STARBRIGHTCLOUD'S TERMS OF SERVICE

PLEASE READ IN FULL!!



So you're thinking about commissioning me? HELL YEA!!!

To get started, please read through this TOS so that you can decide if you agree to OR refuse the terms listed here! I will refuse to proceed with your commission request if you do not consent to the TOS!!!!!

To begin your comm;

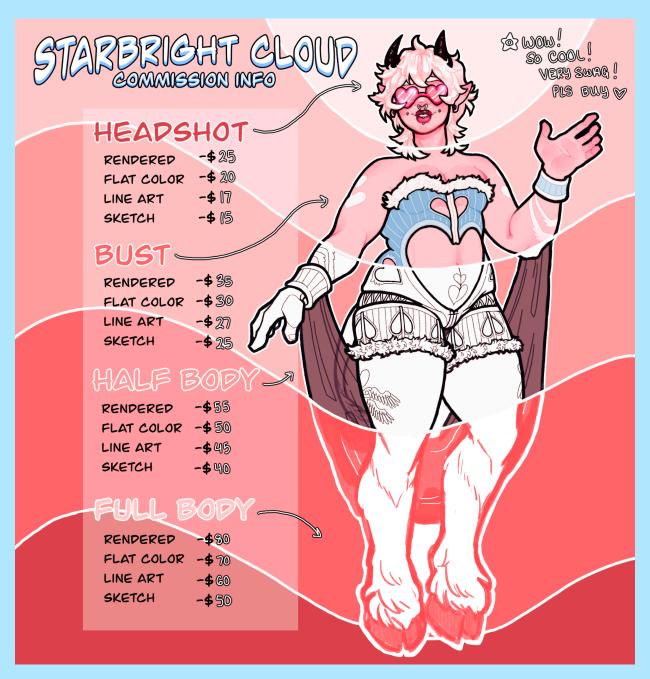
- * Read the full TOS
- * Confirm that you read through and agree to the TOS
- * I'll need a thorough description of what you're looking to get with as much detail as your imagination can muster, references, and a little bit of back-and-forth consultation to make sure we're on the same page about what you're looking to get done!
- * Payment :3

I will not begin any commissions without the following; TOS consent, references, consultation, and payment.



Commissions are ONLY paid via Vgen or Paypal. PREFERABLY Vgen now that I'm set up there $\land u \land$

Prices:



^{*} Extra characters will cost the same price as the original. Same amount of work has to be done so I can't provide a discount like some people do, I'm sorry ;;w;;

* Complex characters and mechs will be an additional fee depending on complexity (\$10 per hour of expected extra work).

Buying the Copyrights to Commissioned Art - If you would like to buy the rights to my artwork to use for merchandise for profit, the fee is a non-negotiable \$400.

Up to \$100 - payment is accepted in full before I will begin any work on the commission.

Above \$100 - half payment is accepted before beginning work, the other half will be accepted at the time of completion.

Other payment plans - please ask!!! I will try to be flexible about payment plans for larger commissions and break them up into smaller payments based on the amount of work being done per checkpoint.

* Please see the MITTO category for those details <3

★.° → ★ TURNAROUND TIME

Please allow me **a week from the time of payment** to deliver a sketch. Depending on the size, complexity, and level of detail needed for the piece, delivery will vary **between 1 week - 1 month**. Multiple piece commissions, comics, and emote packs (3+ emotes) will take up a variable amount of time that will be discussed and agreed on during the consultation before any payment is made/before the commission work begins.

If for any reason I cannot complete your commission within those time constraints and client does not want an extension, see the REFUND POLICY for details.

★.° → EDITS/CHANGES/FIXES/REVISEMENTS

I will do my absolute best to get the details right the first time around, BUT- there is always the potential for misunderstandings and mishaps.

* You will receive these updates; sketch, lineart, flat colors, rendered (depending

on the level of finish you're commissioning from me). At each checkpoint, I will wait on client approval before proceeding to the next stage of the piece <33 * At the time the sketch is sent, you are allowed 1 major revision (like an entire pose change or full outfit change for example) and up to 8 minor changes (ex: limb

repositioning, expression changes, partial outfit changes or accessory additions, minor detail adjustments, etc...)

