

By commissioning or purchasing my art in any way shape or form, you agree to the terms of service listed below.

**Unless agreed otherwise by communicating with me, the following terms and rules apply.
Updated 11NOV2022**

General Information.

- The final product of a commission will be in the form of a digital file. Unless stated otherwise, no physical copy shall be given to the customer. Digital files will always come in the form of a PNG file. Layer information such as SAI or PSD files will never be distributed, unless agreed upon by the artist Sgathan.
- Redistribution of my commissioned pieces are largely discouraged. I will upload my art to my social media platforms after given approval by the customer. The only exceptions for this is for sites such as Instagram, which do not have media sharing such as reblogging or retweeting, or sites meant for archiving such as Toyhouse or CharaHub. The latter examples are only in the case of original characters, not canonical characters.
- I reserve the right to decline any commission for any reason.
- Using my art for commercial use is **prohibited** without first speaking with me about it. This goes for both art I have made as part of a commission, and designs that have been bought or adopted by another person. Should you wish to use my art for commercial purposes; I require compensation in form of royalties or payment for a commercial license AND credit for the artwork or design in question.

Payment.

- All prices advertised on my website and commission sheet are flat rate. Prices will change based on commission complexity.
- All commissions or designs must be paid for up front via Paypal invoice. You are NOT allowed to send me payment for a commission via goods and services. If it is not paid through invoice, I will not do your commission.
- Do not send money before the commission has been agreed upon.
- The only acceptable currency for commissions is USD, I do not accept digital currency for commissions. Character designs are as listed on their listing.
- Tipping is allowed and encouraged. Tips will not make me work faster, however.
- No refunds. If I have accepted or started your commission, it will not be refunded.
- Should a chargeback occur, you forfeit all rights to any artwork I have made for you and are barred from commissioning me again.
- Commercial rights to the artwork, for purposes of reprinting or using my designs, will always be 150%~300% of the original price, depending on the caliber of the intended project. Credit is required regardless of monetary value made.

Copyrights & Usage.

- I, the artist, hold every right to the produced drawing. Not the customer.
- I reserve the right to;
 - Post/Display finished commissions or sold designs to my social media platforms.
 - Use commissions to promote my artwork in advertisements or commission sheets.
 - Use commissions in my portfolio.
- Rightful credits will always be given to the customer.
- As a customer, you have the right to;
 - Receive an unwatermarked version of the commission or design you purchased.
 - Use your commissioned artwork for personal use.
 - Use a commission to promote yourself.
 - Repost the **watermarked** commission on sites such as Instagram which do not have a reblogging/retweeting feature, with credit linking back to me.
 - Use your commissioned artwork for decorative purposes.
- You are NOT allowed to;
 - Trace/frankendoll or edit my art in any way, shape or form aside of cropping so *long* as such cropping does not remove my watermark.
 - Print, reproduce, or sell my artwork without paying aforementioned royalties or commercial license purchase and providing credit.
 - Tokenize/mint any of my artwork to sell as NFT in any way shape or form.
 - Use my artwork as any part of AI generation and/or AI training.

Process.

- References for commissions cannot be any of the following
 - Adopts from other artists which have not been purchased by the commissioner, for purpose of making a duplicate design.
 - AI generated images made from any database that contains artwork from nonconsenting parties.
- WIPS (work in progress, in reference to updates on your commission) will be provided for sake of clarity in receiving the commission you have paid for.
- In receiving screenshots, I am not liable for any misunderstandings made from the written form or malcontent with a commission caused by it. Screenshots are the customer's chance to correct me on the direction of their commission.
- Minor changes can be done with no problem, but should constant and frequent changes need to be made a service fee will apply. Major changes will require a fee. Changes made after the commission is finished will require a fee.
- Generally, WIPs will be provided after sketching, lining, and base colours.

- Commissions may take anywhere from a few weeks to three months. Larger orders dealing with one full body or more may take up to four or five months to be completed.
- Should a customer need a commission done before a certain deadline, an additional fee will be agreed upon and charged upfront.