

SMITUKEY Commission Agreement and Terms of Service

By commissioning me you are agreeing to the following terms. Please read carefully.

Contact:

Please contact me at smitukeydoesit@gmail.com or through Ko-fi for all commission inquiries.

All communication regarding commission work is to be done through e-mail or Ko-fi.

Any DM or Direct Message inquiry sent elsewhere will be directed to the above e-mail.

Payment:

All payments need to be in USD via Paypal invoice or Ko-fi.

Payment is due upfront for ALL commissions. Paid in full.

General Guidelines:

Please include color references and a good description for Original Characters, pets, 'sona's, or anything else that I would need for the design.

I will draw non-human OCs, non-human fanart characters, pets, animals, creatures, Neopets, My Little Ponies, and Warrior Cats.

I will NOT draw machines, real people (actors/celebrities), humans, NSFW, intense gore, complex outfits and/or designs.

Feel free to ask me about anything that does not seem clear or if you have any other questions.

I reserve the right to decline a commission for any reason at any time.

Commission Process and Pricing:

After payment is received, I will start working and send an initial sketch, so you can approve and require adjustments if necessary.

Minor changes are possible at any stage (small details, colors). If you require a major change AFTER the initial sketch has been approved, I may charge a fee depending on the complexity of the edit.

Digital artworks are emailed as a full-resolution PNG file unless you ask otherwise. Prices on Ko-fi may vary.

For an extra \$10 I can mail you a full-size print of your commission on semi-gloss photopaper via USPS. Tracking will not be provided. Ships worldwide.

Commission turnaround time for finished digital art is 30 days from date of payment. If delays arise, you will be notified. Physical art print will be postmarked within 10 days of payment.

Use:

Prices are for personal use only; no commercial use allowed. You may not profit from the art, sell prints or products, etc. You can make prints for personal use.

You may resize or crop the artwork to create icons, wallpapers, or other graphics to be used in non-commercial digital format, but you cannot alter the artwork itself.

By commissioning me, you are purchasing my artist labor and a digital copy of your commissioned artwork. I retain all the rights to my work, which include but are not limited to the right to distribute, reproduce, copy and/or use the image as a sample for sales or self-promotion. My work is NEVER to be used in any blockchain-related technology, to include NFTs, cryptocurrency, or future inventions in the space.

If you'd like the commission to remain private (not ever published anywhere), an extra can be charged.

You are welcome to upload your commission to social media, as long as you give me (@Smitukey) credit for the work.

I reserve the right to reuse sketches and design elements that were rejected by the commissioner for other commissions or personal works.

Adopts TOS:

Prices are for personal use only; no commercial use allowed. You may not profit from the art, sell prints or products, etc. You can make prints and merchandise for personal use. You may resize or crop the artwork to create icons, wallpapers, or other graphics to be used in non-commercial digital format, but you cannot alter the artwork itself. I will allow small personal edits on your end such as jewelry, accessories, tattoos, clothes, etc.

By purchasing an adopt, you are purchasing my artist labor and a digital copy of my artwork. I retain all the rights to my work, which include but are not limited to the right to distribute, reproduce, copy and/or use the image as a sample for sales or self-promotion. My work is NEVER to be used for hate-speech or in any blockchain-related technology, to include NFTs, cryptocurrency, or future inventions in the space. Adopts can be regifted or traded but NOT re-sold.

You are welcome to share your adopt on social media, as long as you give me (Smitukey) credit for the work. I reserve the right to refuse any buyers at any time.

Payment is due upfront for ALL adopts. Paid in full. I accept Paypal, venmo, and cashapp

Refunds and canceling:

If I am physically unable to complete your commission in 30 days, you will be issued a full refund.

If YOU are unable to be reached, stop responding, or refuse final art after initial approval, you will NOT be refunded.

Physical art sent via USPS that is lost will NOT be refunded, please contact me and I will send a replacement after suggested USPS shipping timeframe passes.

This document can and will be edited at any time without the need of further notice.