

Terms of Service

Please read and thoroughly understand our agreement as stated here. By commissioning the artist, aetrialax, you agree to these updated terms as of September 11, 2023. Any violation to these terms may be subject to canceling the commission:

1. Commission Pre-mortem:

- 1.1. **Any subject matter is on the table.** I don't have a lot of hard Nos for the kind of content you would like to be drawn as I am generally open to hearing such ideas, even if some may be disturbing or dark (e.g. Guro/gore, grotesque). However, please know that there is some content that I genuinely struggle with executing.
 - 1.1.1. Below is a provided list of what I tend to avoid drawing or have difficulty with.
 - Mecha, vehicles, machinery
 - Elaborate animals/ creatures (not including furies, anthropomorphic characters, non 4-legged monsters)
 - Heavily-detailed/ emphasized backgrounds
- 1.2. **Right of Refusal.** I reserve the right to refuse a commission should I deem it uncomfortable for me to make or assess that it is out of my skill level and unable to continue working with the piece. In such cases, you may be eligible for a partial refund (see more on Rule 2.1).
 - 1.2.1. Though interest is expressed from either parties, requests will always be reevaluated first by the artist. As such, please fill in the form found in the website so I can easily backtrack what it is the client wants.
 - 1.2.2. If the client is found disrespecting the stated Terms of Service or is exhibiting behavioral issues to the artist, it may be grounds to cancel the commission.
- 1.3. **Turnover time for the art will be subjective,** the date of when the piece will be finished remains dependent on the artist's current circumstances and the amount of demands need to be met from the piece therefore I will be working at my own pace. There is no definite time of when you will receive the finished piece, though expect that it may span from a week to even three months.
 - 1.3.1. Please do not rush me when I am working on your commission, though I understand the reason for doing so but try to avoid spamming my inbox.
 - 1.3.2. There will be bouts where I may not be responding through my social media as I am busy with other things (most likely culprit is me doing my academics), but don't worry, I'll send a message when able.
- 1.4. **Not a first-come first-serve basis.** Past work experience led me to understand how I work better and commission priorities will now be worked according to my comfort level, though this could be circumvented should the client avail a rushed commission (please see **FAQs** in the carrd site regarding what this entails). A waitlist is enforced for those wanting to avail for a commission and queue up for slots. Please refer to the waitlist in the website should you find yourself wondering about your commission.
 - 1.4.1. Please be patient as you move up the queue. I will give you updates in which slot you are currently in. Looking at your commission status on the website will let you know what the state of your commission is in as well.
 - 1.4.2. If you have a tight deadline please inform me immediately so I could assess if I will be able to tend to your commission in time, otherwise I will inform you to please look for a different artist if I come to the conclusion that I cannot make it in time.

- 1.5. **An initial sketched draft will be sent to you for your approval** once it is your turn. This will serve as the basis of the commission. Once approved, a Paypal invoice will be sent detailing what exactly the client asks from their commissions and my calculations along with it.
 - 1.5.1. From the total price, **at least 50% upfront is required** after confirming the draft I sent to you. Until this is paid, no further progress will be done to the draft at all and will not see completion.
 - 1.5.2. You are free to pay in full should that be less of a hassle but this is done so that both parties involved can avoid getting scammed.
 - 1.5.3. Prices are in USD currency for international clients and you will have to pay via Paypal. Local clients can pay through Gcash or bank transfers.

2. **During the Commission:**

- 2.1. If you decide to cancel at any point that I am working on your commission, payments made will not be refunded as effort and time has already been placed in the project.
 - 2.1.1. However, if it turns out that I cannot completely finish the commission in time due to some kind of emergency or any other reason, I will refund you in full or a percentage of the payment according to how complete the artwork is.
- 2.2. You may only have **one major revision for free**. Any more than that and I will be charging extra for every request you make. Requests for minor revisions are allowed and will not be charged though what constitutes as minor or major will be evaluated by me.
 - 2.2.1. More than one major revision is charged as things like this will set back the project's completion the more the client seems uncertain about it.
 - 2.2.2. This is the reason why sketched drafts are sent before paying for it and as I make use of it as my base for the drawing. This is also why reference, visual aids, and being very descriptive of what you want is of big help to the artist.

Please don't be afraid to be as detailed as you'd like for your commission, it will help me be as accurate as possible in visualizing what you like to be drawn.

3. **Commission Post-mortem**

- 3.1. **Copyright.** The artist reserves the common-law copyright to all works commissioned by the client that are created by the artist. This doesn't mean that the artist is claiming rights to the intellectual property or subject matter of the client should it be an original character of theirs. However, the product created from the artist's interpretation of the subject matter does.
 - 3.1.1. **Commissioned work will typically be used for my promotion unless the client has stated otherwise**, this means that I will be using the art that I've made to be put into my portfolio or used for advertisement purposes (i.e. my carrd.co site shows samples there). If the client wishes to keep it private please state so however, you will be charged higher for private commissions.
 - 3.1.2. **The finished pieces will always bear my watermark.** Personal use commissions can avail a non-watermarked version should the client request it but they cannot share this publicly online; this excludes sharing within personal circles of course, please feel free to share such pieces among friends. Clients who have availed commercial use for their piece will receive a non-watermarked version for the final product.
- 3.2. **Commissioned work is strictly for personal use only**, please do not resell, trace, or steal my art.

- 3.2.1. Copyright ownership will always belong to the artist as aforementioned, so any form of reproduction done by the client or a third-party is a violation of the terms of service you've agreed upon.
 - 3.2.2. If you would like to use it commercially, further discussion is in order. Do note that pricing will be different than the one posted in my commission sheets as profit will be gained from the mass-production of my work.
 - 3.2.3. Violating this can be subject to legal repercussions, don't let it lead to that.
- 3.3. **Strictly no feeding my art to Generative AI.** Even if you ask permission from me, I do not, will not, consent to letting machines learn from art that I've produced. Ever.
 - 3.3.1. You may not be aware but most generative AI art's databases are trained from thousands of artwork made by other artists who weren't even given the decency of a notification nor their permission to use their works as part of its learning base. Most of which, whose users pay for its services, without giving the actual artists behind the bot's artistic capabilities fair compensation. These would be otherwise classified as theft or plagiarism.
- 3.4. **You may edit the finished work as long as you give credit to me.** As an artist, I deserve the recognition for my efforts into creating as well, please understand and give importance to that.
 - 3.4.1. Editing the artwork does not include feeding it to AI and letting the machine do the editing for you. See rule 3.3.
- 3.5. **Reposting the finished piece is allowed** as long as you give credit to me in the post and link my social media.
 - 3.5.1. When reposting, make sure to post the piece that has my watermark on it, there are a lot of art thefts going around, don't make it any easier for them.