

graveyardest

Terms of Service

Commission Agreement & Client Guidelines

Last updated: May 2026 · Version 1.2

1. Preamble

These Terms of Service ("ToS") constitute a legally binding agreement between "graveyardest" ("Artist", "I", "me") and any individual or entity requesting artwork ("Client", "you"). By submitting a commission inquiry, making any payment, or approving any stage of a commission, you confirm that you have read, understood, and agreed to every clause set forth in this document.

These terms exist to protect both parties and to ensure a smooth, professional, and enjoyable creative experience. If you have questions about any clause before commissioning, please ask — I am happy to clarify.

 *This ToS is subject to change at any time without prior notice. The version in effect at the time your commission begins is the one that applies to your order.*

2. General Conduct & Eligibility

By commissioning me, you confirm that:

- You are 18 years of age or older. Commissions will not be accepted from minors under any circumstances, regardless of content type.
- You are not misrepresenting your identity, age, or intended use of the artwork.
- You agree to communicate respectfully and in good faith throughout the process.

I reserve the right to refuse service to anyone, at any time, for any reason, including but not limited to: disrespectful or abusive behavior, violation of these terms, or discomfort with the requested content. No explanation is owed in such cases.

3. Scope of Work

3.1 Available Services

I offer a range of digital illustration services, including but not limited to:

- Illustrations (full-body, bust, headshot, scene, etc.)

- Reference sheets (character refs, outfit refs, turnarounds)
- Badges (con badges, ID badges, profile badges)
- Other digital image-based artwork upon request

 *The exact scope of each commission is defined at the time of inquiry. Additional elements requested after work has begun may incur extra charges or be declined.*

3.2 Content Policy

I produce both SFW (Safe for Work) and NSFW (Not Safe for Work) content. The following rules apply:

- All commissions are subject to the age eligibility requirement stated in Section 2.
- NSFW artwork will not be publicly posted by me on any platform. It remains private between myself and the commissioning client. However, an agreement can be reached about posting such pieces.
- I reserve the right to decline any content I find personally objectionable, without being required to specify a reason.
- Content involving real individuals without their explicit verified consent will not be created.
- Content that sexualizes, demeans, or targets real people in a harmful way will not be created under any circumstances.

3.3 Prohibited & Refused Content (Hard Limits)

I maintain an unconditional list of content I will not create under any circumstances. These refusals are absolute, non-negotiable, and will not be revisited regardless of framing, fictional context, artistic justification, or any other argument presented. No exceptions will be made.

I will never produce artwork depicting or promoting:

- **Sexual or romantic content involving minors** in any form, including fictional, stylized, or ambiguously aged characters presented in a sexual context. If a character's age is unclear and the requested content is sexual in nature, I will not proceed unless the character is explicitly and unambiguously established as an adult. Attempts to circumvent this rule by retroactively aging characters or using vague descriptions will result in immediate termination of the commission with no refund.
- **Zoophilia or non-consensual sexual acts** of any kind, including between fictional or anthropomorphic characters presented in a realistic or gratuitous manner.
- **Hate speech, discrimination, or ideological violence** — including content that dehumanizes, targets, or incites hatred against individuals or groups based on race, ethnicity, religion, gender, sexual orientation, disability, nationality, or any other characteristic.
- **Glorification of real-world atrocities, war crimes, genocide, or acts of mass violence**, regardless of fictional framing.
- **Content designed to harass, threaten, or harm real, identifiable individuals.**
- **Propaganda for extremist, terrorist, or criminal organizations**, including symbology, imagery, or messaging associated with such groups.

Submitting a commission request containing any of the above constitutes a breach of these Terms of Service. The request will be declined, the client will be permanently blocked from future commissions, and no refund will be issued if payment has already been made.

I take these limits seriously — not merely as a professional policy, but as a personal and ethical commitment. My work is a reflection of my values, and I will not compromise them.

