~*Terms of Service*~

Please note that by making a purchase you are agreeing to the terms of service so please make sure to read thoroughly

1. General Terms

 I hold the right to decline a commission offer if I do not feel comfortable fulfilling the request.

 I have the right to reject or cancel your commission at any point in time. You will be refunded for your order.

 Please inform me where artwork is going to be used (EX: Personal, Twitch, etc.)

 The artwork ***must*** be given proper credit wherever used.

 Commissions are for personal use only. Commercial use is 2x the commission price.

 Commissions may be used in my portfolio for future clients unless requested otherwise.

 The commissioner is encouraged to ask for updates whilst I am working on their commission.

 When requesting a commission, provide a clear, detailed explanation with reference images according to your request, or reference images of the character(s) of your choosing.

 Please note that since I do work a part time job my time to work on commissions isn't always consistent.

 If you have a deadline it must be mentioned prior to commission start, if not, I will take as long as necessary to complete the commission. Rush deadlines (EX: 6-7 days) will cost more.

2. Revisions

 For changes (EX: poses, composition), the commissioner must inform me during the sketching phase. Minor changes (EX: small details, color adjustments) can be made at any point during the commission.

 Any major revisions after the sketch phase (that are not a misunderstanding from my part), or after the drawing is considered ‘complete’, will generate a small fee depending on the type of changes that are being requested.

3. Payment

 All prices are in USD.

 A downpayment of 50% of the commission must be made in order to retain a slot.

 Upon completion, the other 50% will need to be paid. Final revision will not be given until paid.

 Please note that work will not progress until full payment is received.

 Payment is sent via my Ko-fi page or invoice will be created depending on the circumstances.
 Set number of “coffees” that matches the agreed amount and click the support button.
 Please be sure to check “No address needed” when sending payment!
 ALL SALES ARE FINAL

4. Process and Delivery

 I will notify you once I have started your commission, and will ask for approval of the sketch, there will be no major revisions allowed after the sketch phase, unless paid to do so otherwise.
 The wait time for commissions can vary between three weeks to three months due to complexity of the piece, other commissions ahead in the waitlist, my level of work and holiday seasons.
 If something might slow down the production of your piece, I’ll let you know asap.
 Once the piece is finished, and final payment has been made, you’ll receive a full resolution version.

5. Copyright / Usage Policy

I, SugarcoatedWitch (the artist), claim the rights to the produced drawing, not the buyer. Therefore I am allowed to use the copyrighted artwork to:

 Post it wherever I want (unless requested otherwise).

 Promote myself with it everywhere. Display it everywhere to my liking. (website, social media, etc.)

The buyer is allowed to:

 Use the commissioned piece for personal use (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.

The following is considered copyright infringement:

 Reproducing/using the copyrighted artwork commercially without commercial license - means making money off it in any way.

 Claiming the artwork as your own.

 Altering the artwork without my consent

I reserve the full rights to the image and its use/distribution unless otherwise agreed upon (rights to the image for commercial use may be purchased at any time).

6. Refunds / Cancellation Policy

 Payment must be received 50% of total before I will start on a piece.

 The buyer is not allowed a refund UNLESS sketch has not been started

 If you request a Paypal chargeback at any point when you were not allowed to ask for a refund you will lose all beforementioned 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 from commissioning me again.

If the buyer breaks any of the points stated above they will lose all the beforementioned rights to the artwork commissioned by me, SugarcoatedWitch (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.

Last updated: 1/15/2023

PLEASE READ THE TERMS OF SERVICE BEFORE COMMISSIONING ME

BY COMMISSIONING ME IT MEANS YOU AGREE TO THE TERMS OF SERVICE