



Addendum: Commissions Terms & Conditions

GENERAL

1. This is an addendum to the Terms & Conditions which you can find on <https://www.jal00t.com/legal>
2. The term commission means a personalised artwork created by Jal for a client.
3. A commission is a service which eventually turns into a digital (and optionally a tangible) good.
4. All communication regarding a commission goes through email between Jal (info@jal00t.com) and the client.
5. Payments are processed through PayPal only. (Via Paypal Invoice)
6. Artworks in commissions are copyrighted to Jal00t and are not the client's property even when finished, delivered to the client and paid for by the client.
7. Due to the personal aspect to commissions, any set rules, information, restrictions, grants and so on in this addendum are subject to change and can be adjusted by Jal in a personal agreement with the client through email.

AGREEMENTS

1. The agreement starts when the (first) payment on which Jal and the client have agreed upon via email has successfully been placed AND Jal has sent a confirmation email to the client about having received said payment.
2. Agreement durations come to a close after the client has received their finished commission via email (or through a link) AND has placed the remaining payments (if applicable).
3. Agreement durations also come to a close when a client cancels their commission AND Jal has confirmed having received their request for cancellation.
4. Agreement durations can also come to a close if Jal decides to cancel the commission. The client will be informed through email.

REQUIREMENTS

1. The client must be 18 years of age or older.
2. The client must be relatively fluent in English or Dutch or have a proper translator available in order to communicate with Jal.
3. The client needs to have a general understanding of the differences in interpretation, preferences and capabilities. A controlling and perfectionistic approach from the client is highly undesired and even counterproductive to Jal's creativity.

PRICING & PAYMENTS

1. Payments are processed through PayPal after agreement between Jal and the client. (Partial payments may apply)
2. Pricing for commissions can be found in this Google Sheet:
<https://docs.google.com/spreadsheets/d/12FafkKHGQkDz2-VswR0vMEYIK08Ao8cyPHW2Oxq4GM4/edit#gid=161199620>
 - a. Pricing is subject to change.
 - b. Prices shown include any VAT, currency conversion fees, and transaction fees.
 - c. All prices are in Euro
 - d. Prices shown are estimated minimums.
 - e. Prices of commissions may significantly increase in case a client's request adds complexity or if revisions threaten deadlines.
3. The definitive price will be communicated to the client by Jal through email after they've properly discussed the client's wishes.
4. The definitive price may be subject to change if the client decides to request more add-ons late during the process, or a significant (time consuming/complex) adjustment.

REFUNDS & CANCELLATIONS

1. Commissions are not refundable.
2. Commissions can be cancelled without providing a reason as to why, at any point throughout the workflow by sending an email to Jal (info@jal00t.com).
 - a. Jal will then confirm having received this request and will put a stop to all work on the commission.
3. Commissions can also be cancelled by Jal himself at any point and without providing a reason as to why. He will inform the client via email in this case.
4. In cases of cancellations, Jal is not required to deliver any commission files to the client unless agreed upon.
5. In cases of cancellations, Jal holds the right to continue working on the commission in his own time and publish it as a regular work rather than a commission.
6. In cases of unfinished works it is strictly prohibited for the client to take Jal's commission to another artist to finish it or for the client to finish it themselves.
 - a. In addition, in cases of Lineart and Flat Colour commissions, it is prohibited for the client to have another artist colour/finish up the commission or for the client to colour/finish up the art themselves.

TIMING

1. Commissions take anywhere from 2 to 6 weeks.
 - a. A more personalised timing will be given to the client once Jal's made an estimate.
2. Timing depends on the custom request, Jal's personal schedule and the fluency of communication between Jal and the client.
3. Timing is subject to change. Jal will inform the client of any delays if they occur.

4. In case of delays, the client cannot request a refund or discount, but may cancel the commission if so desired.

COMMISSIONS/ARTWORK SPECIFICS

1. Minimum dimensions: 2408x3508px (Portrait) / 3508x2408px (Landscape).
(Physically this is the size of an A4 sheet of paper: 12x8" (30x21cm))
2. Style
 - a. Lineart (Detailed and clean linework, no colours or shading)
 - b. Flat colours (Detailed and clean linework, base colours with no/minimal shading)
 - c. Full work (Detailed and clean linework, full colours with shading, highlights, gradients and detailing)
3. Composition
 - a. Bust (Top of head to under chest)
 - b. Half body (Top of head to under hips)
 - c. Full body (Top of head to thighs or knees or feet)
4. Content
 - a. Base (1 character)
 - b. +1 (2 characters in total)
 - c. +2 (3 characters in total)
5. Rating
 - a. Regular
 - b. Mature/Explicit

KINDS OF ARTWORK

These lists are subject to change and interpretation.

These lists contain generalised terms to approach a broad range of topics, therefore, additional subjects may be ambiguous.

