Zother

TERMS OF SERVICE

(October 2024)

Artist, Digital & Traditional **Zother's Commissions Carrd**

@zother on Cara

Email: Zoth

When commissioning me, you <u>agree</u> to my Terms of Service. Please read them carefully! If you'd like to discuss any of these please contact me via email or DM in Instagram.

General Terms

I, Zoth The Aritst agree to:

- > Will be sending watermarked WIPS of every stage the commissioned artwork is going through.
- > Can add additional fees to original pricing due to complexity.
- > Reserve the right to deny any order.
- > Retain all copyright over the commissioned artwork.
- > Will NOT claim the Intellectual Property of the commissioned artwork.
- > Reserve the right to post the artwork online to promote myself.
- Will NOT share ANY TYPE of personal information from my clients publicly or privately with others.

You, The Client agree to:

- May upload the commissioned artwork anywhere.
- ➤ Will credit me when uploading the commissioned artwork anywhere.
- ➤ May NOT make profit from it (reprinting, selling, etc.) unless stated otherwise (Read Copyright and Artwork Uses)
- Use the artwork on their YouTube channel and in monetized videos as long as the artwork itself is not the main subject for the earnings.
- ➤ May NOT alter the commissioned artwork without my consent, like removing my signature, tracing, etc.
- ➤ Retain all rights to Intellectual Property.
- ➤ Will NOT share ANY personal information the artist may give (in accident or intentionally).

TERMS OF SERVICE...

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How To Order:

Contact me either by DM me on Instagram @zotther, Email or Discord @zother with a brief description of what you were looking for.

I check these quite often so as soon as I see them I'll get in touch with you to either start or place you in a Queue with a Trello link.

How I Work:

After getting in contact with you and hearing what you want, I'll work up a

simple, rough sketch and leave you to approve and adjust it. Once that is approved I will request your PayPal and start working on the piece as soon as I receive the payment. *Please note that I will not continue until paid!*

Orders & Product:

Orders are completed in chronological order in a first come, first serve way. You will be put on a queue/waitlist. I Currently do not offer the option to skip ahead by paying fees, sorry!

You will be requesting a Digital Art commission, so you will recieve a PNG by email to preserve image quality, **no physical product will be sent or shipped to you.** If you'd like a specific canvas size please let me know beforehand, you can also request a transparent background version.

Commission completion time varies but it usually takes 4-7 days to finish depending on your order. All commissions will have my signature and WIPS will be very watermarked.

Progress:

While working on your order you will constantly recieve watermarked screenshots of your order (WIPs), you can also request at any given time to see the progress. You will recieve a Trello Link where you can check out yourself the commission progress. I also encourage you to point out things to fix in the early stages of the drawing.

Payment:

I only accept PayPal USD. I will Invoice you to ensure a secure purchase, **ALL** payments will have to be **UPFRONT** and preferably done under 48 hours so I may start on the piece as soon as possible. *Please do not send the money before* I start working on your order, even after you've been given a slot!

Complexity & Extra Fees:

Orders that involve complicated designs can be refused or asked to pay an additional fee. It may depend and vary from commission to commission. This is to compensate me for the extra work to ensure the commission is completed accurately and to the client's satisfaction.

Although I consider myself a fast worker, I usually do offer to rush a project if there is a very tight deadline <u>but this will cost an additional %25 of the original price.</u> If you have a reasonable deadline for the project (at least 10 days) no additional fee will be added to you.

Copyright:

Commissioning me does NOT grant you consent to copy, trace, repost without credit, with intentions for self promotion> Unless stated otherwise. Commissions are NOT allowed to be used for, or sold as NFTs or for AI training programs! I retain ALL copyright over the commissioned artwork BUT will NOT claim the Intellectual Property of the commissioned artwork.

Updating your Order

Changes to your order are allowed BUT!

It has to be changed in the sketch phase, things like character, pose, or general idea can be adjusted there.

You cannot change your commission order once the lineart is started. If you keep trying to insist on changing the order I have the right to refund your order and refuse service.

Refund Policy

I will **ONLY** be refunding the commission IF: <u>I am unable to complete it due to personal reasons, sickness, family reasons, etc.</u> You must **NOT** send the payment before I even start working on the commission (accepted/gave you a slot). I will **NOT REFUND** your money after I have sent you the WIP with lineart done or the art piece is fully finished.

Other Additional Fees:

- +1 Characters are 70% of the original price.
- +1 Small pets are 40% of the original price.

Artwork Uses:

Usually commissions are for personal use ONLY. You may use them as profile pictures, icons, prints/framed for your own home.

Commercial use such as brand logos, stickers or merch to be essentially resold/published have to be or informed beforehand. An extra cost will be added due the nature of profiting off my art. Depending on the client, prices and exclusive rights will differ.

In some cases I may retain co-ownership of the artwork, this means I keep rights and permissions of use that have to be agreed upon and will be different from case to case, this usually will be the case on Social Media usage of my art.

References:

Please, provide as many details and descriptions of what you want and send as many photo references as possible, the more details and references I have, the better my mental image and final product you'll get. This includes anything from poses, outfits, expressions or props.

I usually like to know a bit of who or what I'm drawing, so if you can please share a bit of your subject's personality to help me create an accurate depiction of them.

It is required to provide clear and accurate reference sheets/material for original characters. Refrain from sending fully rendered art pieces of said characters- simple flat art is needed. Failure to provide me with good references will affect the final product which I will not be held accountable to due to lack of proper reference or descriptions.

Styles? — What can I do

The style you usually see is my main and only set style to commission. I've never described it myself but I'd like to think it's semi-realistic with anime and disney inspired cartoonish features.

I can do outfits and accessories but they require a lot of references and details of what you want to ensure the proper depiction.

You can freely suggest the background theme as long as it's nothing too complicated.

Scene illustrations are still something experimental in my pocket and thus aren't offically offered as a commission type but I have drawn a few scenery illustrations

In animals specifically, I've done mostly feral which is my most comfortable form drawing, but I do have experience drawing anthro characters.

The Following is considered Copyright Infringement

- 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 its use/distribution unless otherwise agreed upon (rights to the image for your own non-personal use may be purchased at any time).

Social Media Use

Depending on your specific case and commission type, permissions may vary.

Selling prints or products/merch with my art is different and will require usually a one-time only payment unless stated otherwise.

You can use the artwork in your social media to self promote but

ALWAYS CREDIT ME EVEN IF YOU HAVE COMMERCIAL OR CO-OWNERSHIP RIGHTS.

Limits and Boundaries:

I am uncomfortable with "unclothed" furries-Please be aware that I will NOT draw pronounced chest or croch areas. If there's any species I am unsure or hesitant to draw due to lack of study and experience you will be informed beforehand.

I am fine with drawing small amounts of blood or scratches but please do not ask for bloody or horror inspired themed characters. I don't draw 'scary' stuff or characters, same goes for highly affectionate art.

I reserve the full right to reject any order if I deem it to be out of my boundaries or any other unrelated reason.

Thank you for reading ♥!

Will Draw 🗸



- **Animal Characters** (Almost any animal)
- Humans and portraits
- Original Characters
- Small Props
- Pets
- Simple Backgrounds
- Clothes/Outfits

Won't Draw



- Nudity
- Complicated Mecha
- ❖ Blood/Gore & Horror
- Fetish Stuff
- ❖ Hate Speech
- Kissing or Highly PA art sorry