

# TERMS OF SERVICE

As of March 3rd, 2023

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**Upon submitting the form, the client confirms to have read, agreed to and will abide by these terms moving forward with the service.**

## 1. Age

**The client must be at least 18 years of age.** Disregarding this rule will result in a ban until the client is of age and a refund will be issued.

## 2. Payment

All payments are in **USD \$ (The United States Dollar)** through **invoices** sent directly to the client's informed billing email. Once you have made a payment, it shows that you have understood and agreed to my terms of service.

For a commission to start, all payments must be made up front, after which thumbnails will be provided. A client is free to opt out from the commission queue at any time before payment is requested.

## 3. Delivery Times

Upon receiving payment, work on the commission will take around 7 to 10 days once started. No request will take longer than 3 weeks to start. Commission work is also done on a first come, first serve basis, so other clients may be before or after your commission.

Time is subject to change depending on the intricacy of the art piece, delays from the artist, technical difficulties or holidays. Any delays on the artist's end will be relayed to the client via email in the event they happen.

If you wish to have your commission completed by a certain date, please notify the artist of the appropriate deadline while making your request at least 2-3 weeks in advance.

## 4. References

It is the responsibility of the client to provide **up-to-date and accurate references of their character or related paraphernalia** (items, weapons, specific accessories, etc.), as well as a description of what they would like included in their commission. Any requests for additional designs for props or character markings qualify for a \$50 upcharge.

## References (Cont'd)

If your character has an intricate pattern, marking, magic circle, or tattoo, **PLEASE** include a transparent template/reference of that design. It makes the process much easier. I will not be drawing it from scratch.

Please understand that your character will be adapted into my art style as I work. I am all for making anatomy fixes or small edits, but please understand that I can only draw like me.

## 5. Workflow



**Thumbnails** — rough drawings, with a general idea of the commission based on the client's description. There will usually be a choice between 3 to 5 thumbnails for the client to choose from with client input.

Unused thumbnails belong to the artist and may not be used to commission another artist without express permission.



**Sketch** — refined sketch of the chosen thumbnail with clearer details. It is important to make note of any major changes during this process such as anatomy changes, positions, background style etc.



**Flat colors and shading** — this is the final stage of your commission, will only include small adjustments such as color correction. When a commission is near completion (i.e. past the flat color stage), I will not be adding or making any more major additions and or changes. In the event I agree to do so, any major changes at the end stage of your commission will result in a \$50 USD surcharge. This may include extra details, outfit changes, large scale color or linework edits, or additional characters. However, I still reserve the right to refuse to add any major changes.

## 6. Refund Policy

If any work is delivered, artist will refund proportionally to the amount of work remaining:

No work done/commission not started - 100% refund

Thumbnails = 65%

Sketch = 40%

During flats and shading = no refund.

Artist will refund money received and will not cover for taxes kept by platforms.

Ex. refund money - tax kept by a site = amount to refund

## 7. Image files

Completed commissions will be sent in a high quality PNG (high quality pertains to original file size) and a web resolution PNG (about 25 - 35% of original file size). Specific file sizes or types for the purpose of printing may be requested at the beginning stages of commission (i.e. TIFF, JPG/JPEG, flattened PSD)

## 8. Publishing and Sharing

The client is free to do what they will with their completed commission, but must abide by the following

- The original artist (i.e. GenOtrr) must be credited alongside the image if it is to be posted to social media
- The client nor anyone else is allowed to edit the image in any way
- The client nor anyone else is allowed to make a profit off this work
- Commission work may not be used for the purpose of creating non-fungible tokens (NFT) or other forms of crypto currency.
- Commission work may not be used for artificial intelligence (AI) image generators or AI learning engines, (including, but not limited to: StableDiffusion, Deep AI, DALL-E, Jasper Art, Starry AI, Dream by Wombo, Nightcafe, Pixray, Deep Dream Generator, Big Sleep, Art Breeder, Fotor AI Image Generator, Crayon, Photosonic, Images.ai etc.)

## ***Publishing and Sharing (cont'd)***

Client and artist may negotiate a fee for the sale of licensing of the artwork, conditions will be evaluated on a case-by-case basis.

The artist may showcase the art to promote their own work but not for resale.

If requested, the artist may keep the commission private

## **9. Do's and Don'ts**

Listed below are subject matter that I will and will not draw.

### **DO**

- Send up to date references! Preferably unshaded. Unshaded ref sheets help with color accuracy.
- NSFW or SFW references are ok!
- Send high quality reference files! If your files are too big, send it with a cloud storage link (such as DropBox, Google Drive, MEGA, etc.)
- Be descriptive, but keep it simple! I need enough information to get the idea across but not so detailed I need to read a whole paragraph.
- Feel free to email me about progress or updates! I will respond to your email within 24 hours, but keep in mind I will be working on other projects and life happens.
- Suggestive content and some artistic nudity is up for discussion, depending on the nature of your commission.

### **DON'T**

- No excessive violence or gore, including abuse or bullying
- No pornographic content
- No pedophilic or zoophilic content
- No art used to promote hate speech such as, (including but not limited to) homophobia, transphobia, ableism, racism, sexism, slut-shaming/sex negativity, ideologies of politics supporting white supremacy, eugenics
- No fetish or kink art

Although I'm open to discussion regarding your commission, I reserve the right to refuse work at any time.

## **10. Bans**

A ban is the result of a client's noncompliance and violation of the above terms of service or any other actions that may warrant it. Nonconsensual profiting, chargebacks or uncooperative/inappropriate behavior will result in a ban.

## **11. Artist Rights**

The artist reserves the right to:

- Turn down any commission
- Refund client for any reason
- Use the commission for promotional purposes
- Holds right to the artwork other than the client's & associate's character(s)