

Starlight Akari - Terms of Service

These Terms of Service are subject to revisions, editing, and additions without notice. Prices and policies are based in part from the “Graphic Artists Guild Handbook: Pricing & Ethical Guidelines, 14th Edition”.

Hereinafter, Starlight Akari as “the Artist” will be referred to as ‘I’ and the commissioner as “the Client” will be referred to as ‘you.’

1. Pricing, Estimates and Payments

- 1.1 My rate is on a per project basis. I will provide an estimate/quotation based upon the scope of work.
 - a. For completed example projects, please see my price list [here](#)
 - b. Prices listed in the link above are base prices. Prices will vary depending on complexity, difficulty, medium and size of the design.
 - c. Your approval will be obtained for increases or expenses that exceed the original estimate by 10% or more.
 - d. Price estimates and quotes are valid for a period of 3 months.
- 1.2 For projects over \$200 USD, I charge a 50% deposit up front and 50% before delivery of final artwork. For projects under \$200 USD, I charge 100% up front.
- 1.3 All pricing is displayed in USD; PayPal can convert currencies for you, but you are responsible for any exchange fees.
- 1.4 Do not send payment before receiving an invoice. First payment must be made within 7 calendar days of the invoice, unless otherwise discussed. Work will start with confirmation of receiving payment.

2. Changes

- 2.1 You will have the opportunity to direct up to three (3) major alterations, critiques or redlines of the work during the sketch or thumbnail stage. Line art/rendering will start with the approval of the sketch phase, and you can give one last feedback for small tweaks/corrections at this stage. Up to two (2) minor changes can be requested near the end of the final-colored/rendering stage.
 - a. You are encouraged to speak up at the sketch stage if something is off or needs to be adjusted. The sketch stage is the easiest time to make any necessary changes to the artwork.
 - b. Additional client references such as color schemes, stick figure sketches, or organized collections of desired features with visual examples (eye, shape, hair style, etc) are of great help in further communicating the outcome you want.
- 2.2 Requested revisions that diverge from your original artwork description and/or provided references may increase the length of time the work takes and will be billed separately. It is up to you to be clear and precise and to provide up to date and accurate references or descriptions.
- 2.3 You agree to pay an additional fee, to be negotiated separately, for changes requested to the final art, including adjustments desired due to unclear provided references or descriptions. Please be sure to be clear in your order. No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description, such as details I may have accidentally omitted that were included in the original references/descriptions.
- 2.4 I reserve the right to reject critiques or redlines pertaining to style difference or if said critique reduces the artistic quality of the piece.
- 2.5 Artwork may not be altered by you, the Client, or a 3rd party in any way, including editing, tracing, copying or removing signatures/ watermarks, without express permission from myself, the Artist.

3. Cancellation and Refunds

- 3.1 Fees
 - a. If you wish to cancel your commission before work has started, I will retain 10% of the full original payment in USD as a convenience fee.
 - b. In the event of cancellation during the sketch/thumbnail stage, a 50% refund of the full original payment in USD will be issued.

- c. Full original payment is based on pricing for the entire project start to finish.
 - d. No refund will be issued if you, the Client, cancels during the coloring stage or after the commission is complete. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed or is near completion. Upon cancellation, I, the Artist, retain all rights to the art.
- 3.2 I, the Artist, reserve the right to cancel a commission and issue a refund due to poor communication, rude or inappropriate behavior, inability to communicate in clear or effective English, or unforeseen inability to complete the commission. Rude or inappropriate behavior may also result in blacklisting.
- 3.3 If I cancel the commission, 100% of the original commission payment in USD will be refunded to you minus any fees and material costs already incurred.
- 3.4 I am willing to work with you if you are unhappy with your service or product.
If you are getting a refund, please do not request a paypal dispute or chargeback. I will transfer the money back to you myself. If you issue a paypal chargeback at any point you were not allowed to, or break any of the terms mentioned, you will lose all rights to the commissioned piece and I may use any elements of the commission for future use, minus the inclusion of your original characters/designs. You will also be blacklisted from commissioning future work.

