

# Clove Apple's Terms of Service

ALL ARTICLES OF THIS TERMS OF SERVICE AGREEMENT ARE APPLICABLE UNLESS SPECIFICALLY OUTLINED IN THE FINAL, WRITTEN AGREEMENT BETWEEN CLIENT AND ARTIST.

Note: If the terms change between the commission and its completion, the client is not held responsible for changes made. Rights mentioned for a "commissioner" apply to trades as well. LAST UPDATED Apr. 26, 2025

## PAYMENT

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- Paypal, CashApp, or Venmo. USD by default. Ask about other methods. I DO NOT accept cryptocurrency, through Paypal or otherwise.
  - Send as a service (click the dropdown box and select "no shipping required").
  - Send as a good (keep your address in the dropdown box) ONLY if the product will be shipped.
  - For both our sakes, do not ever send as a gift!
    - Receiving too many gifts flags a seller's account for suspension. Sending money as a gift removes one's buyer protection.
- There are a few payment options.
  - PAYING UPFRONT is the fastest.
  - PAYING AFTER THE SKETCH is possible. The received sketch will be of an unusable resolution and watermarked until the required amount is paid in order to prevent theft. I may be slower to get to the sketch depending on my other queue work.
  - SPECIFIC PAYMENT PLANS, such as 50/50 payments, are also an option. I am very accommodating with these. These operate by completing exactly half of the commission (or a third, fourth, etc) until I am covered for the next half (third, fourth, etc).
- Expect any payment plan containing more than 2 payments to incur a small 'installment fee' into your final payment.
- Slots may be reserved for up to two weeks without payment. If two weeks pass, you will be removed from the list. I will notify you of your lost spot. If you wish to renew it, it will be placed where a new commission would be placed in-queue.

- During the time your slot is reserved, the cost for the work will not be affected. If your slot refreshes, however, any new prices will be applied.
- If a deadline is agreed upon for your payment, and you miss the deadline, you may need to pay more to cover the deadline.
  - If the commissioner misses more than 2 deadlines, I have the right to refund any overdraw and cancel the commission.
- If you need a refund, just ask me. I will always give one. See “Refunds” section for more info. DO NOT initiate a chargeback.
  - The only acceptable reason for a chargeback is if you have tried several times but cannot establish contact through any medium, and the Paypal deadline is upcoming.
- Every commission price on my list is for PERSONAL ARTWORK ONLY. If the art you need is commercial, ask for my commercial rates.
- ***I will never spend your money until your commission is complete, period.*** This is so I can always refund a commission if the client deems it necessary.
- Please be respectful so I do not have to change payment policy in the future.

## ARTIST AND COMMISSIONER RIGHTS

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- You may not claim my art as your own or use it for profit purposes. I have ownership of the art I create, and all the rights not otherwise mentioned in this ToS.
- You may not use my works in generative AI dataset training in any way.
- Unless a piece was completed specifically for you, you may not repost it, and you are not entitled to any other rights that a commissioner receives unless stated otherwise.
- You retain all rights to your character’s design, of course, even if I have designed it myself as part of a custom or ref sheet.
- Unless otherwise specified, any person who has commissioned me will receive these rights for their image(s):

- Permission of reposting the small, signed version to social media with credit.
- Editing of the work I have done by the client. This includes coloring lineart commissions. The client **must**:
  - Credit me for *only* the work I have done
  - Credit themselves for the work they have done
  - Show me the edited version and gain my approval before the client posts the work publicly
- Editing of the work I have done by another artist. The client **must**:
  - Ask me for my permission first
  - Let the artist know whose piece they are modifying
  - Credit me for the work I have done
  - Credit the other artist for the work they have done
  - Show me the edited version and gain my approval before anyone posts the work publicly
- The client may make prints of the artwork for personal use only. They may give copies to their friends and family, but only as gifts, and not as a transaction (it must not require payment of any sort).
- If I request the artwork be taken down, you must take it down.
- I reserve the right to refuse a commission for any reason.
- I like to keep my gallery SFW.
  - I will draw artistic nudity and NSFW ref sheets, provided I am compensated to make a SFW version to post publicly, **or** paid for a private commission.
  - If you're unsure, don't be afraid to ask; I'm not judgmental!
- My adoptable purchase policy:
  - You may change the design in any way you like.
  - You may resell the design at any point in time for any amount.
  - You may NOT use or repost the art drawn for the adoptable without crediting me as the artist.
- I reserve the right to use any art pieces for the following purposes:
  - Examples
  - Advertisement
  - Prints or merchandise (permission will be sought)
- I retain no responsibility or liability for what the client or third

parties do with the artwork once the artwork is completed.

## TURNAROUND

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- Turnaround varies a lot, depending on the current queue and the complexity of the image, so I will give you an estimate upon the initial agreement. As a general rule, expect the following turnarounds:
  - *Icons and simple comms (chibi, bean, etc): 3 days - 1 week*
  - *Sketches, colored sketches, lineart: 1 - 2 weeks*
  - *Flats, simple shading: 2 - 3 weeks*
  - *Cel, full color: 3 weeks - 1 month*
  - *Standard ref sheets: 2 - 4 months*
  - *With background or extra character: +1 week - 1 month*
- Regardless of complexity, commission turnarounds almost never reach six months (as long as communication is reliable). Ref sheets are a possible exception depending on the queue.
- Feel free to message me about your commission if you want an update on how things are going, but don't do it excessively; no more than once per week.
- I loosely prioritize commissions over trades. However, if the trader completes their half before I do, the priority becomes exactly the same.
- I may stop taking commissions at any time so that turnaround is faster for the previous customers.