If you're unsure about which artworks Jal accepts or refuses to draw, please reach out to him via the contact form here: <https://www.jal00t.com/contact/>

Regardless of topics mentioned, Jal holds the right to refuse any commission without providing a reason as to why.

1. Jal draws
 - a. Human beings
 - i. Characters of franchises
(Incl. Alternate Universe versions & Mild canon divergence (F.e. different hair colour))
 - ii. Original characters
 - iii. Mildly anthropomorphized human beings
(F.e. a human with animal ears)
 - iv. Ships and pairings, (polyamorous) couples
 - b. Animals (only as add-on)
 - c. Objects (only as add-on)

- d. Mature themes
(Both in intimate and violent nature)
 - e. Explicit themes
(Both in intimate and violent nature)
2. Jal does not draw
 - a. Real people
(Such as people from the client's personal life, actors, singers, etc)
 - b. Anthropomorphized human beings/Furry
 - c. Mecha
(With exception of f.e. Androids with mostly human appearance)
 - d. Character which is heavily divergent from canon
(F.e. genderbending, changing of race, heavy in- or decrease in bodyweight, etc)
 - e. Children, Mpreg, pregnancy
 - f. Underage characters in intimate or violent settings
 - g. Animals in intimate or violent settings

REVISIONS

1. Revisions allow the client to request adjustments to a running commission.
2. Lineart works have a total of 1 revision opportunity included in their price.
3. Flat Colour and Full Work works have a total of 2 revision opportunities included in their price.
4. Revisions included in the price can be requested at any time during the commission flow.
 - a. Revisions may come with additional fees in case they are complex or occur far ahead in the commission flow. (The earlier an adjustment is requested, the easier it is to integrate)
 - b. In case of additional fees, these will be added to the remaining 50% of commission price left to pay (if applicable).
 - i. In case a commission has been paid 100% but more charges are added because of late add-ons adjustments, these costs will have to be paid in order for the client to receive their finished commission.

WORK & PAYMENT FLOW

In general the client may expect Jal to be very communicative and transparent. Jal will always inform his client of updates, difficulties, pricing, timings, and so on, in a timely fashion and with clear communication.

1. To initiate a commission, the client fills in the form on the page <https://www.jal00t.com/commissions/>
 - a. Standard and Deluxe Patreon members have a separate form with cheaper prices. All info on where to find this form and how to utilise it can be found in this Patreon only post: <https://www.patreon.com/posts/91369612>

2. Jal will respond with an email with more information such as estimated start and finish dates and pricing. At times, Jal will need to research the commission further in order to figure out if he will be able to offer a money's worth artwork. Regardless, communication occurs in a timely manner.
3. When agreed upon a price and schedule, the client has to pay 50% of the total commission price via PayPal Invoice within 3 business days after email agreement for a Flat Colour or Full Work commission and 100% for a Lineart commission (unless stated otherwise).
 - a. Not paying in time will result in the commission being cancelled.
4. Each placed payment will be confirmed by Jal via email.
5. Revisions can occur at various stages during the commission. However, the later on in a commission a revision is requested, the more complex it becomes and the more likely it is that extra costs may be added.
 - a. Jal will always inform the client about revisions in the initial email conversation and warn the client about additional charges.
6. Email updates and revision possibilities on commissions can be requested during work stages which are 1) sketch, 2) linework, 3) linework refined, 4) flat colours, 5) solid colours, 6) finishing up (gradients, detailing, etc)
 - a. Depending on the commission, more or fewer updates may be expected than the aforementioned update stages.
7. The second half of the commission price (including any additional revision charges so far if applicable) for Flat Colour and Full Work commissions has to be paid around the Flat colour stage/before delivery of the finished commission (unless stated otherwise). (A more personalised payment date will be provided by Jal through email)
 - a. In case another revision charge takes place after the client has paid 100% of the commission price, these charges will have to be paid before delivery of the finished commission.
8. The commission will only be delivered when all payments have been processed and the full price including any added charges has been paid.

TANGIBLE GOODS

This option allows for the client to have their commission as a physical print and/or sticker sent to their home address.

1. This option is exclusively available to Patreon members of the Standard and Deluxe tiers only.
 - a. To activate this option, the client needs to use a separate Patreon commission form as well as validate their membership by adding the Patreon code and their email address into this form.
All info can be found in the following Patreon Only post:
<https://www.patreon.com/posts/91369612>
2. A tangible good needs to be requested along with the commission application and cannot be requested at a later stage during the commission's workflow.
3. A name and address will be required for Jal to ship the client's print to them.
4. The added price of these tangible goods includes shipping costs, a tracking code, as well as the work put into designing colour profiles, separate files, accounting, ordering and so forth done by Jal.

