# **Terms of Service**

- 1. The terms contained herein may be changed at any time without notice and will be effective immediately. Previous customers who have ordered under an older TOS need not worry about the new rules added. These do not count for them.
- 2. By contacting Kelyias (Aidan Snippe) for work, the commissioner, client or customer agrees to all terms contained herein. The TOS is stamped on all artwork and linked to the commission page when the commissioner, client or customer contacts them. Saying you did not have access to this sheet is an invalid excuse.
- 3. The parties henceforth shall be referred to as you/your/yours (the commissioner, client or customer) and me/my/mine (the artist, Kelyias/Aidan Snippe).
- 4. When a client contacts me for work, they agree that my TOS supersedes any TOS the client might have.

### A) Payment and Refunds

- 1. Payment is currently only accepted through Paypal with the currency being in \$USD (unless discussed otherwise.)
- 2. Payment is due up front when below 100\$USD. Any commission above 100\$USD will have payment plans available.
- 3. Once the commission has been agreed upon, you will receive an invoice to send payment. You must pay within 48 hours or your commission request will be invalid and you will have to resend your information (unless discussed otherwise.)
- 4. Payment must be received before the commission is started.
- 5. I reserve the right to decline or cancel a commission, for any reason and without an explanation.
- 6. If a commission is cancelled due to personal reasons, a refund of 100% will go back to you.
- 7. If a commission is cancelled due to a request for a refund, a refund of a max of 75% will go back to you depending on the amount of work that has been done so far.

## **B)** Communication

1. All communication is to be through the provided methods only. (DeviantART PM/FurAffinity PM/Email)

- 2. I will only communicate with the person who is buying the commission. If a third party's character is involved, they must be in contact with the commissioner to have their wishes relayed to the artist. This is to prevent confusion from an excess of emails.
- 3. If possible, I will notify the commissioner if there are to be any delays.
- 4. Rude or abusive behavior towards me will result in the commission's immediate cancellation (see item A5).
- 5. If you would like to inquire about the progress of a commission, please do so no more than once a week.
- 6. I aim to finish the commission as soon as possible. If the time period reaches over 14 days, a refund from the client can be requested.
- 7. If there is a deadline to be reached, you must let me know in advance. I will not work with a deadline shorter than a month in advance. In case of shipped items, I will not be held responsible for missing a deadline that wasn't clearly stated or was unreachable. If it is missed thanks to my own faults, then a compensation will be offered in terms of a small refund or another drawing.

### C) Subject Matter

- 1. Please know what you want your commission to be. I am not good with "free reign" commissions.
- 2. I will not design characters for the commissioner unless an additional fee has been charged for the design.
- 3. I am open to many subjects and fetishes. However, some subjects are off-limits. Please take this into consideration before ordering a commission.
- 4. I have drawing strengths and weaknesses that should be taken into account. There shouldn't be any problem with most animals but things like humanoids and complex machines/ vehicles/ weapons/ armor/ architecture are not my strong point. This doesn't mean they are off-limits; it just means commissions including any one of these things may take longer.
- 5. Intricate poses in a two or more character commission will incur an extra fee.
- 6. Trademarked characters will only be drawn on a case by case basis.
- 7. Most if not all images come with a transparent version. However, in the case of illustrations, I am unable to give a transparent of the subject matter on its own.

### D) Copyrights and Permissions

- 1. I retain all rights to the artwork produced, even if the characters in the image belong to another party. This includes rights for prints and advertising. Don't worry, the artwork won't be used for commercial work without permission given by the character's owners, but it will most probably be used as an advertisement of the artist's services.
- 2. You MAY NOT edit, redistribute, sell prints of, claim credit of, or use the artwork for advertising without explicit permission.
- 3. You may upload the image at any site as long as full credit and a link back are given. You may use the artwork for personal things such as wallpapers/icons/etc. If used publicly, please credit.
- 4. Rejected sketches from your commission may be recycled for later use.

#### E) Other

- 1. All commissioners must be 18 years or older when ordering NSFW commissions. If there is any doubt in your age, a request for an ID will be made. Customers under 18 must provide signed consent from their legal guardian.
- 2. The artist reserves the right to charge for revisions past a limited amount of changes. Once the final sketch has been approved, no changes to the pose can be made.
- 3. Commissioners will not receive the PSD file of the artwork, only the finished JPG/PNG/GIF. If requested, I can provide a transparent version of the commission as well.

