



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 ~ @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. In some journals I will accept points but this is rare.
- Payments will be in **USD** unless otherwise stated.
- 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.**
- **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.