

Birdy's Terms of Service

Last Updated: 1/4/2021

[Queue](#)

This will be edited frequently

Commission T.O.S

General

- Commission slots are usually on a first **come first served basis** (FCFS), but there are times I will choose requests on my own or put up unlimited slots. I will specify this decision whenever I do open up commission.
- When commissioning me, it is **required** to give me a clear visual reference of any kind (character, pose, outfit, etc). Do not give me any written and/or vague references, otherwise I will decline your commission. (Personality, expression and design notes are fine!)
 - This also applies to pre-existing/official characters if I am not familiar with the franchise they're from.
- Because I'm currently a full-time student, I work on my own schedule and decide when I can work on certain projects, etc.
- If a certain commission type's status is closed, please do not request for that commission.
- Do not commission me if you are bothered by me working on personal pieces, adopts, etc in between commissions.
 - That being said, do not rush me to finish your commission faster. Asking for updates is completely okay, just don't be passive-aggressive about it.

Commission Process, Waiting Period, Updates

- After claiming a slot and paying, I will then start to sketch the commission. The (watermarked) sketch will be sent to the client in case of any minor changes/additions. Afterwards, I will start lining and so on.
- The average waiting period is **at least** 2-4 months, sometimes longer. I will talk to the client in case the wait is too long.
- Clients are allowed to ask for updates post-sketch phase while waiting for their commission, I will only provide (watermarked) screenshots updates of the commission in each stage (line art, flat colors, shading)

- To check in with your commission's status, please refer to my Queue

Usage

- I hold every right to use any commission work I've made for my portfolio and/or self-promotional use (commission examples, etc)
- The client has the right to use the art made for them for personal usage only (character reference, displaying, personal prints, etc). Under any circumstances are they **NOT** allowed to use commissioned work by me for commercial use.
- Clients are allowed to repost their commissioned work on the following sites WITH credit. Anything not listed here are prohibited for reposts.
 - Toyhou.se (@birdysleeps)
 - deviantART Sta.sh (@birdy-is-sleepy)
 - Imgur
 - Any personal OC storage sites
- Clients are **NOT** allowed to alter the commission they receive (tracing, recoloring, etc) or claim the work is by them (this results in a ban from my commissions.)

Payment, Fees, and Refunds

- I **only** accept payment via Paypal invoices (USD).
 - On very rare occasions, I will accept deviantART points and/or games on Steam/Origin. **DO NOT** ask if you can pay with either if I haven't specified.
- Payment is upfront and to be expected within 48 hours after accepting your commission. Failure to pay on time will result in cancelling your commission request overall and slot removal.
 - Frequent customers/close friends can hold for much longer as long as they tell me ahead of time.
- Fees are only given by the following:
 - Extra characters in one piece (doesn't apply to chibis)
 - Detailed character designs (This is only in case I feel like your requested character's design might be a little bit too much for me for a certain commission type. Most of the time, I will leave it at the base price)
 - Added on props and/or extra details on the commission
 - Light/Explicit NSFW+Nudity
 - Major changes after the final product has been finished (does not count sketching stage)
- I will only give refunds for emergency purposes only for the sake of the client or myself. I will give at least a 10-25% refund depending on how far I've gotten on your piece (however I will not refund if the piece is 99% done).

Subject Guidelines

WILL DRAW ✓

- Original Characters (including Fan Characters)
- Fan Art
- Ships (OCxOC, CanonxCanon, OCxCanon. LGBTQ+ Friendly)
- Humans/Humanoids (Aliens, Demons, Angels, Monsters, Mermaids, etc)
- Humanoid Closed Species (Dainties, Ice Cream Cows, Jelletons, etc)
- Gore (No eye-trauma please!)
- Vanilla + Explicit NSFW (more information about NSFW commissions below)

WON'T DRAW ✗

- Lolicon/Shotacon/Underage/Pedophilic content in general (including characters who look young physically but have their age listed as 18+)
- Incest ships (including step-siblings,etc) and ships with extreme physical age gaps (ex: 18 yo dating a 50 yo)
- Racist/Queerphobic/Sexist content
- Insects and Arachnids
- Mecha/Robots (This may change once I feel more comfortable drawing them)
- Vehicles, Detailed Weapons
- Intensely detailed/complex character designs

ASK ABOUT 💬

- Detailed character designs
- Furies/Anthros/Animals
- Anthro Closed Species (Strudels, etc)
- Anything else not mentioned here

NSFW Content

- Only those who are **18 and older are allowed** to order NSFW commissions from me. Minors trying to order NSFW content from me will get blocked/blacklisted.
- NSFW art is still something new I'm practicing so most, if not all NSFW artwork will take a bit more time to work on than my SFW art.
- **I will draw any of the following:**
 - Partial and Full Nudity (visible breasts, genitals, etc.)
 - Lewd Pin-Ups
 - Intercourse/Penetration/Masturbation

- LGBTQ+ Friendly content (same sex couples, trans/nonbinary, etc.)
- Polyamorous
- **I will NOT accept any of the following:**
 - Lolicon/Shotacon/Underage/Pedophilic content in general (including characters who look young physically but have their age listed as 18+)
 - Incest ships (including step-siblings,etc) and ships with physical age gaps
 - Rape/Sexual Assault
 - Certain Fetishes: Vore, Macro/Micro, DDLG, Diapers, Inflation, Pregnancy, Scat/Watersports, etc.
- **Ask me about any of the following:**
 - Fetishes not listed above. Anything you feel that might be questionable, ask it to me to see if I'm comfortable drawing it.
- As mentioned above, NSFW content of any kind will have a 25% fee to the styles applied.
- Clients have the option to request a nude and clothed versions of their commission (if fitting). Extra fee *may* be applied.
- All finished NSFW commissions will posted on Newgrounds and on my NSFW Twitter uncensored, and on deviantART censored/cropped.
 - If you do not wish to have your commission posted or want to be tagged as anonymous, please let me know when first ordering.

Blacklist

- Blacklisting only occurs when one of the following happens:
 - Requests of Lolicon/Shotacon/Underage/Pedophilic, Incest, Physical Age Gaps, Sexual Assault content (as stated before)
 - Minors lying about their age when ordering NSFW commissions
 - Harassment of any kind
 - Personal reasons
 - Using ANY of my art, commissioned or not, for profit.
 - Stealing, tracing, copying, overall using my artwork without my consent.
- I have a private blacklist set up, feel free to ask who's in it if curious.