

Terms of Service for Private Commissions - Opal Antlers:

If you have a problem with any of these statements, they may be changed if discussed with me **prior** to paying for your commissioned piece.

1. GENERAL TERMS:

- All drawings will include a signature that you **will not** remove.
- Prices are subject to change based on demand and difficulty.
- I have the right to reject any order that I do not feel comfortable drawing for any reason.

2. PAYMENT:

- Currency accepted is USD and only through **PayPal** invoice service.
- **Commissions can be paid either 100% upfront or split 50% upfront and 50% before delivery.**
- Please don't send me any payment before I have agreed to give you a slot and requested you to send me the payment.
- Most prices don't vary much from the price list. Some things that may bump the price up, however, include but are not limited to:
 - Wings.
 - Complex hairstyles, clothing or patterns.
 - Highly detailed markings.
 - Mechanical parts.

3. PROCESS AND DELIVERY:

- **First come, first served.** If you have a specific **deadline**, we can talk upon it, however, an extra fee will be charged if the deadline is of one week or less. Such specifications must be requested at least two weeks in advance.

- **I will notify you when I have started your commission** and you, therefore, lose the rights to a refund (see point 7 further below for more info on refunds).
- While I'm working on your commission I will make reviews with you to make sure I make it just right for you! (communication is important!).
- The amount of reviews depends on the complexity of the work.
- During the reviews, you will see work-in-progress and these images **will usually include a watermark** and be smaller than the finished piece.
- The time it takes to finish your commission (once started) **varies from 3 days - 1 month** depending on factors such as health, the complexity of the commissioned piece, other work, etc. **I am fully responsible to let you know if it'll take me more time than anticipated once I started your commission.**
- If anything comes up that will slow the progress of the initially estimated delivery time I will let you know ASAP.
- Once the piece is finished you will receive the full-resolution image along with a web-friendly size via WE-TRANSFER. Note that there is no physical product.

4. REVISIONS:

- I make sure from the start that the pose and specifications are correct, in case of further changes after the last revision, a fee will be added if you want something changed on the final drawing - **unless**, of course, a misunderstanding from my side has been made.
- If you wish for me to change something in the drawing **you have previously approved**, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make and is usually based on an hourly wage.
- If your reference is unclear, it will come at an extra charge. References are an important resource and it helps me (the artist) and you (the client) to have a better and faster outcome of your commission.

5. COPYRIGHT / USAGE POLICY:

- **I, Opal (the artist), claim the rights to the produced drawing, not the buyer.**
Therefore I am allowed to use the copyrighted artwork to:
 - Promote myself with it everywhere.
 - Display it everywhere to my liking (website, social media, etc.).
 - Post it wherever I want.
- **The buyer is allowed to:**
 - Use the commissioned piece for personal use unless agreed otherwise (you can upload it on all your social media profiles, forums, etc.)
 - Print the artwork and claim the character(s) as their own, but not the artwork itself.
 - Use the artwork to promote themselves. You can publish it wherever you want, but please, link back!
 - Use the artwork on their Youtube/Twitch channel and in monetized videos as long as the artwork itself is not the main subject for the earnings.
- **The following is considered copyright infringement:**
 - Reproducing/using the copyrighted artwork commercially - means making money off it in any way.
 - Claiming the artwork as your own.
 - Removing my signature from the artwork.
 - Altering the artwork without my consent.
- I reserve the full rights to the image and it's use/distribution unless otherwise agreed upon (rights to the image for your own non-personal use may be purchased at any time).

6. CUSTOMER SATISFACTION

- I will do everything I can to make my customers happy!
- If you have a problem with anything in regards to the commissioned piece please tell me **right away** so we can find a solution together.
- I am willing to change some of my terms for you if you ask before I start on your commission. If you, e.g., do not want me to post your art anywhere, we can discuss this.

7. REFUND / CANCELLATION POLICY

- The buyer is not allowed a refund once I start working on the commission.
- If for any reason I am unable to start your commission you will receive a full refund.
- If you cancel your order before I started it, you can get a full refund. Please let me know so I can give you your refund before starting to work on your commission.
- If you are getting a refund, do not request a Paypal chargeback. I will transfer the money back to you myself.
- If you request a Paypal chargeback at any point when you were not allowed to ask for a refund you will lose all before-mentioned rights to the commissioned piece and I will have the full right to profit further from it in any way. I will decline the chargeback and supply Paypal with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted for commissioning me again.

If the buyer breaks any of the points stated above they will lose all the before-mentioned rights to the artwork commissioned by me, Opal (the artist), and I will have the right to profit further from the commissioned artwork in any way I see fit. If you have a problem with any of these statements, they may be changed if discussed with me prior to paying your commissioned piece.

What do you get?

- 3 optional drafts/mockups that you must decide which one I should continue with (depending on the complexity of the commission there might be fewer or more drafts)
- Sketch and/or final sketches that you must accept before I continue the work.
- Insight and involvement in color plan (depending on the complexity of the commissioned piece).
- Full-resolution file (approx. 210 x 297 mm at 300 DPI) of final drawing and a smaller version for internet upload. Final file formats are usually PNG.