



SoberDwarf Media

Art Commission Terms of Service

Updated January, 17th 2023

SOBERDWARF

Disclaimer

- By purchasing the services of SoberDwarf Media, you automatically agree to the following conditions.
- Please read this entirely and carefully. If you do not agree to these terms, your commission may be refused.
- If you have any questions, please send a Twitter DM, send an email to at SoberDwarfCopyright@gmail.com or use the form provided at <http://www.soberdwarf.com/contact.html>

User Agreement

- By commissioning SoberDwarf Media, you agree that you have read and accepted all the terms described herein.
- You understand that the Terms of Service are perpetual (does not expire) and irrevocable (can not be changed or canceled) by the client. SoberDwarf Media holds the rights to modify or terminate the Terms of Service.
- Projects agreed upon by a prior ToS are subject to the agreement by that ToS. The Client is expected to maintain a copy of the ToS they agreed upon if they wish to dispute any service provided if they feel the service did not abide by the ToS.
- You agree to the usage rights provided by the commission, and understand that failing to do so may result in blacklisting or potential legal liability dependent on the circumstances of the violation.
- All credit has to be linked back to SoberDwarf Media.
- Violators will be added to our blacklist indefinitely and without warning.

CLIENT

- You, the Client, is expected to read and understand the terms of service before agreeing to a commission. By ordering a commission, you acknowledge and agree to the Terms of Service.
- You may not claim that this work as your own or any other entity other than SoberDwarf.
- You may not upload or host our work in any gallery that is intended to display your own work, or be labeled as 'fanart'. It must accurately be labeled as commission work credited to SoberDwarf or SoberDwarf Media.
- You may not harass, coerce, intimidate or manipulate any staff at SoberDwarf Media. This includes inappropriately worded comments, messages, emails or voice messages. Doing so will result in a cancellation of your commission and blacklisting you of our services.

SERVICE PROVIDER

- By commissioning SoberDwarf Media, you are purchasing our services as defined by the commission requested. You are not entitled to any service beyond what is previously agreed upon.
- SoberDwarf Media reserves the right to display your finished commission for any reason unless otherwise agreed upon.
- SoberDwarf Media reserves the right to decline any project or client for any reason.
- SoberDwarf Media reserves the right to refund you the full amount paid if there is a circumstance or desire to no longer work on your project for any reason.

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USAGE

- Any commission provided by SoberDwarf Media falls either under a “Personal Use” licensing agreement or a “Commercial Use” licensing agreement.
- Personal Use means you do not intend and you are not authorized to reproduce, sell, or otherwise monetarily profit directly or indirectly from the nature of the commission.
- Commercial Use means you intend to use the commission as a means of making a profit directly or indirectly as a result of the commission. Commercial use grants you the rights to utilize or reproduce the commission to make money. Examples include: Using the commission as branding, using the commission as part of a t-shirt design, reproducing and selling the commission as part of a bigger project, and displaying the commission as a means of advertisement.
- Commercial Use does not authorize a transfer of copyright or intellectual property. You must not commission if the intent is to sell the commission directly to a third party.

COPYRIGHT

- SoberDwarf Media retains all copyright regarding the commission and does not transfer to the client. All other copyrights, such as designs or associated work, belong to their respective holders.
- SoberDwarf Media reserves the right to sign and/or watermark our own work when posted on our Websites and Social Media. We may use the commission for showing and for promotional purposes.

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COMMISSIONS

PRICING

- Commission Pricing is only a general guideline for the average commission. SoberDwarf reserves the right to adjust pricing as we deem fit, depending on the complexity of your request.
- Pricing is often based on time spent on the commission, cost of production, taxes and other fees. Any significant increase to these factors may influence final pricing.
- All prices are in USD.
- SoberDwarf Media does not tolerate any kind of harassment, coercion or intimidation in an attempt to reduce our pricing.
- SoberDwarf Media at times may offer discounts and sales regarding commission pricing. These discounts are not retroactive to pricing of any agreed upon or finished commission. We do not reimburse the difference.
- SoberDwarf Media, upon request before the commission is accepted, may provide an estimate regarding potential commissions.
- You hold the right to make changes to your commission request (eg. change the amount of details, animation frames or certain aspects, or agree on a simplification of said aspects.) before the transaction is complete.
- Tips are accepted but not required.

