

Thistle Katt's Commission Terms of Service

This Terms of Service Agreement ("Agreement") is entered into between the Artist and the Client for the commission of an artwork ("Work"). By commissioning the Artist, the Client agrees to the following terms:

1. ENGAGEMENT

- a. Client provides clear and complete requirements and expectations upfront, including reference materials or assets before Work begins.
- b. Client grants to the Artist non-exclusive rights to observe and replicate Client's own character design and reference material for the use of the Work.
- c. Client warrants that the character design and reference material provided to the Artist are legally obtained, not AI-generated, and authorised for use by the Client.
- d. Client warrants that they have the authority to enter this agreement, be the point of contact and are solely responsible for decisions and approval during the process.
- e. Artist strives to perform to the best of their ability in good faith and warrants Work is 100% original according to Artist's best knowledge.
- f. Artist may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
- g. Artist warrants that they will not copy, trace or heavily reference unauthorised materials.
- h. Artist reserves the right to refuse projects or requests based on content, subject, or other reasons.
- i. Artist defines the scope of work, features, price, deliverables and other details for the project in a proposal in a format according to Artist's discretion which may include private message through Discord or Twitter, the commission platform in use, Google document, or email. The details set forth by the Artist shall be agreed upon by the Client before work begins.

2. CONTENT RESTRICTIONS

- a. Artist will not create content that is explicit, offensive, or inappropriate.
- b. Specific restrictions include but are not limited to:
 - i. explicit adult content
 - ii. underage characters in inappropriate or adult-specific contexts
 - iii. excessive gore
 - iv. gender identities or cultures the Artist may not be able to portray authentically
 - v. religious material

3. TIMELINE AND PROCESS

- a. Work completion requires 2 weeks minimum (unless stated otherwise), and may take up to 6 months depending on each project.
- b. Timeline depends on commission type, complexity, and workload.
- c. Client should plan launches and streams accordingly.
- d. Artist provides progress updates and seeks Client feedback voluntarily.
- e. Final deliverables are provided by the Artist using the commission platform from which the request was made, Google Drive or similar file transfer tools.
- f. If there are any delays and adjustments to the timeline, the Artist will inform the Client.
- g. Clients must first agree to delays and amendments to the timeline exceeding 2 weeks through standard communication channels.
- h. Clients have the right to request refunds 2 weeks after deadlines if Work has not been delivered and there was no agreed-upon amendment to the timeline.

4. REVISIONS

- a. Three major revisions are allowed during the sketch phase shown to the Client during the process (not applicable for 'Your Character Here / YCH' types of services)
- b. After the line art stage, only minor revisions are allowed.
- c. Additional charges for excessive revisions may be required.
- d. Revisions may affect progress and timeline.

5. COMMUNICATION

- a. Ongoing communication and discussion will occur throughout the project, including work in progress, idea generation and collaboration, situational updates, and more.
- b. Communication channels may include Discord or Twitter (X) private messages and/or email, according to Artist discretion.
- c. Artist response time may vary, up to one week in order to provide better or more concrete updates.
- d. Clients are expected to remain polite and professional in their communication with the Artist.

6. RIGHTS & USAGE

a. Artist Rights

- i. The Artist retains copyright, ownership, redistribution and intellectual property rights, which include but are not limited to displaying, advertising and/or printing the Work and work in progress on websites, social media, portfolios, public broadcast channels (i.e. Twitch) and more.

b. Client Rights

- i. Clients receive exclusive, non-transferable usage rights to the Work for personal use. Refer to Section 6.c. for commercial rights.

