.
  - 25.3. It is **strictly prohibited if the commission is used in any association** with non-fungible tokens, cryptocurrency, or blockchains.  
Commissioner rights will be revoked and actions will be taken.