4. General Terms and Conditions

- 4.1 Clients must be 18 years or older. I cannot do legally do business with minors per PayPal policy.
- 4.2 It is your responsibility to save and backup any files. I am not obligated to keep a backup of the work indefinitely, but will likely have copies for at least a full calendar year
- 4.3 I will not handle depiction of illegal activities, sexually explicit (x-rated) materials, or hateful/cruel images. Artistic nudity, violence, gore and humorously offensive work will be considered on a case-by-case basis.
- 4.4 I maintain the right to turn down any commissions for any reason.
- 4.5 Description-based commissions are allowed but will count as character design projects and will incur an additional fee.
- 4.6 Deadlines must be discussed with me prior to payment. I always strive to do my best to plan out my schedule and follow my queue to hit any required deadlines, but please note that I cannot guarantee any deadlines in the case of unforeseen circumstances such as accidents, illness or other acts of nature. No liability will be assumed for missed deadlines that have not been previously discussed. Rush commissions for an additional fee may be discussed; please see *"Section 6: Communication and Work Speed."*

5. Usage, Copyright and Ownership of the Artwork

Needs for Personal vs Commercial use should be discussed at the beginning of the commission process.

5.1 Personal Use Artwork

Personal use includes any artwork that is **not** being used to make a profit or promote one's brand.

Common examples of art for personal use include: Prints for yourself in your home, gifts for friends, roleplay scenarios (such as Dungeons and Dragons), icons for personal social media (SNS) accounts, and printed personal wearables.

- a. You, the Client, may create up to five prints for personal use (display in your home/as wearables, or as gifts) and may resize or crop the artwork to create social media icons, digital wallpapers, roleplay art, or other graphics to be used in personal, noncommercial digital formats. You are not allowed to alter the artwork itself. You may upload the artwork to your personal website or social media, but crediting me, the Artist (@Starlight Akari or linking back to one of my social platforms) must be done when the art is showcased, and it must not be any high-resolution or unwatermarked/unsigned version of the artwork.
- b. I retain all rights to the artwork including the right to use any and all or none of the artwork in my portfolio (in print and online) on my website, social media, for altered merchandise and prints, and to submit such work to design periodicals, competitions or published art book collections, with credit to you as the Client.
- c. I own the rights to and may recycle any sketches and preparatory works that were rejected by you and retain the right to create an altered version of your commission to make artwork more generic for merchandise and

print use at my discretion. This does not include the use of your original characters/designs. Full image rights can be negotiated for an added fee.

- d. In the case of a temporary Non-Disclosure Agreement (NDA), I can negotiate with you to post the artwork at a later date when the work is released to the public. I reserve the right to charge an additional fee if you desire to never have the artwork published (usually a 2x-3x multiplier of the total order price).
- e. You may not post any work in progress (WIP) pictures shared privately to the Client by the Artist during or after completion of the artwork.
- f. You may not profit from the artwork beyond the resale of a physical original artwork. This includes sale of digital files or rights to the image. Reproducing or using the copyrighted artwork commercially without paying the commercial fee is considered copyright infringement.
- g. You retain all rights to your respective characters. This does not allow you the rights to the commissioned image or to claim the artwork as your own.

5.2 Commercial Use Artwork

Commercial use includes any artwork that is being used to make a profit or promote one's brand and/or marketing through a monetizable platform (such as Twitch or YouTube).

Common examples of art for commercial use include: Vtuber character designs, models, and assets, art for games, art for digital album covers, stream graphics, panels, overlays, screens, alerts and emotes, logos, banners, YouTube thumbnails, or any printed merchandise such as t-shirts, keychains and stickers.

- a. Any form of commercial use must still include a credit to the Artist, whether as part of the piece itself in the form of an included artist signature, or with a line of credit near the piece (@Starlight Akari or linking back to one of my social platforms). Lines of credit can be included in areas such as the bottom of video descriptions, in streamer credit lists, on the back of prints, or other forms of visible location.
- b. I reserve the right to use any and all or none of the artwork in my portfolio (in print and online) on my website, social media, and to submit such work to design periodicals, competitions, or published art book collections.
- c. In the case of a temporary Non-Disclosure Agreement (NDA), I can negotiate with you to post the artwork at a later date when the work is released to the public. Full image rights can be negotiated for an added fee.
- d. I own the rights to and may recycle any sketches and preparatory works that were rejected by the Client.
- e. You retain all rights to your respective characters. This does not allow you the rights to the commissioned image or to claim the artwork as your own.
- f. You, the Client, may not use or sell the commissioned artwork for anything related to NFTs (Non-Fungible Tokens) even if you have paid for the commercial usage fee.

