



# Fosbat's Terms of Service

**By purchasing my commissions or adoptables you are agreeing to these Terms of Service and are obligated to follow them.** Please make sure you're familiar with them before you continue.

[deviantart.com/Fosbat](https://www.deviantart.com/Fosbat) ~ @Fosbat on IG ~ @Fosbat on Twitter

## General Information

- You are purchasing the digital file from me, not a printed version
- You will receive the full resolution image once it's completed
- Be sure to save the picture to your harddrive, as I clean out my Drive often and don't want you to lose your image
- I rarely post commissions in my gallery. If you want to post it in **your** gallery, this is fine, just make sure **to let me know, and I'll give you a watermarked version to post.**
- My ETA is generally under 1 week time, although I will always give an estimate if I think it will take longer for any reason
- My ETA for Live2D commissions is generally under 2 weeks, however due to the complexity of these commissions it may vary! If it does I will of course let you know!
- I will make small edits once the artwork is done if anything needs to be fixed, however I will not be fully redoing everything.
- I reserve the right to decline a commission if I am not comfortable doing it.
- I will always do my best with every commission I am given, however I am better adapted to drawing some things than others. Feel free to browse my gallery to make sure my style is right for you.
- Due to my commission times being fairly short, please be ready and willing to communicate with me on a regular basis for the commission process, even if it's as little as once a day!
- **You do NOT have permission to use my artwork, or anything you commission from me, as an NFT. Through reproduction or otherwise. It is strictly against my TOS.**
- **You do not have my permission to train, validate or test a neural network on my art.**

## What I Draw

- I will draw:
  - Furry/Animal Characters
  - Fantasy Creatures
  - Humanoids

Overall I'm pretty open to try new things, even if you don't see it in my portfolio, feel free to give me an ask to see if I will draw it!

- I will **NOT** draw:
  - NSFW
  - Fetish artwork (Whether or not you see it as SFW. This includes vore, micro/macro, etc.)
  - Babyfur/ABDL
  - Gore
  - Complex Mechs/Robots

## Copyright/Usage Policy

- As the artist I **hold every right to the produced artwork**, so I may do what I wish with it, including:
  - Post/display the picture anywhere I want (giving you proper credit as the owner of the characters)
  - Promote myself with it in any place
  - Publish books with it
  - Use it in my portfolio
- As the commissioner, **you may**:
  - Repost the art on other sites with proper credit to my gallery or page (with no profit purposes) **If you want to repost, please inquire about a watermarked version.**
  - Print it for personal use in any form, as long as it is not for means of making money and resale
  - Use it as decoration on any of your personal social media accounts.
- You are **not allowed** to:
  - Change, modify or trace my works without permission.
  - Reproduce the copyrighted work commercially
  - Take credit for the artwork

## 3D Specific

- If you are receiving a 3D model from me, you may **not** redistribute the model, including reselling or sending it to others to recolour and use. By purchasing a 3D model or recolour, on base or off base, you are agreeing that it is only for your personal use.
- You are allowed to rig it/upload it for personal use to VR Chat but please upload it **privately** to avoid others from downloading it.

## Payment Process

- I only accept Paypal (no e-cheques) unless otherwise stated.
- Payments will be in **USD** unless otherwise stated.
- When you commission me, your money does NOT get spent until I'm finished and you're happy with the outcome.
- If at any reason I am unable to complete a commission, you will be refunded immediately.
- I require the full payment after the first sketch is sent and everything is confirmed as being okay on it. After the sketch is approved I will move onto the finished piece. **If you would like additional WIPS please ask.**
- **I do not do payment plans.**

- **Do not send me payment** until I have confirmed your commission. Always wait for my response first
- **Do not retract your bid from auctions, or you will be given a warning.** If you retract multiple times you will be barred from participating in my auctions.
- Always send through Goods and Services on Paypal. Additionally, do not include your address unless I am sending you physical goods, in which case we will discuss it.

## Adoptables

- Any adoptables or custom designs purchased from me **must** be credited to me if people ask. Under no circumstances can you take credit for my designs.
- You may resell any characters you buy from me for the price you purchased them **plus the worth of commissioned art for them.**
- Once you have paid for the character, it's design belongs to you. I will not resell it, create copies of it, or take it back.
- You may use the character for commercial use, however **you may not use the original artwork created by me for commercial use (unless previously discussed).**

## Ordering

- To order a commission please contact me through my Twitter ( <https://twitter.com/fosbat> )
- After payment is sent after the commission is accepted, you can expect the order to be done within one week
  - **I will inform you if there is a delay in artwork and keep you up to date on the timing**
- If you need any sort of update on how the artwork is going, just send me a note on DeviantArt or DM me on Twitter

## Changes and Refunds

- Once the commission is finished, I will do some small edits and changes
- I am willing to do up to two large changes after the commission is finished, however anything after that will be charged extra.
- I am willing to do refunds up until the sketch stage, however once the lineart is done I no longer offer refunds. I understand that some things come up, and sometimes you need money back
- If you order and ask for a refund three times or more, I will reject any further commission orders from you
- **If you file a Paypal chargeback from me, all rights to the artwork will be revoked and I will no longer take any commissions for you. PLEASE LET ME KNOW IF YOU ARE NEEDING A REFUND.** It is much better to discuss with me than go straight to chargebacks.