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ORDERING

- In order to request a commission you may use the following methods.
 - E-mail directly at SoberDwarfCopyright@gmail.com
 - By using the commission order form at:
<https://ko-fi.com/soberdwarf/commissions>
 - Using the commission request form at:
 - Via twitter DMs to @SoberDwarf.
- You must provide a character reference and potentially a style example with your request. This may be in the form of a reference sheet, screenshots, or links to examples. Commission Requests without a reference may be subject to additional costs or refused.
- SoberDwarf Media reserves the right to make alterations to your request as we see fit unless otherwise discussed. To guarantee the total accuracy of your commission request, please make note of the required details and elements in the form.
- Any emails, private messages, and comments that you send must come in English only. Please make your request concisely worded with minimal abbreviations, so as to make the note clear to read.
- Please do not send payment before the commission is accepted.

PAYMENT

- SoberDwarf Media is not responsible for any mistakes that are made on your part over the course of the transaction. Please take care to make sure all information is accurate before sending payment.
- Do not send us any kind of payment until we have confirmed that we can accept your commission and agreed upon. Upon agreement, you'll be sent an invoice via paypal for the total amount.
- Commission must be paid entirely upfront before work starts.
- Commission cost must be paid in full within 1 week of agreeing to a commission. After 7 days, your commission slot will be forfeit. Rescinding a commission request after asking my result in blacklisting.
- Payments via Paypal are sent via Invoice method only unless otherwise stated.

REGARDING PAYPAL

- Please note that all of our sales are considered "Digital Goods" and it is the Artwork's "Intellectual Property" that is purchased by you, the Client.
- Nothing is ever intended by either us or the Client, to be physically shipped.

REFUNDS

- SoberDwarf will refund 100% of the payment only if we have not started working on the commission.
- If, for any reason, we cancel a project, we will reimburse the lost fees and refund 100%.
- If for any reason your PayPal account malfunctions or authorizes a refund request without your knowledge, you must contact us as soon as possible in order to resolve the issue.

CHARGEBACKS

- Chargebacks are only acceptable regarding the following circumstances:
 - You have paid in full for a commission that we agreed to.
 - You have attempted to contact SoberDwarf Media
 - It has been 2 weeks since you had last received any correspondence about your commission.
- You are required to contact us when you need to cancel a commission request.
- Purposefully issuing a chargeback without contacting us to cancel/refund a project will result in immediate blacklisting for you as well as your email address, and anyone sharing your PayPal account, including side accounts.

QUEUE / SCHEDULING / WORK SPEED / DEADLINES

- You reserve the right to set a deadline for your commission. This deadline must be disclosed prior to payment and a rush charge might apply.
- SoberDwarf Media has the right to decline a project if there is too short of a time allowance.
- Completion of a commission depends on a variety of factors, including project complexity, time available and how many commissions are ahead in the queue (and their complexity). Commissions are completed on a first come, first serve basis.
- SoberDwarf Media will give an estimate of when the project may be completed if no deadline is set. The estimate provided is not a deadline, work may be completed sooner or later than the estimate provided.
- You reserve the right to be notified of any delays.



PROCESS AND REVISIONS

- Before completion of the project, SoberDwarf Media will provide a watermarked sample of the commission for approval. The client then has 7 days to respond to notify us if they commission is satisfactory or needs a revision.
- If approved, then SoberDwarf Media will send all project files to a provided email address, The commission will be marked as completed.
- If there is no response within 7 days from the client after the commission was submitted for approval, then the commission will be considered approved and all files will be sent to a provided email address.
- If revisions or fixes are required, the client must specify the exact changes needing to be made.
- If within the scope of the project, then changes will be made.
- If the changes exceed the scope of the initial commission and price, then additional cost might be charged to the original commission to meet with the new demand.
- If the revision is entirely out of the scope of the original commission, then the client will be charged for the cost of the current commission and must request another commission fitting to the scope of their vision.
- After the order is completed, minor changes are allowed if the missing or inaccurate elements are our faults (e.g., I overlooked details provided in the order).
- Commissions declared finished for more than 30 days will be out of a revision period and no longer be revised without an additional fee.

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