

# Terms of Service

## Contact Info

[Twitter](#) || [Discord](#) || [Email](#) || [Pricing Info](#)

The best way to contact me is via **twitter DM (@crystalcapsids)** where I am most active. If you do not have a twitter, **Discord (ID: crystalcapsids)** is the second best way to contact me. Inquiries may also be made to my **email**, but may take a day or two to get a response as my inbox doesn't update regularly.

If you know what you want, you may also request a commission directly through [this inquiry form](#).

## Payment Info

I accept payment (USD only) through paypal (preferred) or through Ko-fi payments if requested. Alternate payment methods may be discussed but cannot be guaranteed.

- ❖ Paypal payments will be made through an INVOICE that will be sent you from **crystalcapsids.commissions@gmail.com**
- ❖ Ko-fi payments, if agreed upon, may be made to <http://ko-fi.com/crystalcapsids>

All payment for commissions under \$100 must be made UPFRONT unless otherwise explicitly agreed upon. Alternate payment plans for commissions totaling under \$100 can be discussed but are not guaranteed.

For commissions exceeding \$100, feel free to inquire about split payments or payment plans.

## General Rules

I WILL DRAW:

- ❖ Original Characters
- ❖ Fanart, fan characters, ship art, etc.
- ❖ Animals, fantasy creatures/monsters, furrries/anthros, humans/humanoids
- ❖ Mild to moderate blood/gore, body horror, etc.

INQUIRE ABOUT:

- ❖ Commissioning NSFW content
- ❖ Pieces focusing on architecture or landscapes
- ❖ Intricately detailed mechanical characters/environments

WILL NOT DRAW:

- ❖ Any inappropriate content of underage characters

- ❖ Anything promoting hate speech

**\*I maintain the right to turn down any commission for any reason\***

## Commissioning NSFW (18+) Artwork

I define NSFW as any image depicting content that is sexual in nature or contains extreme violence. If you are unsure if your idea counts as NSFW, just ask!

- ❖ I will not under any circumstances take NSFW commissions for anyone under the age of 18. **Anyone under the age of 18 found to be trying to commission NSFW will be placed on a blacklist**
- ❖ Characters must ALSO be over the age of 18
- ❖ Examples of my NSFW portfolio can be provided upon request and verification of age
- ❖ Please note that NSFW commissions will have an additional surcharge

## By commissioning me, you agree to the following terms

- ❖ *All commissions are digital files and the commissioner acknowledges and agrees that no physical copy will be sent to them.*
- ❖ I (the artist) reserve the right to refuse any commission request I am uncomfortable with or feel I cannot follow through on up to my and the commissioner's standards.
- ❖ All payment must be received upfront unless a payment plan is agreed upon.
- ❖ All payments will be made through paypal invoices, unless alternate means of payment are requested and agreed upon (i.e. via Kofi).
- ❖ Commissioners may request updates and changes in their commission while it is being worked on at their discretion. After the commission is finished and sent to the commissioner, they may request tweaks and minor adjustments, but it is understood by the commissioner that most major changes should be made before completion.
  - Requests made post-completion that require significant effort will incur an additional surcharge.
- ❖ Should the commissioner need or want to cancel the commission before its completion, they will be refunded. Depending on the state of completion of the commission at the time of cancellation, a percentage may be withheld to compensate for time and effort.
  - Cancellation requests made at the point of or after the completion of a piece will not be honored
- ❖ If for any reason I (the artist) must cancel your commission at any point due to personal emergencies, the commissioner will be notified, refunded in full, and provided with the WIP commission as it was before cancellation. No additional fee will be held back in this case.

- ❖ The commissioner may discuss a refund if the product being delivered does not meet the expected standards, or if the timeframe for completion is no longer satisfactory.
  - NOTE: due to the nature of requiring commissioner approval at each stage of the process before proceeding, it is expected of the commissioner that dissatisfaction be expressed during that process. As such, refund requests due to dissatisfaction made after the finalization of a commission are not guaranteed to be honored, with the exception of extraordinary circumstances.
  
- ❖ The commissioner may post their commissioned image on any social media as long as they give proper credit (@CrystalCapsids on twitter), do not claim the art as their own work, and do not remove the signature from the image.
  
- ❖ The commissioner may print, make posters/stickers/shirts/etc. with the commissioned artwork for PERSONAL, NONPROFIT USE ONLY.
  
- ❖ They may **NOT** mass-produce or otherwise sell the commissioned artwork in any way.
  
- ❖ They may **NOT** make the commissioned artwork into an NFT.
  
- ❖ They may **NOT** use the commissioned artwork to train AI for image generation in any way.
  
- ❖ Adoptables or design commissions may **not** be resold for higher than they were purchased for, not including the value of any other commissioned art included in the asking price.
  
- ❖ The commissioner acknowledges that Your Character Here (YCH) commissions will be based off of the existing sketch template. Any major changes to the format may require an additional surcharge.

**Failure to adhere to these conditions will result in the cancellation of the commission and being placed on a blacklist.**