

TERMS OF SERVICE AGREEMENT AND RESTRICTIONS

I'd like to make sure both me and the buyer are on the same page, so there's no misunderstanding in both parties and protect the artwork from fraud and scams. So please take your time to read through these terms, you can and should ask me if you have any doubts about any section! Thank you for your time.

This Terms of Service Agreement and Restrictions are between the artist and the client, and the client has to agree with these following terms:

— Prices

► **Portrait Commission**

Portrait - \$35

Additional character - \$20

Includes 1 character illustration, in png and jpg format.

50% of the payment is paid upfront and the remaining is sent after the sketch is approved.

Add background for an additional \$15

► **Half Body Commission**

Half Body - \$55

Additional character - \$25

Includes 1 character illustration, in png and jpg format.

50% of the payment is paid upfront and the remaining is sent after the sketch is approved.

Add background for an additional \$50

► **Full Body Commission**

Full Body - \$8m

Additional character - \$35

Includes 1 character illustration, in png and jpg format.

50% of the payment is paid upfront and the remaining is sent after the sketch is approved.

Add background for an additional \$65

► Character Design Sheet Commission

Character Design Sheet - \$150

Additional outfit - \$75

Includes 1 image illustration of a character (nude) & *2 outfits*, in png and jpg format.
50% of the payment is paid in advance and the rest is sent after the sketch is approved
Add background for an additional \$80

— Engagement

1. The client must provide the artist with clear requirements, expectations upfront, clear reference (pixelated references or low quality references will not be used), clear character sheet or a flat colored reference of the character in question.
2. In a case of a photo recreation, it is again asked to be sent a high quality version of the photo with no filters.
3. Only the client has the authority to enter this agreement, be the point of contact and solely responsible for the decisions made as well as the approval during the commission process.
4. Artist strives to perform the best of their abilities into the artwork, as well as making sure the work is 100% original, according to the artist's best knowledge.
5. The artists may use commercially licensed, copyright-free and/or educational materials, assets and/or tools.
6. Artists warrant that they will not copy or heavily reference unauthorized materials or artworks during the commission process.
7. The artist reserves the right to not accept a commission or project based on the contents, subjects or any other reason stated on **CONTENT RESTRICTIONS**.
8. All contact and exchange can be through these formats: **Discord, Twitter, Instagram, Email or Google Documents**. The details set forth by the artist shall be agreed upon by the client before the work begins.
9. The client has the right to ask for full modifications only during the sketch process, after the sketch has been approved, and the work has been finished. The client has three hours to ask for changing colors and adding textures only.
10. If the client does not provide the artist with a clear reference without any filters, the artist will desaturate colors so that they may fit with the style the artist uses. This part only goes for extremely overly saturated images, references and colors, and not for every reference and image given by the client.

— Content Restrictions

The artist will not create content that is offensive and inappropriate, this restrictions include:

1. Furrries
2. NSFL content
3. Overly too complicated Mechs
4. Excessive details such as: Jewelry, embroidery in clothes, overly detailed clothing ruffle, and overly detailed knight armory.
5. Excessive muscles
6. Fetishes such as: Scat, Age play (MAP), Incest, Vomit play, and any form of S3xu4l 4ss4ult.
7. Gore
8. Copying another Artists style.
9. Any form of discrimination or hate such as: Racism, Homofobia, Transfobia, Sexism, Misogyny and Xenophobia.
10. Suggestive imagery of animals or minors.

— Acceptable Content

The artist can and will be able to create content with theses topics:

1. Masculine, Feminine, Trans and non-binary characters
2. Original Characters
3. Light NSFW (*Client must be +18*)
4. Fanarts from animated Cartoons series or video games
5. Drawings representing the LGBT community
6. Artworks based on photos (*Photo recreation*)
7. Character Reference Sheet / Character Design (*Provide the Artist with a full reference/inspiration page*)
8. Dungeons and Dragons, or any type of Characters from TTRPGS

— Timeline and Process

1. The Artist may take 2 weeks or 3 weeks to finish your order, and may lead to 2-7 months depending on each project.
2. The Client should plan de launches and time accordingly, as well as warn the artist upfront about deadlines.
3. The timeline depends on the commission type, complexity and workload. If you're worried and curious about where your commission stands on, please check the *Trello* from the artist's links. There you'll be able to see at which process your commission is if you're not able to reach the artist at the current moment.
4. The Artist will provide progress updates, and will seek Client feedback voluntarily.
5. In case of delays and adjustments to the timeline, the Artist will inform the Client.
6. The artwork will be delivered through **Gmail** and **Google Drive** (*the artwork will be exported in PNG for better quality.*)
7. The Client must first agree to the delays and amendments to timeline exceeding to 2 months or more (*depending on the size of the project*) and through standard communication channels.

— Revisions

1. One revision is allowed per item shown to the Client during the process. (i.e sketch confirmation and showing the line art progress.)
2. Additional charges for excessive revisions may be required.
3. Revisions may affect progress and timeline.

4. Clients may not edit the work after final delivery unless specified in the commission information, project outlines or otherwise approved by the Artist.

