



General Terms of Service

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Lu Seabun

Digital artist & character designer

[Mail](#) ◇ [Blue Sky](#) ◇ [Kofi](#) ◇ [Toyhou.se](#) ◇ [Trello](#) ◇ [Tumblr](#) ◇ Discord: [Lu.seabun](#)



◇ *Thank you for considering working with me!* ◇

By commissioning me or purchasing my character designs, you agree to my Terms of Service. Terms are subject to change, please read them carefully and check my [Trello](#) before placing your order.

Have a nice day!

Over-Simplified T.O.S

1. **Age:** You must be at least 18 years old or older to buy my designs or to commission any artwork.
2. **Prohibited Uses:** My artwork cannot be used for NFTs, blockchain, Artificial intelligence, or to publicly endorse any kind of hate speech or illegal activities.
3. **Boundaries** I reserve the right to decline any commission. Discriminatory or harmful behavior will result in a permanent ban and public blacklisting. Do not color-pick, trace, heavily ref or alter my art without my consent.
4. **Commercial Use:** Commercial commissions are subject to an additional fee, typically 2.5x-5x the final price.
5. **Private Commissions:** Private commissions are subject to an additional fee, depending on the privacy level and sharing preferences.
6. **Reuse of Work:** I have the right to reuse rejected sketches or designs for other private and commercial projects.
7. **Deadlines:** I do not work with tight or rushed deadlines.
8. **Refund Policy:** No refunds for finished designs. If no work is done by the deadline, you may request an 80% refund.
9. **Species:** Turning my one off designs into a closed species without my prior approval is absolutely prohibited.
10. **Blacklist:** Do not sell my designs to individuals on my blacklist.

Payment

★ Payment Methods:

- **International:** PayPal invoice.
- **National (México):** Bank transfer (BBVA | VISA).
- **Tips, bases, adopts:** Ko-fi.

★ Chargebacks:

- **In the case of refunds, I kindly request that you contact me** to discuss the refund process and agree on the payment details.
- **Anyone who files a fraudulent chargeback will be publicly blacklisted.**
- I have the right to reuse/repurpose the artwork to sell it to recover the funds.

★ Payment Deadline:

- Payment for adopts and commissions is due within **24-48 hours**. Late payments will result in **cancellation** and the slot/character design given to the next person.
- **Payment plans and holds are negotiable/discussable.** Frequent clients have access to longer payment times.

Copyright, Commercial Rights & Usage Policy

★ Personal Use Only (Default):

- Character designs and commissions are for personal use only.
- Commercial use (e.g., YouTube, Twitch, Vtubing, merchandise, etc.) is prohibited unless specified.

★ Commercial Rights:

- Commercial rights for one-off designs can be purchased:
 - Digital assets/streaming: x2.5 the final price.
 - Physical merchandise/products: x5 the final price.

★ Reuse of Rejected Work:

- I reserve the right to reuse rejected sketches and designs for other projects or personal work.

★ Copyright Ownership:

- I retain full copyright, including distribution, reproduction, and use for self-promotion.
- Commissioned work is for use by myself and the client(s)/commissioner(s) only.

★ Prohibitions:

- My artwork cannot be used for NFTs, blockchain related services, Artificial intelligence, or to endorse any kind of hate speech and illegal activities.
- Do not remove my signature, edit, trace, or alter the artwork.
- No create multiple designs from a single design with minimal variation to sell them individually.

Turnaround & deadlines

Queue Tracking:

- ★ My Trello is updated regularly to track the commission queue and progress.

Turnaround Time:

- ★ Turnaround varies by commission type and complexity: 2 weeks to 12 months.
- ★ Experimental commissions may take longer and may differ significantly from provided examples.

Delays & Deadlines:

- ★ I will notify you of any delays.
- ★ I do not accept tight deadlines or rush-fee commissions to protect my mental health.

Mental & physical health:

- ★ I'm Autistic, please be direct and concise with me as I have a really hard time reading subtexts. I also have ADHD, Anxiety and memory issues. which can occasionally affect communication and delivery times.
- ★ Physically, I suffer from Carpal tunnel, PCOS, panic attacks and I'm recovering from a burnout.
- ★ Your patience is greatly and genuinely appreciated.

Cancel & refund policy

★ Refunds:

- If no work has been completed by the deadline, you may request an **80% refund** of the total price.
- **No refunds** will be issued for:
 - Finished or partially finished works.
 - Adoptables and auctions.

★ Right to Decline:

- I reserve the right to decline any commission for any reason.
- **Rude, harmful, or discriminatory behavior will result in the denial of all services and a permanent ban from future commissions and projects.**

Blacklist & Strikes

This blacklist is made to protect my work and designs from malicious people. If you break any of the rules stated here, you'll be added to this public blacklist for my safety and to warn other artists and creators. I have a private blacklist too, and there is a possibility of publicly blacklisted users being moved to my personal blacklist by mutual agreement.

