# DOKIRAKII'S TERMS OF SERVICE ★

**By commissioning me, you have established that you have read, taken note of, and agree to the terms listed below. T.O.S. is subject to change at any time without warning. Thank you.**

DeviantArt | Twitter | Ko-Fi | Artstation

**Updated: (6/28/2024)**

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## 01 GENERAL GUIDELINES ★ ★

I. Please communicate clearly and well-mannered.
II. Ill-mannered / malicious behavior **will not** be tolerated.
III. **Do not copy, trace, redistribute, alter, use for AI training or heavily reference my work**.
IV. Failure to follow the rules could lead to cancellation of your commission or blacklisting.

## ★ ★ 02 COPYRIGHT / USAGE RIGHTS

I. **I, the artist, retain full and exclusive rights to the original artwork.** The client may not claim it as their own.
II. **All commissioned artwork is for noncommercial purpose only.** Redistribution of my artwork for use in printed merchandise or as promotion of goods, services or social media pages is prohibited **unless** you have paid for commercial usage.
    A. Commercial usage grants you the privilege to use my art for your brand/ logo / merchandise / monetized streaming via twitch, youtube, etc. for profit. You may alter/edit my work however you see fit.

B. Crediting is always required.

C. I must be aware of what it will be used for. **Do not tag/market hateful or malicious content alongside my artwork.**

D. Commercial Rights will be purchasable by a 50% addition to the original price.

E. Client is **not allowed** to use any commissioned artwork by me for the following: Artificial Intelligence, Machine Learning, AI/ML Training, NFT, blockchain or any “for profit" platforms or purposes. Such usage is completely prohibited and may result in legal action taken.

| ✅**Commercial** | ❌**Non-Commercial** |
|---|---|
| Twitch Emotes | Social media posts |
| Live2d models | Profile Pictures |
| Merchandise / Brand Creation | Personal Non-profited Merch |
| Twitch About Panel Art / Thumbnails | Twitter/Twitch/ Youtube Banners |
| Monetized Streams / Videos | Schedule Art |
| Logo | |

III. **Conditions for Reposting**

A. Client is given full permission to repost the **finished** artwork (only) on their social media(s) with proper credits. Removal of my watermark/signature is prohibited unless I have provided a copy without one.

B. Client is allowed to use the artwork for personal usage. (Icons, wallpaper, phone case, etc.)

IV. Rights to the drawing will be retracted should the client break the following **Copyright infringement**:

A. Reproducing/using the copyrighted artwork for profit without paying the commercial usage fee.
B. Crediting yourself for the creation of the artwork.
C. Removal of my watermarks/signatures.

V. Clients who have commissioned and/or received work before this TOS has gone into effect are still bound to its contents.

## 03 PAYMENT ★ ★

I. **Only payments via Paypal (USD only) will be accepted.** On special occasions (limited-time commission offers), I will accept payment through Ko-Fi.
II. **All payments will be taken via invoice and must be paid upfront before I start to work.** I will not begin until payment is received.
III. **You MUST be 18 years or older to commission me.** Otherwise, you must have a parent/guardian's approval beforehand. I am not held responsible if there is a chargeback issued.
IV. Failure to send out payment will lead to your commission being placed on hold or canceled.
V. Your invoice must be paid off within the **48-hour** period, unless prior discussion has it set for a specified date.

## ★ ★ 04 CANCELLATION / REFUND POLICY

I. Should the commission be canceled before work has started, then the client will receive a **full refund** regardless of whether I or the client request it.
II. **No refunds** will be given once the commission is in the coloring phase/finalization.
III. **Partial refund** will be given if the commission is only in lineart phase.
IV. Client is permitted to request a refund should there be zero contact/update via trello on the status of your commission over a 3 month period.

V. I reserve the right to cancel a commission at any time, for any reason, and without explanation. Client will always be notified.

VI. Abuse of chargeback will result in a legal complaint. **If a chargeback is filed, your right to everything I have ever made for you will be retracted. You will be blacklisted and others will be informed of this behavior.**

## 05 ACCEPTABLE & NONACCEPTABLE CONTENT ★ ★

**Below is a general list of things that I will and will not accept for commissions; these are subject to change at any time.** I reserve the right to decline an order should it fall within my "Unacceptable Content" list. Please ask if you are unsure whether something will pass with me.

