

# A.W. Art Terms of Service

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Always contact me via email (aw.art@aol.com) or any of my social media platforms (pinned on ko-fi.com/drowsyana) before buying to determine the complexity of your commission, the time needed for completion, and whether it aligns with my terms of service.

By commissioning me, you agree to the following terms:

## About the Art

I will draw:

- Female, male, and gender-neutral-presenting characters.
- People of all ethnicities and body types.
- Characters with disabilities.
- NSFW art.
- Animals, backgrounds, and vehicles.
- Simple mecha and armor.

I will NOT draw:

- Extreme fetishes.
- Suggestive art of minor characters and figures.
- Images depicting violence, discrimination, or mockery towards groups or individuals.
- Replication attempts of other artists' art style or intellectual property.
- Pieces involving my original characters or myself that I may consider inappropriate.
- I may reject commissions for any reason at my own discretion.

## Artwork Rights

1. I retain rights to the artwork.
2. Please always credit and tag me as the artist when reposting your commission online.
3. Please do not edit my art without my previous consent.
4. All commissioned art does NOT include commercial rights with merchandise purposes **except** vtuber model art.
  - a. Commercial licenses for individual pieces can be discussed.
5. I do **not** consent to my art being used for Artificial Intelligence research and development.
6. I do **not** consent to my art being used as non-fungible tokens (NFTs).

## About the Commission Process

1. I work best with specific requests. Please provide at least one accurate, up-to-date photo reference. Poses, palettes, mood boards, and other similar references are highly encouraged for the best results.
2. Up to 3 major edits can be requested during the sketch approval. Afterward, only minor edits. Emotes and badges can only have one minor edit per emotes or badge. Any further edits will be an added cost.
3. Waiting times for commissions will depend on the complexity of the request and typically range from 2 weeks to a maximum of 6 months. However, particularly complex requests may surpass the 6 months of waiting time.
  - a. You can keep track of your commission's progress, my waitlist, and any setbacks on my Trello profile or contacting me directly.
4. About privacy on the progress and results of your commission:
  - a. Please let me know *before* I start working on your piece if you do not want me to showcase the progress or the final result on social media.
  - b. The finished pieces will be added to my portfolio unless requested otherwise.
  - c. Private commissions will have an additional 15% fee to compensate for public advertisement and portfolio purposes.
  - d. I will stream the progress of your commission on Twitch (twitch.tv/DrowsyAna) unless requested otherwise.

## Payment and Refund Policy

- I work with up-front payment and my prices may change with demand.
- I accept payment through Paypal invoices via my email (aw.art@aol.com) or my Ko-fi Commissions page (ko-fi.com/drowsyana).
- You will have 24 hours to pay after the invoice is sent.
- If you wish to cancel your commission, partial refund is available if the commission is under 80% done.
- I do not offer refunds during the final revision nor during the final handout after the art has been fully completed.
- If I cannot complete the commission for any reason, a full refund minus PayPal Business fees can be given.
- The money you paid for your commission will not be spent before the artwork is done unless given explicit permission by you.