- ❖ 1 Strike = One month adopt & commission ban
 - ❖ 2 Strike = Two month adopt ban & Two month commission ban
 - ❖ 3 Strike = Block & Ban
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<https://tinyurl.com/LuSeabunTOS>



Commissions

Commissions

References

★ Submission Format:

- Send references via **email**, **sta.sh**, or **Google Drive**. The higher the quality, the better!

★ Reference Quality:

- **Avoid Toyhou.se links** if the character gallery does not accurately reflect the design and the images are heavily watermarked.
- References must be **clear**, **high-quality**, and free from pixelation, heavy watermarks, or excessive shading.

★ Custom Design references:

- **“I want you to make me a commission but I have no reference of the character” This type of commission is a custom design! and is charged separately from art commissions.**
- I work primarily with **visual references** for custom designs.
- For characters, outfits, or prompt-based commissions, I accept **images** and **mood boards**. Descriptions are accepted but may significantly slow the process.

Credits

★ Usernames for Credit:

- **LuSeabun** to credit me for **personal commissions & designs**
- **Lillythid** to credit me for **Vtuber assets & designs with commercial rights**

★ Art & Designs:

- I must be credited each time my art or character designs are re-posted.
- For character designs, credit my **Toyhou.se accounts**
[@Lu_seabun/@Lillythid].

★ **Redesigned Characters:**

- If you redesign a character I created:
 - Credit me as the **creator** [@Lu_seabun].
 - Credit the artist of the redesign as the **re-designer**

Revisions & edits

★ Sketch Stage:

- **Unlimited changes** are allowed during the sketch stage.

★ Lineart Stage:

- You may request up to **three free minor changes** to the lineart.
- Larger changes that require redoing significant portions of the lineart may add additional fees.

★ Color Stage:

- **Color tests** during the flat color stage are free. You can request multiple color combinations until you're satisfied.

★ Shading/Final Touches Stage:

- Changes requested at this stage will incur an additional fee (**\$5-\$50 USD**) depending on the complexity of the adjustment.

★ Anatomical Corrections:

- Fixing evident anatomical mistakes is free. Please request corrections **before the color stage** to avoid delays.

Cancel & refund policy

★ Refunds:

- If no work has been completed by the deadline, you may request an **80% refund** of the total price.
- **No refunds** will be issued for:
 - Finished or **partially finished works**.
 - **Adoptables and auctions**.

★ Declined works:

- I reserve the right to decline any commission for any reason.
 - Rude, harmful, or discriminatory behavior will result in the **denial of all services** and a **block and permanent ban** from future commissions and projects.
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Sales & Adoptables

Character sales & Adoptables

Copyright, Commercial Rights & Usage Policy

★ Personal Use (Default):

- Character designs and commissions are for personal use only.
- Commercial use (Streaming, merchandise, etc.) is prohibited unless specified.

★ Commercial Rights:

- Commercial rights for one-off designs can be purchased:
 - Digital assets/streaming: x2.5 the final price.
 - Physical merchandise/products: x5* the final price.

★ Reuse of Rejected Work:

- I reserve the right to reuse rejected sketches and designs for other projects or personal work.

★ Copyright Ownership:

- I retain full copyright, including distribution, reproduction, and use for self-promotion.
- Commissioned work is for use by myself and the client(s)/commissioner(s) only.

★ Prohibitions:

- **My artwork cannot be used for NFTs, blockchain related services, Artificial intelligence, or to endorse any kind of hate speech and illegal or malicious activities.**
- Do not remove my signature, edit, trace, or alter my artwork.
- No create multiple designs from a single design with minimal variation to sell them individually.

Auctions

★ Bidding Rules:

- Do not retract or hide your bid/comment. Doing so will result in **one strike**. Multiple strikes may lead to temporary bans, a commission ban, or permanent blacklisting.

★ Platforms:

- Auctions may be cross-posted on [Toyhou.se](#), [Tumblr](#), [FurAffinity](#), and [YCH.commishes](#).

★ Auction Duration:

- Auction time limits vary from **24 hours to 1 week**, with **3 days after the first bid** being the most common.

★ Holds:

- Holds are accepted for **Auto-Buy (AB)** only, with (at least) a 50% upfront payment:
 - **First-time clients: 3 days to 1 week.**
 - **Regular clients: 1-2 weeks to 1 month depending on the total amount**, with exceptions for special cases.

★ Auto-Buy (AB) Rules:

- **AB2** can outbid **AB1** within **5 minutes** of the AB1 offer.

Trades

★ Resale Restriction:

- Traded characters **cannot be resold for any form of currency** (real, virtual, or CS currency) without my **explicit written permission**.*
- They may only be **re-traded or gifted**.