I. **Acceptable Content**:
   A. Humanoid characters/Kemonomimis
   B. Animals
   C. Fanart / Fan Characters
   D. Original Characters
   E. Nudity (Non-Explicit)
   F. Sexy/Ecchi (Non-Explicit)
   G. Anime style
   H. Semi Realism

II. **Unacceptable Content**:
   A. Anthropomorphic Characters
   B. Mecha / Machinery
   C. Complex Armory
   D. NSFW / Sexually Explicit Imagery
   E. Fetish / Kinks
   F. Hulk sized Characters
   G. Hateful, Disrespectful, Morally Questionable themes

H. Heavy Gore / Body disfigurement
I. Replication of another artist's art style

## ★ ★ 06 PROGRESS REPORT / CUSTOMER SATISFACTION

I. **Creative Workflow**. I work best when given some artistic freedom over a piece. However, I am more than happy to use any pose ideas or suggestions that you may have, but please allow and expect some creative liberties to be taken. I recommend giving as much insight as you believe to be helpful for commissions under Vtuber Model, and Png/Gif tuber models.

II. **Estimated date to completion.** Within 1-2 months at maximum for regular commissions! Vtuber Model and Png/Giftuber models have an estimate of 2-3 months for the best workflow. Depending on my personal projects/ zine work and possibly my health as well as other personal concerns, there may be delays. The client will always be notified in advance if that is the case.

III. **Works in Progress (WIPS).** These are only given at the sketch stage. However, I will provide a base color wip if requested to do so. These will also be given if a commission is on the more expensive side (more specifically for all commercial usage work). If not requesting visual work in progress, clients can keep up with progress via trello status updates.

IV. **Revisions and edits**. 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. However if the edit is a major change caused by insufficient information or lack of communication, a 10% fee will be discussed. It is pertinent that the client provides as clear and decisive feedback as possible when requesting an edit to avoid multiple edits.

Examples but not limited to:

| ✅Free of Charge | 📝Revision Fee |
| --- | --- |
| Color Edits | Recurring Edits due to unclear instruction |
| Small anatomical / facial adjustments | Large scale anatomical adjustments |
| Forgotten traits / details | Repaint / paintover to adjust |

## 07 COMMUNICATION / CONTACT ★ ★

I. **All discussion of commissions** can be conducted via Twitter DM or email. All inquiry and discussion **must** remain strictly about the commission.
II. **Visual references must be provided.** I will only accept a commission if I have some form of visual to go with whatever written details you may have. It is fine to use video game generated characters (MMORPG, Dress-Up games, etc.) to convey what your character looks like. Please be sure to have proper permission if you are taking reference from someone else's characters.
III. **Background information** (character history, personality, etc.) is only necessary should it pertain to the image you are commissioning or the portrayal of your character. Deep lengthy detail is not explicitly needed.
IV. **Private (Non-Public) Commissions** can be requested via additional information or the NDA check for Tuber debut commissions. If you wish for me to not upload to my social media, please let me know. Otherwise, I will automatically post upon final submission. NDA or private commission status will be subject to an **additional 10% fee**.

## ★ ★ 08 PAYPAL DISCLAIMER

I. Please note that all of my sales are "**Digital Artwork**" and it is the Artwork's "**Intellectual Property**" that is purchased by you, the Client.
II. Nothing is ever intended by either me or the Client, to be physically shipped to them.

III. I am not required ever to ship any item unless it was explicitly discussed.

## 09 FINAL PRODUCT ★ ★

I. There may be slight differences between the samples in my gallery and the illustration you will receive.
II. The commissioner must respect that **my artistic style cannot be altered**.
III. I reserve the right to reject critiques pertaining to artistic skill and stylization, and if the critique reduces the artistic quality of the piece.
IV. You, the Client, are responsible for saving any information, images, and other digital data I provide.
V. Any file you paid for will be available from me for a **finite time only**. I take measures to preserve most files for up to 3 months. However, I cannot guarantee against computer failure or accidental deletion or loss.
VI. **I am not required to post your project in any public space**, and if posted, I am not required to keep it there indefinitely. I have the right to delete or remove any public project, even if you paid for it, as you should have your own copy for personal use.
VII. Feedback of the final product is permitted after completion of the piece, through private messages or comments.
VIII. Any comments that are rude, inappropriate, inflammatory, and/or non-constructive may result in blacklisting.

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