



DarkOverord's Commission Info & ToS

This document should give you an idea of what to expect when commissioning me, as well as a Terms of Service. If you have any questions or concerns, please feel free to contact me at the following:

✉ commissions@darkoverord.info

🌐 [Website](#)

🐘 [@DarkOverord@blimps.xyz](#) / [@DarkOverord@pixelfur.maw.best](#)

(though please note that I won't discuss commissions specifics over mastodon etc.! I'm more than happy to chat and give quick updates there, but I will ensure all full updates go via email!)

When/how do you open for commissions?

I open in batches that will be announced on my various social media with a link to my commissions form. I am not first come first serve and will contact applicants within a couple of days of closing. This contact will be via email so please ensure you keep an eye on your inbox!

What do you need from your potential customer?

The form will guide you through what I need, but so you know: your name, at least one solid image reference, an idea if the commission calls for it, and an email address to contact you with.

If your application for a commission is successful, you'll receive an email querying any further information that may be required, or at least just to say hi!

How do you handle payments?

I send out invoices via email after I've sent a sketch to the customer and they have approved it.

Do you offer WIPs?

Yes always! I generally work in stages; typically Sketch, then Ink, then Colours, then BGs. You will always get the initial sketch WIP via email, however if you want, I can provide further WIPs via email within reasonable request.

How long is the usual wait for a completed commission?

I cannot give a specific time frame as each piece will have its own intricacies, however it will be on an ASAP basis with an aim to complete within a week of successful payment. For this reason I have a Trello set up and will update it regularly on progress!

Are there things you won't draw?

Generally I'll draw most things, however some major examples: Far right or racist imagery, Scat, Cub, Breath control, Asphyxiation/Suffocation, Gore/Mutilation, Snuff/Death. Further details can be found in the **[2.4] Will not draw** section of the ToS



Terms of Service

[1.0] Summary Overview

By commissioning me, you **automatically agree** to these terms, including allowing me to repost and/or redistribute your commission (my art) as I see fit unless we have agreed otherwise beforehand or have come to an agreement at a later date. I retain all rights to my work. I post all commissioned works to at least Mastodon, FurAffinity and Weasyl. I reserve the right to resell my commissioned artwork in the form of prints, digital downloads and merchandise generally unless otherwise agreed.

The client may make prints of their commission for personal private use but may not profit from the artwork or make alterations or changes to the image not agreed upon beforehand. The client may post their commissions on their own personal accounts with relevant credit to myself.

The artist reserves the right to refuse more than two minor amends during the works process, and may charge a fee for major amends.

[2.0] The Artist

[2.1] Redistribution of works

As the artist, I reserve the right to repost or redistribute your commission as I see fit unless the Client and I have agreed otherwise. I retain all rights to my work, and I will post commissioned works to at least Mastodon, FurAffinity and Weasyl.

I may also post the commissioned work to my social media accounts and my own website as a commission example if I so choose.

[2.2] Removal of works

As the artist, I refer to [2.1] regarding my rights, however if the Client contacts me via email with a reasonable request to remove an image, then I will discuss with the Client what potential actions to take. While I would prefer not to remove any works, I understand that there are personal mitigating circumstances sometimes.

[2.3] Resale

As the artist, I reserve the right to resell works in the form of prints, digital downloads and merchandise generally unless otherwise agreed. However if I do choose to do so, I will liaise with the Client regarding these actions.



[2.4] Will not draw

As the artist, I will not draw the following content:

- Far right or racist imagery - This includes designs **deliberately similar** to Nazi uniforms and various right wing regalia and insignia.
- Cub/Childlike characters in NSFW contexts. **NB:** *I would have to discuss in SFW contexts however I do not feel comfortable drawing younger characters and reserve the right to refuse the image if I do not feel comfortable with the content.*
- Scat
- Breath control
- Asphyxiation/Suffocation
- Excessive Gore/Mutilation. **NB:** *This is not the same as injury, I am happy to draw a character in a context of injury, but reserve the right to refuse the image if I do not feel comfortable with the content.*
- Snuff/Death

I reserve the right to refuse a commission if I am not comfortable with the content even if it is not in the above list.