— Communication

1. Ongoing communication and discussions will occur throughout the project, including work in progress, idea generation, collaboration, revisions, situational updates and more.
2. Communication channels include: **Trello**, **Whatsapp messenger** (*depending on the region of the client*), **Discord**, **Twitter private message**, **Instagram private message**.
3. The artists responses may vary, up to one week to three weeks. In order to provide better and more concrete updates.
4. The Artist and Client agree to discuss relevant matters concerning the project, both parties have the right to decline other topics of discussion, if both state the topic makes them uncomfortable.

— Rights & Usage

A. ARTIST GENERAL RIGHTS

- a. By default, The Artist retains copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to display, advertising, printing, the Work and work in progress on websites, social media, portfolios, public broadcast channels (i.e. Twitch, Youtube, Podcast) and more, exempting when some or all of these rights are transferred to the Client under express agreement or project specifications.
- b. The Artist may use rejected work in progress and versions for other projects according to their discretion, under the condition that it does not infringe

the Client's intellectual property rights and ownership of their likeness, character design, branding, identity design or any such trademarks.

- c. The Artist can refuse to work on a project, whether it's because of work overload, Commissions being paused or the concept of the project makes the Artist uncomfortable.

B. Client Rights for Personal Use Licensed Works

- a. Clients receive non-transferable usage rights to the Work for personal use. Refer to Section 6.c. for commercial rights.
- b. ***Personal use means:*** display on social media accounts for promotional purposes with no direct monetization or sales, such as social media profile pictures, banners, and posts; print and framing in personal spaces; display as part of designs on websites and channels, excluding use in content of these websites or channels; or any other instances where no monetization of, or of content featuring, the Work is involved.
- c. Client must not claim Work as their own and must credit Artist using their social tag/username/link at the instance of display of the Work or permanently on their websites, social media profiles, broadcast channels and so on where possible.

C. Client Rights for Commercial Use Licensed Works

- a. Commercial usage rights are not included in general commissions, unless specified in the commission type or project specifications listed on the Artist's websites (i.e. vtuber models, stream overlays, emotes, and so forth), or are purchased by the Client and agreed upon.
- b. Commercial rights may differ for each commission type. Commercial broadcast rights means usage of Work on streams, videos, advertisements and other content, or any similar monetized instances; commercial distribution rights means selling or reselling Work to another party, as a part of any product or merchandising, or on another platform.

- c. In the case of original design work and assets for the purpose and definition of the Client's brand identity such as character design, logo design, and more, intellectual property rights of the designs and their likeness are exclusively transferred to the Client for use, production and modification purposes, commercial or personal. *(Please clarify in further detail for each type of work if necessary)*
- d. Usage of Work for AI (*artificial intelligence*) tools, platforms or programs; ML (*machine learning*) tools, platforms or programs; AI or ML training; NFT; blockchain; or other for-profit platforms/purposes, **is strictly prohibited.**
- e. Additional charges will be required for commercial usage if not included in the project type, listing, or specifications, typically 2x of the original cost.

— Payment & Fees

- a. Client pays 50% of the downpayment upfront and pays the 50% after the sketch is approved and reviewed.
- b. Invoices, proposals or payment links will be sent to the Client when the Artist is ready to begin work. **Clients must not send money before these requests for payment from the Artist.**
- c. Invoices must be paid within 24 hours , or the project may be canceled.
- d. Prices in USD, must be paid via PayPal only, or methods as provided by the Artist. Prices in **REAIS** can be paid via Pix.
- e. Prices may vary or change depending on complexity, requirements and/or additional requests.
- f. Once Work has begun or payments have been made, the Client acknowledges Work and deliverables are digital and there are no physically shipped goods to receive.

- g. Client agrees that they will not issue chargebacks and the refund policy mentioned below will be followed.

— Cancellation & Refunds

- a. If Client requests cancellation, the Artist will not refund the 50% payment already made, due to the time spent already working on that project. (*i.e stopped during the creating process such as lineart, painting or shading. Or even when the project is almost done, the amount already paid will be kept by the Artist.*)
- b. No refunds are possible after work begins unless initiated by the Artist and except for circumstances due to the Artist as detailed in Section 4 “*Timeline and Process*”
- c. If the Artist cannot complete work or there are delays as detailed in Section 4 for unforeseen reasons, the Client may be eligible for a full refund. If work done up to this point is accepted and used by the Client, the Artist will provide a partial refund according to the amount of work completed.

— Confidentiality

- a. The Artist and Client acknowledges that information and materials that are provided to either party (*including but not limited to personal information, technical information, marketing plans, payment information, or sensitive business information*) outside of the development of Work, that will not be visible to the public, shall be considered confidential information and shall not be disclosed to any other party without prior written permission from the owner of this confidential information.

— Indemnification

- a. Client indemnifies Artist against claims, losses, damages, and expenses related to Work usage by the Client, breach by the Client of the Agreement, or third-party claims.
- b. If Client's rights and the terms of this agreement are violated or the Work is not delivered as agreed, due to Artist negligence, Artist will work to remedy the situation first according to the terms aforementioned and otherwise to the satisfaction of the Client.

— Acceptance

- a. Client is 18+ and legally able to commit to an agreement or has a legal guardian to make this agreement on their behalf.
- b. Agreement date is upon first inquiry/communication or first transaction. *(or by using a digital signature program for a more legally binding and enforceable agreement if the Artist does choose to.)*

** Businesses, agencies, groups and other organizations should contact the Artist to discuss arrangements in more detail.*

Template provided by @keyokku