★ Bundles & Vouchers:

- *This restriction includes character bundles and vouchers.

★ CS Items:

- Trading my designs for CS items is allowed; however, the design's value becomes **equivalent to the value of the items received**.

OTAs

(Offer to Adopt)

★ **Priority:**

- Monetary offers always take priority over art and trades.

★ **Selection:**

- I reserve the right to choose the offer I prefer and am not obligated to provide explanations.

★ **Conflict Resolution:**

- Starting any conflict or complaints over not being chosen will result in a strike or being blocked.

★ **Art Deadline:**

- If you offer art, you must complete it within 60 days after the trade is finalized. Up to 90 days in case of complex pieces.
 - **Failure to do so will result in the character being put up for offers again.**
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Resale & Redesigns

Re-Sales & Redesigns

Re-Selling Terms

★ Value:

- You may **resell** my character designs **for the original purchase price plus the total value of any additional art.**
- **This includes personal art** you've created, under the condition that you provide:
 - A **recent** price list for your art.
 - Proof of **at least one client purchasing art from you at those rates.**
- **Additional value may also include physical items** (e.g., plushies, dolls, fursuits) related to the character.

★ Derived Designs:

- **One adopt remains as one adopt.** You cannot create "twins" "triplets" or similar variations of a single design with minor changes to later sell the characters individually.
- You are allowed to design a family or related characters based on the purchased design, but (depending on the level of closeness to the original design) **these derived designs cannot be sold individually.**
- **Derived designs are locked to the original design and must be sold as a bundle.** While this increases the overall value of the original design, derived designs do not gain individual value.

★ Gifted & Traded Art:

- **You may not add the value of gifted or traded art** in the resale price of a design **without explicit written permission from the contributing artists.** *With the permissions, it is possible.*

★ **Blacklisted users & Exceptions:**

- **Always** check my blacklist before selling or trading any of my designs.
- Individuals on my blacklist may resell my designs **only for the base price plus the total value of commissioned art**. Personal and gifted art cannot be added to the value in these cases to avoid malicious exploits and to them being in contact with me.

Re-Design Terms

★ **Applicability:**

- These rules apply to all the designs I've ever created.

★ **CS Designs:**

- You can turn CS characters designed by me into one-off characters without my permission.
- Always check with the species owner/mods first to avoid misunderstandings.

★ **One-off Designs:**

- **Do not turn my one-off designs into closed, personal, or open species characters without my explicit written permission.**
- **Violating this rule results in total blacklisting.**

★ **One-off to CS commissions (Discount):**

- If you want to turn one of my one-off designs into a CS character, you must commission me for a similar design.
- A 25% discount applies to these custom design commissions!

★ **Blacklisted users:**

- Blacklisted users can re-design characters they obtained before being blacklisted. However, they must meet certain requirements.
 - The character must remain recognizable even after the redesign; the changes should not be so extreme that they result in a completely different character.
 - The original artwork of the character design must not be edited or traced. However, color picking and heavy referencing for future references of the same character are allowed, for obvious reasons.
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Bases

By default, my bases include digital commercial rights!

Please

- ✧ Credit me when using my bases.
- ✧ My signature on the base is optional, but credit in the description is required.

Allowed

- ✧ Create personal artwork.
- ✧ Make adoptables and custom characters.
- ✧ Take commissions.
- ✧ Do YCH (Your Character Here) commissions.
- ✧ Create art to be used in streaming.
- ✧ Create Vtuber models.
- ✧ "Frankenstein" my bases with parts from other bases only if you have the rights to those other bases and permission from their artists.

Not allowed

- ✧ Resell my bases.
- ✧ Redistribute my bases.
- ✧ Make merchandise using my bases.



Blacklist



BLACKLIST

✖ Do not harass the users listed below ✖

These people are banned from my art services and socials.

Please do not resell my designs to the people listed here.



JaydedOni

[MuteMadness/Morgan, Jay, etc.]

Doxxing of multiple people including a minor and myself, heavy reference, Spite-looking for my designs, intimidation, legal intimidation & legal threats, love bombing, general rude, petty and manipulative behavior. Predatory behavior around younger, disabled people & POC to take advantage and get free labor for her species. Ripping off other people's concepts, designs and species on a daily basis. A perpetual victim with narcissistic tendencies and a dangerous individual in general.

Clockworkbun

Complicity with Jayded, manipulative behavior, chronic victimism & doxxing multiple people.



GRAYLIST

Max the egg

[Maxtheeggmaster]

Heavy referenced other people's characters and adoptables in the past & complicity with Jayded. I blocked her over a misunderstanding that is solved nowadays. We're on neutral terms now, but I'm still a bit uncomfortable around her.



PERSONAL

Uncomfortable.

| Kokytea | Zythorn Kolder |

Neutral.

| Chioky | Komelikus |