3.4 File Delivery

Finished artwork is delivered digitally. Standard delivery formats include PNG, JPG, PSD, and other lossless or standard static image formats. The following conditions apply:

- Resolution is always 300 PPI (pixels per inch), suitable for both digital use and high-quality print.
- Resolution adjustments may be made solely at my discretion to accommodate hardware and processing limitations. Clients will be informed of any significant deviation.
- Files are delivered via a private link, direct message, or agreed-upon channel. It is the client's responsibility to save and back up their files upon receipt.
- Source files (e.g., PSD with layers) may be requested but are not included by default — ask before commissioning if this is needed, as it may affect pricing.

4. Payment

4.1 Accepted Currencies & Methods

I accept payments in the following currencies:

- Brazilian Real (BRL) — via Pix
- US Dollar (USD) — via PayPal
- Euro (EUR) — via PayPal

Invoices will be issued in the currency agreed upon at the time of inquiry. Currency conversion, exchange rate fluctuations, and any fees charged by PayPal or your bank are the client's responsibility.

4.2 Payment Schedule

Commissions follow one of two payment structures, chosen at the time of inquiry:

- Full payment upfront: 100% of the agreed price is due before any work begins.
- Split payment: 50% is due before work begins; the remaining 50% is due after the sketch is approved and before linework/coloring proceeds.

 *Work will not begin until the initial payment has been received and confirmed. Approval of the sketch implies consent to proceed and triggers the second payment (if applicable).*

4.3 Pricing

Prices vary depending on complexity, character count, level of detail, and type of commission. A price quote will be provided during the inquiry phase. Quotes are valid for 14 days from the date of issue.

I reserve the right to adjust prices at any time. Quotes provided before a price change are honored within their validity period.

5. Commission Process & Revisions

5.1 Workflow

The standard commission process follows these stages:

- Inquiry & Quote — client submits a detailed description; I provide a price and timeline estimate.
- Agreement & Payment — both parties agree on scope; initial payment is made.
- Sketch — a rough composition draft is shared for review.
- Sketch Approval — client provides feedback or approves to proceed.
- Linework & Coloring — the piece is refined and rendered.
- Final Delivery — the completed file is delivered in the agreed format.

5.2 Revisions

I want you to love the final result. To that end:

- Up to 5 (five) free revisions are included across the sketch and coloring stages combined.
- Revisions requested during the sketch stage are the most efficient and least costly for both parties.
- Revisions requested after the linework or coloring is well underway may have limited scope or require additional time.
- Additional revisions beyond the included 5 are available at a rate of USD \$5.00 per revision (or BRL equivalent at current exchange rate). This will be invoiced before the revision is applied.

 A "revision" means one round of feedback and changes. Significant alterations to pose, composition, or design after approval of a previous stage are considered redesigns and may be quoted separately.

5.3 Turnaround Time

My average turnaround time is 14 (fourteen) business days per commission. This is an estimate, not a guarantee. Factors such as commission complexity, queue length, personal health, or emergencies may affect delivery time.

I will always communicate proactively if a delay arises. If you have a hard deadline, inform me before commissioning so I can assess feasibility. Rush fees may apply.

6. Cancellations & Refunds

6.1 Client-Initiated Cancellations

Cancellations are handled based on the stage of completion at the time the request is made:

- Before sketch begins: 100% refund of any amount paid.
- After sketch is shared but before approval: 50% refund of total agreed price.
- After sketch is approved or during linework/coloring: No refund will be issued.

 *Once a sketch has been approved by the client, significant resources (time, effort, and material costs) have already been committed. For this reason, no refunds are available after approval.*

6.2 Artist-Initiated Cancellations

If I am unable to complete a commission for any reason, I will notify the client as soon as possible and issue a full refund proportional to the work not completed. Partially completed work remains my property unless otherwise agreed.

6.3 Client Non-Response & Abandonment

If a client becomes unresponsive during the commission process:

- The commission will be placed on hold and the client's files will be preserved for up to 7 (seven) calendar days from the last contact attempt.
- If no response is received within 7 days, the commission may be cancelled at my discretion.
- Any refund that would otherwise be owed becomes void upon cancellation due to non-response.
- I will make at least two documented contact attempts before initiating abandonment cancellation.

If the client reaches out for me after the said period, an agreement can be made about completing or re-briefing the commission from scratch. However, refunds won't be issued.