- ii. Personal use means: display on social media accounts for promotional purposes with no direct monetization such as profile pictures, banners, and posts; print and framing in personal spaces; display as part of designs on websites and channels.
- iii. Client must not claim Work as their own and must credit Artist using their social tag/username/link at the instance of display of the Work or permanently on their websites, social media profiles, broadcast channels and so on.
- iv. Client must not edit or modify Work in any way without prior permission from the Artist.
- v. Works determined as personal use cannot be resold without prior permission from the Artist, and in the case of agreement, cannot be sold at a cost exceeding the original price of the Work.

c. Commercial Rights

- i. Commercial usage rights are not included unless specified in the commission type or listing on the Artist's websites or as agreed upon.
- ii. Commercial rights means usage of Work on streams or any monetized instances, or selling or reselling Work to another party, as a part of any product, in the production and sale of digital and/or physical merchandise or on another platform. Commercial rights do NOT equate to intellectual rights, which belong to the Artist. Any agreed use of the Work in commercial instances still requires credit to the Artist as stated in Section 6.b.iii.
- iii. Usage of Work for AI (artificial intelligence) tools, platforms or programs; ML (machine learning) tools, platforms or programs; AI or ML training; NFT; blockchain; or other for-profit platforms/purposes, is strictly prohibited.
- iv. Additional charges will be required for commercial usage if not included, typically 2x of the original cost.
- v. Copying the Work by the Client or other parties to create new media, be it by tracing, direct design reference (as opposed to inspiration) or otherwise, for personal or commercial use is prohibited.

7. PAYMENTS & FEES

- a. The Client is required to pay fees upfront for projects up to £150. 50% downpayment is required for higher-priced projects, with the remaining 50% paid after the first formal preview of the Work (i.e. clean sketch with flat colours).
- b. Invoices, proposals or payment links will be sent to the Client when Artist is ready to begin

work. Clients must not send money before these requests for payment from the Artist.

c. Invoices must be paid within 72 hours, or the project may be cancelled.

d. Prices may vary or change depending on complexity, requirements and/or additional requests. Projects will not begin without prior agreement on any modifications to the price between the Artist and Client.

e. Once Work has begun or payments have been made, the Client acknowledges Work and deliverables are digital and there are no physically shipped goods to receive unless stated otherwise.

f. Client warrants they will not issue chargebacks and the refund policy mentioned below will be followed.

g. Client understands that any tips or donations given to the Artist are given willingly and considered separate from the price of the Work. These cannot be refunded.

8. CANCELLATION & REFUNDS

a. If Client requests cancellation, 50% of project fees may be forfeited if cancelled within 2 days before work starts. A partial to full refund may be provided if there is more than 2 days' notice.

b. No refunds are possible after work begins unless initiated by the Artist.

c. If Artist cannot complete work or there are delays as detailed in Section 3 for unforeseen reasons, the Client may be eligible for a full refund. If the work done up to this point is accepted and used by the Client, the Artist will provide a partial refund only.

9. CONFIDENTIALITY

a. The Artist and Client acknowledge that information and materials that are provided to either party (including but not limited to personal information, technical information, marketing plans, payment information, or sensitive business information), or are incorporated into the deliverables, which are not visible to the public shall be considered confidential information and shall not be disclosed to any other party without prior written permission from the owner of this confidential information.

10. INDEMNIFICATION

- a. Client indemnifies Artist against claims, losses, damages, and expenses related to Work usage by the Client, breach by the Client of the Agreement, or third-party claims.
- b. If Client's rights are violated or the Work is not delivered as agreed, Artist will work to remedy the situation first.
- c. Any issues must be resolved privately through the agreed communication channels between the Artist and the Client.

11. ACCEPTANCE

- a. Client is 18+ and legally able to commit to an agreement or has a legal guardian to make this agreement on their behalf.
- b. Agreement date is upon first inquiry/communication or first transaction.

End note:

Businesses, agencies, groups and other organizations should contact the Artist to discuss arrangements in more detail.

The Artist reserves the right to make modifications to the Terms of Service and the base prices of any offered services at any time without prior notice.

Special note: Well done you read the whole thing! Returning clients who have worked with the Artist for at least 3 Works are eligible to request a free chibi <3 It is the responsibility of the clients to provide proof of patronage that meets the condition.

Last revision: 23/10/2026