5.3 Commercial Rates will be calculated as a Multiplier of the total order price as follows:

EXCEPTION: The following, while commercial, do not have a Multiplier unless the art is being used for physical merch: Vtuber models, Vtuber assets, and stream-specific graphics such as emotes, panels, alerts and overlays.

TIER A - x1.5 Multiplier – Commercial use where the art is on digital platform that generates profit or is used as marketing/promotion for one's brand such as:

- Branded character design, Game Art, Digital CD/album covers, Voice pack covers
- Art for Streams (Starting/Ending/BRB screens) and Streaming Assets (Icons/banners)
- YouTube thumbnails/banners/in-video graphics

TIER B - x2 Multiplier – Commercial use where the art is used for merchandising physical products such as: T-shirts, Mugs, Prints, Postcards, Notebooks, Wall Scrolls, Pillows, Stickers, Keychains, etc.)

TIER C - 3x Multiplier – Commercial use where the art is used by a large entertainment company/agency for either digital branding or physical merchandise.

(Ex: A \$100 art piece with a 2x Commercial rate = \$200 total)

- 5.4 You may request commercial use at a later date, but you must pay for the commercial rate if you decide to do something with a previously commissioned personal piece that will later be used to make a profit or be used in branding for recognition; this includes commissioning a personal character design that will later be used as a Vtuber persona or brand mascot.
- You must pay the Commercial Rate Multiplier if the character design will be used for digital branding or will be present in physical merchandise. Failure to do so is in violation of the TOS.

6. Communication and Work Speed

- 6.1 I can complete most artwork in 1-3 weeks from the day the invoice is paid. Larger projects (such as those with multiple characters, detailed backgrounds, or complex specifications, ex: Vtuber models and reference sheets,) can take up to 2-6 weeks. I will inform you of any delays beyond these timeframes should they occur due to unforeseen circumstances.
- 6.2 My public queue/waitlist can be found [here](#)
- You do not have to pay to be on the waitlist, it simply secures you a future commission slot. You will be notified when you are next in the queue and have one week to respond before your spot is given up. You will be removed from the queue if I cannot reach you within a month of contact. If you change your mind by the time your turn is up, please simply let me know. You can also ask to be moved down on the waitlist or moved to the "Tentative/On-Hold" list if you are still interested but need more time.
 - Rush commissions that push you to the front of the queue can be discussed for an additional 50% of the total order price. Rush commissions that push you to the front of the queue with a 1-2 week deadline can be discussed for x2 the cost of the total order price. (Note: May not be possible for extremely complex work and must be discussed in advance).
- 6.3 If you are unreachable by ordinary contact (email) for three months or more, I, the Artist, reserve the right to cancel the commission and retain a 10% fee. If you are unreachable for six months or more, a refund will not be issued.
- 6.4 I may not be available to answer emails on holidays or in the event of unforeseen emergencies. If you do not receive an email reply within 7 days, you are encouraged to resend your email.
- 6.5 I, the Artist will periodically send you, the Client works in progress of the artwork at various key stages of the process for approval (sketch, line art, color, shading, etc). You may request updates at any time, but understand that requests for daily updates are discouraged and will increase time required to complete the commission.
- 6.6 Communication in regards to visual updates about the artwork process will take place solely through email for first-time commissioners for the purpose of record-keeping and consolidation. Non-visual updates or discussion can be communicated through email or Discord for more efficient communication.
- 6.7 I, the Artist, may livestream the art process in part or in full on my [YouTube](#) or [Twitch](#) or channels. You are welcome to attend the livestreams to see the process of the work being created, or request in advance for the process to not be done on livestream. I reserve the right to decide which projects will or will not be livestreamed. Please note that part of the artwork may be done off-stream to speed up the process and/or work on finer details that require more focus.

7. Delivery of Digital Artwork

- 7.1 I will deliver digital artwork in digital form only. No physical items such as CDs or thumb-drives will be shipped.
- 7.2 Digital designs and artwork will be sent in relevant formats (most commonly .png) to the email address provided (PayPal email) or via Google Drive link unless otherwise specified.
- 7.3 Most artwork deliverables will include a high-resolution version without a watermark/artist's signature, a high-resolution with a signature, and a low resolution with a signature for the purpose of social media distribution.

You, the Client must read, understand and agree to all of the above terms before entering into an agreement with me, the Artist. By sending a payment, you agree to the above terms.