6.4 Slot Reservation & Queue Priority

A commission slot is not reserved or guaranteed until payment has been received and confirmed. Expressions of interest, informal inquiries, or verbal agreements — regardless of how detailed — do not constitute a booking and do not hold a place in the queue.

- If a client has been quoted and approved but has not yet completed the required initial payment, their slot may be offered to another client who is ready to pay without prior notice.
- Quotes are valid for 14 (fourteen) calendar days. If payment is not received within this period, the quote expires and the slot is released. A new inquiry will be required to re-enter the queue.
- Queue position is determined solely by the order in which confirmed payments are received. Interested clients who have not yet paid are not considered part of the active queue.
- I am under no obligation to hold or waitlist slots for unpaid inquiries. Clients who wish to secure a specific opening in the schedule are encouraged to complete payment promptly upon receiving a quote.

 *Payment is the only action that secures your slot. If you are interested in commissioning me and a slot is available, please complete payment as soon as possible to avoid losing your place to another client.*

7. Rights & Usage

7.1 Client Rights

Upon full payment, the client is granted the following rights:

- Personal use: posting, sharing, and displaying the artwork on personal social media profiles, galleries, or websites.
- Commercial use: use in merchandise, products, or monetized content is permitted without additional licensing fees.
- Credit is not required for personal use, but is always appreciated.
- For commercial use, credit to graveyardest as the original artist is required in a reasonably visible location.

7.2 Artist Rights

I retain the following rights over all artwork I produce:

- I retain full copyright over all artwork I create.
- I reserve the right to post any SFW commission publicly on my portfolio, social media, and promotional materials, unless the client requests otherwise in writing before work begins.
- NSFW commissions will not be publicly posted. This applies to all platforms.
- I may use finished work in time-lapses, process videos, or educational content, provided that NSFW work is not included.

7.3 Prohibited Uses

The following uses of commissioned artwork are strictly prohibited without explicit written consent from me:

- Reselling or redistributing the original artwork as-is to third parties.
- Claiming the artwork as your own creation.
- Using the artwork to train AI systems or machine learning models.
- Using the artwork for political campaigns, propaganda, or content promoting hate or discrimination.

 *Violation of usage terms may result in a DMCA takedown request and/or legal action. These rights are taken seriously.*

8. Artificial Intelligence Policy

I am a human artist. All artwork produced under these terms is created manually by me, using traditional digital illustration tools and techniques.

The use of AI-generated imagery will not be passed off as part of any commission deliverable. As stated in Section 7.3, clients may not use commissioned artwork to train AI models. This applies to all forms of machine learning datasets, whether commercial or open-source.

9. Chargebacks & Payment Disputes

Initiating a chargeback or payment dispute without first contacting me to resolve the issue in good faith is considered a serious breach of this agreement. In such cases:

- All rights granted to the client under Section 7.1 are immediately revoked.
- The artwork may be publicly identified as subject to dispute.
- I reserve the right to pursue recovery of funds through applicable legal or platform-based channels.

If you have a genuine concern about a payment or delivery, please contact me directly first. I am committed to resolving disputes fairly and promptly.

10. Communication

All commission-related communication must take place through agreed-upon channels (e.g., direct message, email, or platform inbox). I aim to respond within 1–3 business days.

Please provide detailed references, descriptions, and preferences upfront. The more information I have at the start, the fewer revisions will be needed and the faster your commission will be completed.

I work in my local time zone (Brazil / BRT, UTC-3). Response times may vary on weekends and holidays.

11. Limitation of Liability

My liability is limited to the amount paid for the commission in question. I am not responsible for:

- Lost or corrupted files after delivery has been confirmed.
- Any business losses, reputational damage, or indirect losses resulting from use of the commissioned artwork.
- Delays caused by events outside my control (illness, internet outages, family emergencies, etc.).

I will always make a good-faith effort to deliver quality work on time and to communicate openly if issues arise.

12. Acceptance of Terms

By submitting a commission request or making any payment, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service in their entirety.

These terms represent the entire agreement between the artist and the client with respect to any commission and supersede all prior communications, discussions, or agreements.

Thank you for supporting my work. ♥

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