# DESIGN/COMMISSION TERMS OF USE AND SERVICE

#### Overview

The client must read, understand and agree to all terms. By entering a transaction, the client confirms that they have done this.

- I, the artist, reserve the right to decline any commission prior to payment without explanation, and to cancel and refund commissions prior to completion without explanation.
- I, the artist, **do not** do ping/at/notify lists or reservation/waitlists of any kind. My commissions are not on a reservation basis, and are taken or declined by what I want to fulfill at the time of offering them; selected commissioners will be contacted based on what options were provided upon commission request.
- Rude, inappropriate or offensive behavior will not be tolerated, and may result in declined, refunded or canceled commissions and / or blacklisting.
- Usage of my art in Artificial Intelligence, NFTs or other cryptocurrency / blockchain / bitcoin / machine editorial-related transactions or projects is **entirely forbidden.**
- I will not sell adoptables or designs to, or knowingly create works featuring characters owned or designed by, people on my blacklist.
- I, the artist, reserve the right to edit my blacklisted clients list without public explanation.
- Breaking these terms will result in declined, refunded or canceled commissions and / or blacklisting.
- A detailed overview of my Character Design Terms of Service may be found [link pending]. I'm tired. I will do this eventually.

**Commission Content** 

- I am most comfortable accepting commissions for dragons, other fantasy creatures, and anthros / feral furry designs.
- I am not currently comfortable accepting commissions for human or humanoid characters, mecha characters, NSFW or fetish-related pieces, or pieces which feature gore (blood and/or small cuts are acceptable; scars and other natural conditions are completely fine).
- I will not draw pieces or characters promoting, glorifying or condoning: pedophilia, large age gaps, or sexualization of things relating to childhood; incest; sexual abuse or abuse; hate speech or hate symbols; racism, sexism, xenophobia, antisemitism, islamophobia, LGBTphobia, and / or bigotry; bestiality / zoophilia or themes relating to bestiality / zoophilia, including explicit content of feral fictional creatures such as dragons; cops or the military. Requesting or insistence upon any of these to be included in an art piece will result in loss of contact with I, the artist, and a definite blacklisting.
- I much prefer to draw designs that I have not designed myself, and requesting me to do
  so will likely result in a denied commission or a costly additional fee for the wanted
  commission to be produced. This is nothing personal against the buyer

  my intention in
  selling commissions is to have fun drawing designs I haven't owned or otherwise created
  alongside creating art for my customers, and I do not often enjoy redrawing my own
  designs.

# **Payment and Payment Methods**

- Payment is done via Ko-fi, Stripe, Zelle or Cashapp in USD.
- Payment is up-front. Payment plans can be discussed on amounts exceeding \$300.
- Refunds are not available once the commissioned work has been started. If over one month or 30 days has passed after payment with no progress or contact for lack thereof given, then a request for refund may be given.
- Inappropriate usage of charge-backs will result in declined or canceled commissions and / or blacklisting.

# Reposting and Art Usage

- Clients maintain ownership of owned characters, while I maintain ownership of the work itself.
- Clients cannot sell merchandise featuring my work unless merchandising is specified as a part of the commission. Failure to follow this will result in blacklisting and cancellation of any pending transactions without refund.
- I reserve the option to sell merchandise of commissions featuring fanart or public domain characters. I will not sell merchandise featuring original characters unless given permission to do so by the owner(s) of the characters.
- I reserve the right to post my works to my social media and to use them in my portfolio, and will not claim the characters belong to me.
- Clients may upload commissioned works to websites as long as proper credit (link or @) is clear and visible.
- Uncredited reposts or reposts made by people who are not the client will have platform-based reports and / or DMCA claims filed against them.
- Using commissioned works as headers, avatars, or other means of profile decoration is permitted—and encouraged!-- so long as credit (link or @) is clear and visible.
- Please do not modify commissioned works without specific permission. Cropping or adding decoration for use as icons, headers, etc is permitted.
- Usage of my art in Artificial Intelligence, NFTs or other cryptocurrency / blockchain / bitcoin / machine editorial-related transactions or projects is **entirely forbidden**.

# **Privacy Policy**

- Clients will be asked to provide accurate billing and shipping information when applicable. Information given will be used solely for completion of the transaction and will not be shared with, sold to, or otherwise obtained by third parties.
- Clients will be named and / or mentioned (via social media @) by default in the descriptions and / or captions of their commissioned works when they are posted. If you wish to remain anonymous, or use an alternate name or account, **please mention this.** I will not @ or directly link to Not Safe For Work/NSFW accounts.

# FAQ

#### I'M INTERESTED IN UNLISTED COMMISSION TYPES!

Any commission types not listed on my commission page are up for discussion for availability and pricing. Generally, I am unlikely to be willing to do any type of commission I do not have listed, HOWEVER, there are exceptions depending on the type of work wanted:

- **Semi**-customs (ex. you have a headshot of a design and would like me to design a fullbody of it) are a subcategory of **customs**. They will cost less than a full custom, but more than a **fullbody commission**. This usually ends up around 130-160 USD.
- **Redesigns** depend on the level of raw design work I will be doing. If a complete redesign is wanted, it likely will be priced as a regular **custom** commission. Usually, however, they follow the same rule as semi-customs.
- If you have a design concept that is mostly or fully fleshed out, but simply want it in my art style for a full reference / completed fullbody, that is a **fullbody commission**, and will follow the listed pricing associated with it.
- Multiple commission types can be ordered at one time in order to form **reference sheets** and **sketch pages**.

## WHY DO YOU KEEP DISAPPEARING?

I am extremely disabled and my body likes to torment me in creative and horrible ways. My absences are never on purpose— I love doing commissions! Shit just happens. Contact is usually available with me in *some* way, so if every option has been exhausted and I haven't turned up, please assume my organs went on strike and I am working out union deals with them.

## I LOST A PIECE OF ART / DESIGN / ETC FROM YOU! WHAT DO I DO?

Don't fret! I will gladly procure missing design or art files for any of commissioners! Just find one of my socials, shoot me a message describing what you're missing, and I'll get back to you as soon as possible! This also applies to quality needs. If you still have the art but time has made it

look more like a bungled jpeg than the fresh png it used to be, I likely have the high-quality files kicking around somewhere and will be happy to send them to you.