5. The print will be printed on heavyweight matte paper or premium silk shine photograph paper. This cannot be chosen by the client as it highly depends on the artwork's colours and details.
 - a. Medium prints measure approximately 7x5" (18x13cm) or 8x6" (21x15cm)
 - b. Large prints measure 12x8" (30x21cm)
 - c. Stickers will be approximately 2.8" (7cm) in length (longest side)
6. Depending on the artwork, adjustments may have to be made to allow them to be printed (colouring, backgrounds, etc) which will result in the physical print having (slightly) deviated from the commissioned artwork.
7. The print will be shipped out to the client within 31 calendar days after the commission has been finished.

WAIT LIST

1. The waitlist for commissions is publically viewable here in the tab 'Waitlist':
<https://docs.google.com/spreadsheets/d/12FafkKHGQkDz2-VswR0vMEYIK08Ao8cyPHW2Oxq4GM4/edit#gid=1993565559>
2. An approximate waiting time is included in the aforementioned list (1) in the "Waitlist" tab.
3. The list is worked through "First come first serve".
4. To secure a spot in a waitlist the client needs to only apply for a commission after which Jal will add them to this list (ONLY if Jal is willing to take on the client's commission). A spot is not secured until Jal confirms this via email.
5. Waitlist spots are free of charge and can be opted out of at any time by sending an email to info@jal00t.com
6. The spot secured in the waitlist is intended for the commission request provided in the commission form. In case the client wants a different commission, they will need to fill in the commission form again and secure a new waitlist spot.
 - a. It's the client's responsibility to let Jal know if they have adjusted* their commission.
**The term adjustment in this scenario means a severe deviation of the original commission idea provided in the form the client filled out. Minor adjustments will serve no issue and the client can just maintain their waitlist spot in this case.*
 - b. Jal has the right to skip over a commission solely based on the client's failure at informing him of having changed their commission idea before Jal's gotten around to their turn.
7. It's the client's courteous responsibility to let Jal know if they no longer want a spot in the waiting list. Though remaining in the list won't result in a fine, it still takes someone else's spot who may be scared away from even applying and hence this interrupts Jal's flow of business.

COPYRIGHT, USE & SELLING

1. All published and unpublished commissions are not to be reproduced, resold, edited, copied or manipulated without explicit written consent from Jal himself via email (info@jal00t.com) interactions with the client.

- a. This includes unfinished artworks, sketches and lineart artworks which can not under any circumstances be picked up by another artist or the client.
2. Purchasing a commission does not make the client the owner of the original artwork portrayed within it.
3. Printing of a commission is allowed for personal use only.
 - a. Reselling is prohibited!
4. Online sharing of a commission is allowed when taking into consideration the following;
 - a. Mandatory;
 - i. When the client shares their commission on social media as a post or banner, includes it in a video or posts it anywhere online with an audience, Jal's Instagram (<https://instagram.com/jal00t.art>) has to be tagged or mentioned where possible.
Exception; when the client uses their commission as their profile picture, mentioning of Jal's Instagram, website or other social media isn't mandatory, but still appreciated.
 - ii. Only the version(s) with the COMMISSION WATERMARK can be shared online (this includes any forums and chat services such as f.e. Discord servers).
 - b. Prohibited;
 - i. Slander is prohibited,
 - ii. Claiming to be the owner of the artwork portrayed in the commission is prohibited,
 - iii. Reselling, copying and editing is prohibited,
 - iv. Intentionally cropping out watermarks is prohibited,
 - v. Sharing the original file in its original dimensions without the Commission watermark, and hence offering a high quality version to others, is prohibited,
 - vi. Using AI technology on the commission or allowing it to scrape the artwork is strictly prohibited!
 1. Please be mindful of where you post your commission as many social media apps now allow AI technology to scrape their content.
In some cases you can go into your settings and prevent this from happening (f.e. On Tumblr where you can go into your blog settings and option to disallow your content from being shared with Third Parties).
5. Jal has the right to post a client's commission on his own social media or website.
6. Jal respects discreteness at all stages and does not share a client's information with anyone nor publishes it alongside a commission (if applicable).
7. Though a rare occurrence, Jal can use an altered* version of the client's commission to sell as prints, stickers, merch, etc without sharing any of the profits or expenses with the client, without leaving a mention of the artwork having been commissioned and without notifying the client about this.
*Altered means the same artwork in a different colour scheme or with something different added/subtracted from it so it deviates from the original commission the client received.

- a. In case the client is highly opposed to this, they are in their right to mention this to Jal BEFORE any payment is placed (this does not, however, guarantee exclusivity of their commission)
 - b. Jal does serve the right to refuse exclusivity even when requested by the client (this will be communicated upfront before payment if the client has initiated the topic of preferring an exclusive commission)
8. Jal can publish the commission (and any altered versions) no sooner than 5 calendar days after the client has received their commission.
 - a. The client can share the commission immediately.
9. Jal has the right to post sneak-peeks and updates on a running commission on his social media but refrains from sharing the work in its entirety during the process.
10. The client nor Jal are obliged to share the commission online.