

KhaoticVex's Terms of Service

Updated: 09/01/2025

General

- The Artist has the right to decline or terminate a commission for any reason, at any time. Refunds will be issued as eligible.
- The Commission Queue is hosted on Trello, and commission details will be made public.
- The Client will receive a copy on their invoice of KhaoticVex's Terms of Service, with additional details pertaining to their order.
- The art style used will be The Artist's personal style. Style mimicry of shows, anime, cartoons or other franchises may be accepted. Style mimicry of other freelance and individual artists is prohibited.
- The relationship between The Artist and The Client is to remain personal. Any confidential information shared will remain private.
- Prices listed are for hobbyist clients. Commercial work will need to be quoted individually and circumstantially.
- The Artist does not allow for any work to be used for AI or NFT.

Payment

- Prices are listed in USD. Use a currency converter online as needed.
- PayPal Invoices, Aristree, and Kofi are accepted.
- Payment plans are optional and available. Specific terms are to be discussed beforehand between client and artist. Invoices will have payments enabled.
- If payment is needed to be delayed or on a specific date, inform the artist.
- Payments sent without consent from the artist beforehand will be refunded.
- Tips and donations are accepted by the client's discretion. Invoices have the option enabled. There are also alternate methods of tipping as found in Support.

Process

- Commission openings will be announced via social media.
- Ping List members will be directly informed of availability via DM or email.
- Requests can be made through the shared Google Form link, or via DM/email.
- The Client will be reached out to through their desired contact method if their commission is accepted. A quote will be provided at this time, or additional details requested.
- Commission details will be posted onto Trello, where progress can be tracked live.

- Payment is requested before work begins, unless alternative Terms are agreed to beforehand (ex: postponed payment).
- Work will begin after payment, and progress can be tracked via Trello.
- Trello is organized into categorized stages as follows:
 - Queued: not actively being worked on, upcoming
 - Working On: beginning and middle stages of being worked on, sketch/line/color, making adjustments
 - Finishing Touches: final stages of being worked on, completion to be made soon
 - Finished: all work completed, final full resolution file sent to The Client
- WIP (Work In Progress) will be provided to The Client during “Working On” stage. This may be sketches, linework and color depending on commission type.
 - Some commission types are exempt from receiving WIP, as they are completed in less time and it would negatively affect workflow.
 - Revisions are to be requested at this stage.
- Once all WIP are approved, the commission will be completed.
- Completed commission is sent to The Client.
- The completed commission will be posted to The Artist’s Patreon and social media. The Client may share the watermarked file with credit provided.

Revisions

- The Client is entitled to 3 major revisions during the initial sketch phase.
- After the sketch is confirmed, minor revisions to line and colors are accepted. If the amount of revisions exceeds 10, and is at no fault of The Artist, additional payments of \$10 per revision is required.
- The Artist retains the right to unused sketches.

Delivery

- The Artist agrees to deliver the final artwork by no specific time frame unless discussed and agreed upon with The Client before payment is made.
- Turn around time varies between commission types. Smaller commissions such as icons, full bodies, chibis and emotes have a quicker turn over. Larger commissions such as animation and comics have a longer wait period, estimated to range between a month to over a year. Turn over is dependent on the scope of commission.
- WIP will be provided via the preferred contact method listed by The Client. Email, DM or otherwise.
- Final commission will be sent in full resolution to The Client via Google Drive link or Email.

Additional Charges and Discounts

- Priority Fee: 40% of the total cost of commission. Purchasing this will move the client to the top of the queue, to be completed earliest.
- No Character Reference Fee: 20% of total cost of commission per relevant character. An acceptable reference is a visual flat colored image.
- Private Fee: 50% of the total cost of commission. Finished artwork will remain entirely private and not posted on social media, galleries or Patreon by the artist.
- Patreon-Only Fee: 30% of the total cost of commission. Finished artwork will only be posted on KhaoticVex's Patreon, for subscriber-only access.
- Premade Design Discount: 20% off the total cost of a commission featuring a premade character design by KhaoticVex that is owned by the client.
- PSD File: \$20 for illustration commissions excluding comics and reference sheets.

Cancellation and Refunds

- KhaoticVex or the client may cancel a commission at any time.
- In the case of a cancellation, a refund will be provided depending on the current stage of work.
 - 100% refund when canceled before sketch.
 - 50% refund when canceled before linework.
 - 20% refund when canceled before color.
 - Any other or in-between stages will have a percentage that suits the work completed.
 - After completion of a commission, no refund is provided.
- Cancellation that is made within 24hr of payment will receive a full refund.
- If a commission is canceled but work in progress has been provided, the client may save and keep the WIP received. The artist has the right to recycle the WIP for personal or monetary use.

Client Copyright and Usage

- The Client retains the right to repost, publish and share their commission wherever they would like, with credit provided.
 - A link to The Artist's socials or website is preferred, but "Art by KhaoticVex" is acceptable.
 - The Client will not claim the drawn work as their own.
- The Client agrees to publish adult artwork with credit given to a different, private username that will be provided directly by The Artist. Adult content is to be kept separate from the username "KhaoticVex."
- The Client agrees not to tamper with The Artist's watermark, signature or artwork in any way. This includes having other sources tamper with The Artist's work.

- The Client may use their commission for non-profitable and private use. This includes but is not limited to: profile images, banners, emotes, charms, prints, stickers, tattoos.
 - If The Client gets a tattoo of commissioned work, please have the tattoo artist credit where appropriate, with “Design by KhaoticVex” on their socials/gallery.
- The Client agrees to paying additional costs should they aim to profit directly from The Artist’s work. This includes but is not limited to: streams, branding, merchandise, design.
- The Client agrees to refrain from selling or using The Artist’s work for NFT or AI.

Artist Copyright and Usage

- The Artist retains the right to display commissions on Patreon, portfolio, websites, social media and elsewhere.
 - If Private or Patreon-Only Fee is requested and paid for by The Client, these Terms are overwritten and will be honored by The Artist.
- Fan Art commissions may be monetized via merchandise. This may include but is not limited to: stickers, prints, charms, buttons, or uploading to RedBubble and other similar host sites.
- The Artist will not profit directly from commissions featuring The Client’s original characters or concepts.
- The Artist retains the rights to reuse discarded WIP, or canceled commissions. These will be repurposed, recycled and resold according to The Artist’s Discretion.