## REFUNDS

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- I do not enforce refunds instead of completing the art in most circumstances. There are exceptions for rude or harsh behavior, and once refunded, the refund cannot be challenged.
- If I have not yet started your commission, a full refund can be

given.

- If work has not been started, you may change what you want the piece to be as well.
- Once the work is complete, no refunds can be issued.
- You must pay for any work that has been completed. When the commissioner initiates a refund, the amount returned will always be equal to or less than the cost of the final image minus the cost of the nearest WIP stage.
  - For example, refunds right after the sketch stage would be the cost you paid minus the cost of a sketch of your subject. If I had just begun work on coloring, the refund would be the cost you paid minus the cost of lineart of your subject, since you cannot use a barely-colored image.
  - You will receive the nearest completed standalone stage as well as the current progress on the image if refunds are given this way.
- In the event I do have to refund you through my own decision- be it personal preference or extreme client behavior- I will refund the entire amount.
- In the event I have lost contact with a client through no fault of my own for 6 months or more, I will provide a partial refund, based on work completed prior to losing contact. If they return, they can choose to either keep their partial refund or pay it back to continue with the commission.

## **WORK-IN-PROGRESS IMAGES (WIPs) AND REVISIONS**

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- WIPs are allowed at any time and at any state of completion unless stated otherwise.
- WIP images for an unpaid commission will always be unusably small and watermarked until the agreed-on amount has been paid.
- If I am kept waiting on a commissioner to respond to a WIP message or final picture, if they have gone one week without providing any communication and the message is read, then, barring advance warning, I may continue with the commission or post it.

- If the message remains unread, I am more likely to wait longer, sending further notes if necessary. However, this does mean your commission's completion time will be delayed.
- I am not responsible for deadlines missed due to poor customer communication. Please make a note if your deadline is more important than your stage approvals.
- My Trello [HERE](#) contains real-time progress updates on all pieces, both its percentage and its state of completion. These are available in case you'd ever like to know the status of your commission without waiting for a response.
- For most finished commissions, the sketch and flats WIP are provided by default. To see the WIPs for every commission type, see my [commission information tab](#) on FA or check the [Commission Information cards](#) on my Trello.
- If you want a WIP at any time, unless otherwise stated you may PM me and I will provide if work has been started.
- I allow for one complete do-over of the rough sketch stage during most commissions. The original sketch may be sold as a YCH once defining traits are removed.
  - Sketch commissions will not have the “do-over” option.
- During the sketch stage, up to 5 different small-to-medium edits can be done for free, but I may charge earlier if the commissioner is too unclear. Redlines help a lot!
- For lineart and onwards, revisions are case-by-case. I allow up to 5 very small revisions for free. I reserve the right to set a fee for any revision if I feel it is necessary.
- If I miss a marking, design or detail that is clear and obvious on your ref sheet or commission concept, fixing that does not count against your revisions, as long as this is caught at its earliest.
- Asking for revisions and/or providing critique is **ENCOURAGED!** Even if I cannot change the image without a fee, it's great to know for future reference.

## **ARTISTIC PROCESS / MISC**

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- Overall, I work first-come-first-serve.
- This process is somewhat loose. I often give out WIPs out of order, and sometimes I will complete smaller commissions before larger ones.
- You will usually receive some sort of WIP within about two weeks to a month, depending on complexity. Normally, once I've gotten started, I work quickly.
- I work well under both strict guidance and artistic freedom. However, if you want freedom, be sure that's what you really want.
- I will do "rush commissions" for an additional fee. Under normal conditions, a commission is considered "rush" if it is needed with less than two weeks' notice. This differs depending on how complex the commission is and how long my queue is. This fee will be larger or smaller depending on how many hours overtime are necessary to complete it by the deadline.
  - In the event I miss the deadline, I will refund you the fee, and if the art was for a very time-sensitive event (agreed upon before payment), I can refund you in full for the commission regardless of completion level.
- The client must pay for shipping if shipping is necessary, and I can provide a tracking number if requested.
- I store my PSD files for no less than one month after the completion of the commission. Ref sheet files are stored for no less than one year.
  - While you can always ask beyond that point, I cannot guarantee I will still have the file in order to make changes to it, even when payment is offered.
  - Reference sheet commissions, in particular, are extremely malleable even after the commission's completion. I will happily make edits to a reference sheet months later, provided there is adequate compensation.
  - Even if I no longer have access to the PSD file, I am still willing to make changes directly on top of the sheet.
- I am very friendly and enjoy working with my commissioners. Don't be afraid to approach me for an update or ask for a change!

BY COMMISSIONING ME, YOU ARE HEREBY AGREEING TO THE TERMS  
EXPRESSED ABOVE.