

Tamara Osborn aka GolightlyFinch
Digital character designer & illustrator



Artist Terms of Service

Please read the following before hiring me. If you are contacting me, for personal or commercial work, I will assume you have read my terms of service.

General Terms:

Please write in a clear and nice manner.

Provide neat references.

No wall of text.

Any ill behaviour will not be tolerated and your commission will be cancelled if it occurs.

Definitions:

Artist: The individual producing the Commission (“Tamara Osborn” “@golightlyfinch”).

Client: The individual purchasing the Commission.

Commission: The form of service provided by the Artist to the Client per the Commission Agreement.

Commission Agreement: The discussion, documented via email (or where email is not available, via social media or Discord), in which the Artist and Client agree to the subject matter and type of Commission to be produced, the Commission price, the point in time in which the Artist is expected to commence in Start of Work, and – if applicable – the Commission deadline, early termination circumstances, rush fees, and/or whether or not the Commission can be immediately displayed in the Artist’s portfolio. This Commission Agreement shall remain on record with the Artist, along with any other documents related to the Commission, for at least two years.

Start of Work: The point in time by which the Client has approved the Artist to start work on the Commission (e.g., Artist begins to create the Commission).

Commercial Purpose: Any image or project to be commissioned that does not fall under the type of use specified in these Terms of Service. New Terms of Service shall be developed and agreed upon in a Commercial Purpose Commission Agreement prior to Start of Work.

Commercial Purpose Commission Agreement: A Commission Agreement developed specifically for Commercial Purpose Commissions. A Commercial Purpose Commission Agreement requires separate Terms of Service, developed on a case-by-case basis.

Terms:

1. The Artist has the right to refuse any Commission request, without needing to explain the reason.
2. The Artist reserves the right to stop work on a Commission, or cancel a Commission request due to poor communication, rude/inappropriate behavior, an inability to effectively communicate in the English language, or a breach of these Terms of Service.
3. The Artist will not create any depiction of sexually explicit (i.e., "x-rated", pornographic, simulated sex, or sexual arousal) materials, furrries, fetishes, morally questionable content or any form of hateful or racist imagery.
4. The Artist will not reproduce a copyrighted image or character without consent of its copyright owner.
5. By commissioning the Artist, the Client is purchasing the Artist's labor only. The Artist retains all rights to the Commission, which includes but is not limited to: Distribution, reproduction, use of the Commission for Artist promotion; or as it applies to new Terms of Service agreed upon in a **Commercial Purpose** Commission Agreement as defined in the Definitions section herein.
6. The Client must specify the content of their Commission to the best of their ability prior to a Commission Agreement. A complex Commission may incur additional illustration fees, to be defined and agreed upon in the Commission Agreement prior to Start of Work.
7. The Client must specify the desired display size of the Commission. A large display size may incur additional illustration fees, to be defined and agreed upon in the Commission Agreement prior to Start of Work.
8. If the Commission is time-sensitive, a rush fee may be applied, to be defined and agreed upon in the Commission Agreement prior to Start of Work.
9. If the Commission is defined as confidential in the Commission Agreement, the Artist will temporarily delay public display of the image at the request of the Client and as defined in the Commission Agreement until such time the Commission Agreement specifies public display is

permitted. A Client may not request the Artist to complete a Commission without defining the timespan in the Commission Agreement to eventually allow the Artist to publicly display the image.

10. The Client may not distribute, reproduce, or otherwise profit from the Commission, beyond the resale of the original Commission, or as it applies to new Terms of Service agreed upon in a **Commercial Purpose** Commission Agreement as defined in the Definitions section herein.

10a. The client may not edit, alter, or trace the Commission without the Artist's expressed, written permission, or as agreed upon in the Commission Agreement prior to Start of Work.

11. The Client may display the Commission online as long as the Artist's name ("Tamara Osborn or @golightlyfinch") is prominently displayed along with a link to www.golightlyfinch.com. Additionally, any online or public display of the Artist's Commission must notify the Artist, unless already defined in the Commission Agreement prior to Start of Work.

11a. The Client cannot display a Commission outside of Personal Space or in a Public Space unless the Commission is executed under new Terms of Service agreed upon in a **Commercial Purpose** Commission Agreement prior to Start of Work. The Client must obtain written permission from the Artist prior to displaying the Commission in a Public Space if not already defined in the Commission Agreement; additional fees may apply.

11b. Under no circumstances may the Client submit a Commission to any kind of contest.

12. Digital art Commissions will be provided to the Client via email or an online download location in .jpeg format; this does not include the Commission native files (e.g., .psd, .tif, etc.), unless agreed upon in the Commission Agreement, or thereafter, the Client obtains written permission from the Artist. The Artist is not responsible for the cost of any digital media device [e.g. CD, DVD, flash drive, etc.] or print of a digital art Commission.

13. The Artist is not responsible for printing [creating a hard copy of] a digital art Commission for the Client unless agreed upon in the Commission Agreement.

14. If the Commission is for **Commercial Purpose**, the Artist must be notified prior to the Start of Work. Commercial use of the Commission will be decided on a case-by-case basis. New Terms of

Service must be written and agreed upon in a **Commercial Purpose** Commission Agreement before the Start of Work.

15. The Client may request a preview of the Commission at any time during the creation process, but may not request changes to the Commission after Start of Work, unless a change process is agreed upon in the Commission Agreement prior to Start of Work.

16. The Client may not incorporate the Commission in another work of art (or another Artist's Commission).

17. Refunds may only be issued if the Client notifies the Artist prior to Start of Work. No refunds will be issued after Start of Work, nor will a refund be issued before or after Start of Work if any of these Terms of Service are breached. Additionally, the Artist has the right to revoke access to, and stop work of, the Commission at any time after Start of Work if these Terms of Service are breached.

Required Client Information

- Email Address: The Client is encouraged to contact the Artist via email (golightlyfinch@gmail.com) or social media to query a Commission.
- Other Forms of Communication: The Client may request a different form of communication (e.g., Instagram or Twitter direct message, Discord etc.) to discuss a project before signing a Commission Agreement. However, the Artist must have the Client's email address when entering into a Commission Agreement after query and discussions are complete.
- Age: If the Client is under 18, the Client must supply contact information for a parent or guardian. The Artist reserves the right to contact the parent/guardian of an under-aged Client, to ensure that there is no breach in the Terms of Service, and the Client is able to pay for the Commission.
- Specifications for Commission: Please refer to Term 3, Term 4, Term 6, Term 7, Term 8, and Term 9 for guidance.

Payment

- Payment: The Artist requires all payment up front before Start of Work, unless otherwise agreed upon in the Commission Agreement.
- Currency: All prices are expressed in Great British Pound (GBP), and payments are expected to be made as such. The Client is responsible for providing the correct amount, equal to the GBP amount. Please visit [XE.com](https://www.xe.com) for accurate currency conversions.
- Method: The Artist's preferred method of payment is via [PayPal services](#).
 - **For Clients with PayPal**: This [link](#) provides a direct PayPal transfer to the Artist.
 - Additional payment methods can be made available to the Client upon request.
- Cancellation: Please refer to Term 17 for refund policy.