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* When the lineart is started, I will no longer do major changes, but 3 minor changes are allowed.

* Only mistakes such as incorrect pallet use or technical mistakes like accidentally coloring out of the lines will be able to get fixed once I've moved onto flat colors and rendering.

If you have given me permission to do a blind commission/"Surprise Me", the only fixes I will provide as a courtesy after the time of completion are obvious/major details missing from the references that were sent to me.

If you have reached your limit of alterations to the piece and want to request additional work on my part, the additional fees will be quoted to you depending on the amount of time it will take to further change what is asked (\$10 per hour of additional work). If that fee poses an issue, you may either 1) cancel the commission at whatever point I've gotten to and receive a refund for the amount of work left unfinished, or 2) pause the commission and I will happily return to it and complete it with the additional changes when the fee can be paid.



<u>Credit to my artwork must be listed anywhere it is posted, clearly visible if the art</u> itself is used.

<u>If used as a pfp, I would really appreciate something mentioned about it in your</u> bio <333

If you purchase an adopt from me, design must be clearly credited to me wherever you're using them, but you do NOT need to add it on artworks of the character that are not my own.

If you use my art in any MONETIZED CAPACITY (stream emotes, streaming pfp, pngtuber, stream borders, stream banners, etc), I must be credited somewhere on the site you're using them on or in an easily-accessible list you have for artist credits, and I would appreciate any verbal credits given if you're ever asked about the art <3

*. * * REFUND POLICY

Ahhhh the age old question; What dat money do? Jk- sorry-

If, at any point during the art process, you are completely discontent with the results and have run out of alterations/don't wish to pay the additional alteration fee or pause the commission until you can pay for extra changes, you will be able to cancel the commission and receive a refund for the amount of work left unfinished. No hard feelings! <3

* Example; If you ordered a full body with full rendering, reached the line art, don't quite like it, use all your alterations in an attempt to make it an ideal situation for both yourself and myself, and wish to cancel, I will refund you the amount that would have covered the flat color and rendering tiers. (\$80 Full Body total, minus the cost of the completed \$60 line art work = \$20 refund)

If the client does not respond for 1 week at any checkpoint/progress update

without providing a reason, they're forfeiting their commission slot and I will move onto other pieces without providing a refund as an inconvenience fee since I will not be able to take additional commissions in the time that they're MIA. I will message them once per day to prompt a response during this time to try and get the ball rolling.

* If I do not respond to a client's questions/requests within a week, the same terms apply to me. I don't want anyone to feel like they're being ghosted/scammed <3

I retain the right to cancel the commission and issue a refund for any unfinished work at any point during the process if I become uncomfortable with a person, their requested alterations, or no longer believe I will be able to complete the commission.

Refunds will not be offered on Blindfold Commissions or "Surprise Me!"

Commissions, because choosing this option = giving me complete creative freedom and giving up the checkpoints that other options offer where changes could be made. The only way you'd get a refund for this is if I somehow managed to draw someone else's character with your request/your character with someone else's request or delivered the completely wrong commission (unlikely to ever happen but still!!! XD)

<u>Likewise</u>, refunds are not provided for normal commissions after they're completed.

★. DISCLAIMER - THESE ARE THINGS I WILL PUBLICLY SHAME YOU FOR IF YOU DO THEM LOL

• Do not trace/copy/steal my art or attempt to claim it as your own.

- Do not knowingly involve my art with AI in any capacity.
- If you cancel a commission with me once I've already started, do not ask another artist to 'complete' my work or attempt to do it yourself. I will notice.
- Do not post my nsfw/adult artworks into spaces that are not strictly 18+ without using proper censorship per the terms of different social media sites.

THAT'S ALL FOLKS! SORRY THAT WAS SO MUCH TO READ, I REALLY TRIED HARD TO MAKE A TOS THAT WOULD PROTECT BOTH CLIENT AND ARTIST < 3

MUCH LOVE!!!

- CLOUDY —