[3.0] The Client

[3.1] Age

I require that clients are over legal age for my commissions. I will not do custom with minors.

[3.2] Commission acceptance and cancellation

I reserve the right to accept or refuse commissions from anyone I choose for any reason.

I reserve the right to cancel a commission into its progress and refund the client's payment partially or in full depending on how much progress I have made on the commission

If a client becomes rude or abusive during the commission process I will cancel the commission, refund fully or partially their payment depending on work completed so far and end all business communication with said person in the future.

[3.3] Payment

All payments must be via agreed channels and in currencies agreed (E.g. USD), any form of cryptocurrency is not accepted as payment. Any attempts to push payment to cryptocurrencies will have their commission slot canceled.



[3.4] Communications with the client

Main commission communications will always be done via email, but I am happy to give small updates via other methods.

I expect my clients to be polite in communications, and if there are any issues, to bring them to myself directly first.

[3.5] Commissions involving other persons characters.

When commissioning art involving other's characters, you must have consent from the owner of that character to be involved and to be drawn by myself **-OR-** If this is intended as a gift (birthday, christmas, etc.) then the work requested would not go against the owner's wishes (For example: purchasing NSFW art for them as a gift when they have an explicit disclaimer that any such works need to be approved first).

[3.6] Reposting commissioned work

The commissioner has rights to distribute their image, however any commissions intended for commercial use must be specified beforehand. Any artwork intended for commercial use may be subject to additional terms and conditions.

The client has the right to repost their commissioned work to any public galleries they wish.

When uploading artwork I have created you agree to credit me as the artist and to link to either my site (<http://darkoverord.info>) or other social media accounts.

[3.7] Modifying commissioned work

The client is free to modify works to make avatars, banners, etc for non-commercial use (unless otherwise agreed), preferably while also crediting back to me.

[3.8] Non-fungible tokens (NFTs)

Under no rights as agreed in these terms and conditions should works I have completed be used to mint NFTs, and do not fall under the terms outlined in **[3.7]**. If the client is found using works completed as NFTs then they will be blacklisted from all future commission work with myself.



[4.0] Works Process

I will be posting work to a trello board to allow visual overview of progress, however it will follow the process below. Depending on the complexities of the current queue, there may be delays in completing the works.

[4.1] Sketch WIP

A sketch WIP will always be provided to the Client via email before any form of payment or completion.

[4.2] Sketch Approval

Upon approval of the WIP, I will send an invoice out to the Client. Upon receipt of payment, progress will continue on the picture.

[4.3] Process to Completion

Between payment and completion, you can request a WIP via email at any time (within reason). I will aim to have the works done on an ASAP basis.

[4.4] Pre-Final Approval

Once the work is at a point I believe is final, I will send over an image to the client via email. This is the last chance for any amends to be made.

[4.5] Amends

Amends can be reasonably requested at any stage between sketch and final. However, major amends will incur a charge to the Client. **I do however reserve the right decline more than two minor amends.**

[4.6] Completion

Upon final approval of the final image, the full resolution and postable resolution images will be sent to the Client via email.



[5.0] Privacy, Confidentiality and Data Protection

While I am not an organisation, data protection is highly important both on a personal and legal level.

The client and I both agree that we will not share any private details exchanged as a result of you hiring me. Private information in this context refers to:

- Any real names
- Addresses both physical and email/contacts/messenger/IMs
- Payment information
- Bank details
- Any information that could be used to identify either of us that isn't already publicly available.

After the commission is completed I delete all applicable references and information pertaining to the commission in accordance with the ICO guide to GDPR and relevant laws in the UK such as the Data Protection Act 2018.

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>
<https://ico.org.uk/for-organisations/data-protection-act-2018/>

If you wish for me to remove personal reference to you on a commission posted publicly (remove names etc.), please contact me ASAP, I am more than happy to do so.

If you are an UK or EEA citizen (EU and the further European Economic Area) then any requests for any data I hold on you must be sent to either commissions@darkoverord.info or general@darkoverord.info. Likewise, requests to delete your data must be done via the same process.

Otherwise, for all customers, the information will be deleted within a reasonable timeframe.