

Xuu's commissions: Terms of Service

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This document contains terms for digital artwork commissions intended for personal use.

Terminology

You are the commissioner. I am Lírio Bengaly, the artist. Artwork/product is the artwork commissioned. Those terms of use make a difference between "personal use" and artwork commissioned for "commercial use". Those terms are defined as:

Personal use:

- Displaying the commissioned artwork online, in places of free access
- Printing it for yourself
- Non-profitable

Commercial use:

- Displaying the artwork in places of paid access
- Using the artwork as a mascot, for merchandise or as a logo
- Printing, publishing, redistributing
- Selling, tokenizing, NFT
- Profitable

When you commission me to draw something for personal use, you pay me for the service provided rather than the final product. You are given some displaying, sharing and editing rights over the finished product. Your rights over the finished product are limited and will be explained through this document.

For commercial use commissions, a contract will need to be made. Contract must include things such as intended use, period said artwork will be used, agreement with my terms of service, deadline, values negotiated, etc. Please keep in mind that commissions for commercial use have completely different price from personal use commissions since you will be buying rights upon the artwork.

The commission process

Contact me if you are interested in a commission, state what you want and we can negotiate. Please send all your inquiries and questions via email.

You will only commission me to draw things you own or have permission to use. You hold all responsibility regarding permission to draw who or what is being portrayed. If you happen to not have permission to commission me certain thing, you will be the one who will have to deal with legal issues. If I get any messages regarding legal issues, I will expose your email as the commissioner.

I will not draw anything illegal or extreme. More info on what I will or I will not draw in the bottom of this document.

Once we agree on what is to be commissioned and payment is done, I will send you sketches (such as composition, shading and colour studies) and previews for approval. One is done after the other is approved, certain types of commissions might lack one or more of those steps. You will be informed of which steps will need your approval before the final product is sent.

After the final product is sent the service you paid for is completed. There might be differences between the final product and the work displayed in my galleries.

Contact about the commission is done exclusively through email. It is not my responsibility to try to reach the client through other methods. After a month without contact from the client, I'll try reaching them out again through email.

In the case the client fails to reply emails for over 5 months on an ongoing commission: I'll finish the work based on the last approved step, if there is no last approved step, I'll finish it based on which sketch I preferred. In this scenario, files will be sent with no refunds or edits.

NOTE: *if you have some sort of colour blindness or other sorts of vision impairment, please tell me about it and I will do what I can to make the commission best suited for you (colour blind palettes, higher or lower contrast than usual, sharper lines, etc.). You are also free to inform me of speech or communication issues you have and I will try to work it out with you.*

Edits

Edits can be done as I send you sketches/previews for approval. You can ask for edits up to two times for free. Afterwards any other edit, no matter how small, will cost extra, with a maximum of 4-6 edits total per commission. The prices are listed in the table below:

First edit	<i>Free</i>	Second edit	<i>Free</i>
Third edit	\$ 15	Fourth edit	\$ 30
Fifth edit	\$ 50	Sixth edit	\$ 50

Edits can only be done regarding which artwork step is being sent for approval. You can ask for alterations in a sketch while the artwork is being sketched, changing its base structure. Colouring edits can be done while the artwork is being coloured. You can't ask to change something in the artwork's base structure during the colouring process.

You will be informed of how many edits you can ask for free. Once the final result is approved the artwork will be sent and absolutely no edits will be made.

Characters can't be added in or out of a commission after invoice is paid.

Payment

- Payments are done via paypal invoice.
 - Brazilian residents have the option to pay via boletos or pix. I will use Banco Central's tool to convert from USD to BRL.
 - Payments are done upfront. I can work with half to start sketching/half after the sketch is approved for an extra 24\$ on the commission value.
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Refunds

- If you want a refund before I send the sketch for approval, or if something happens with me and I become unable to finish the picture, I offer a full refund.
- If the sketch is already sent, I offer no refunds.
- If more than a month has passed since last contact from your side, I offer no refunds.

If a refund is sued you have no right to use the pictures sent to you and those shall be repurposed for future commissions. Refunds may take up to a month to be sued.

You agree to contact me in case you need a refund, and I'll do so if I haven't started on the commission yet. You agree that once the commission has started and the sketch has been sent, there are no refunds. You agree to not use the chargeback feature for a refund, but instead to contact me, and that any attempts at a paypal chargeback are to be seen as bad faith from the client.

My rights

I keep all the rights over the commissioned artwork.

This includes but is not limited to: Distributing my artwork on galleries, portfolios, printing on art books, using it for self-promotion, on merchandise, and/or as price samples.

I can reject an inquiry without explanation.

Whenever possible, I'll credit you for your characters where the commission is displayed.

Your rights

If you buy artwork from me for personal use:

- You can't publish, make merchandise of, nor mass print the artwork or alterations of it.
- You are not allowed to use the artwork or alterations of it for profit, including using the artwork or its alterations as a base for adoptables or commissions, AI training, or using the artwork in crypto or as NFT.
- You can print it, keeping it as a physical copy for yourself, but it must not be submitted to mass printing sites.
- The commissioned work can't be used in or by commercial or non-commercial projects/organisations.
- You can share the artwork anywhere you want, with the exceptions of places where one would need to pay to view it (i.e. a paid tier of your patreon)
- You can edit, crop and alter the artwork. You agree that all alterations of the artwork will still follow the terms stated here, including that I keep all rights over it. (This is intended for avatars, reference/profile crops, or if you made edits to your character and want to change old art by me or yourself)
- You must always credit me as the artist of the picture wherever you display it. You can do so by leaving a link to one of my sites near/as the picture, or by stating my real life name (Nayane Bengaly) as the creator on a line next to it.
- You can't claim the artwork or its alterations as made by you.

Commissions of commercial use have their rights stated in the contract.

Restrictions

I will not draw:

- Anything NSFW for people under the age of 20;
- Offensive or hateful material towards communities, cultures, genders and sexualities;
- Illegal material, such as depictions or even implications of sexual abuse or minors in erotic context, including animal abuse;
- Extreme and/or unsanitary fetishes such as scat, watersports, prolapsing and the such;
- Scenes of torture, violent death "snuff";
- Depictions or implications of dehumanisation, fetishization or objectification towards a gender, race or community;
- Cigarettes and most other drugs.

I can accept to draw:

- Gore, if it is for the artistic point of it rather than showing torture;
- Teratophilia;
- Emetophilia and vorarephilia are a case by case scenario.

If you want to commission something and are unsure if I would be ok with it or not, contact me.

By commissioning me you agree with those terms and conditions. Infractioning with those terms will result in legal action against you.