

## Starlight Akari - Terms of Service

**These Terms of Service are subject to revisions, editing, and additions. Last Updated 2/7/2023. Prices and policies are based in part from the “Graphic Artists Guild Handbook: Pricing & Ethical Guidelines, 14th Edition”.**

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

### **1. General Terms and Conditions**

- 1.1 Clients must be 18 years or older.
- 1.2 I reserve the right to decline any commission request.
- 1.3 I will not handle depiction of illegal activities, sexually explicit (x-rated) materials, or hateful/cruel images. Artistic nudity, violence, and humorously offensive work will be considered on a case-by-case basis.
- 1.4 Artworks are typically sent in high resolution PNG format, 300 dpi. I deliver all commissions through email or Google Drive link.
- 1.5 I do my best to match the colors in your reference, however, please be aware that style and environment lighting can affect the way the colors of a character are represented.
- 1.6 Designs may be simplified for smaller sized commissions such as emotes and chibi art to ensure a clear visual read.
- 1.7 I work in a large variety of styles but I will not copy the style of another individual artist.
- 1.8 I will not be liable for artwork rejected by Twitch or any other 3<sup>rd</sup> party.
- 1.9 Commissions that include copyrighted characters (fanart, anime, games etc.) will be at the discretion of the client. I will not be liable for actions taken against the client related to 3<sup>rd</sup> party intellectual property and copyrights.
- 1.10 Description-based commissions for original characters are allowed but will count as character design projects and will incur an additional fee.
- 1.11 I do not allow my work to be used for non-fungible tokens (NFT), or to be used in AI training datasets/AI image-to-image generation.

### **2. Pricing, Estimates and Payments**

- 2.1 Rates are determined on a per project basis. Prices vary on the type, scope, complexity, and/or medium of the work and the number of hours it will take to produce.
  - a. All prices for any services listed on [starlightakari.art](http://starlightakari.art) are base prices. Prices may increase depending upon the requirements of the work.
  - b. Your approval will be obtained for increases or expenses that exceed the original estimate by 10% or more.
- 2.2 Price estimates/quotations are available by filling in my contact form or by contacting [hello@starlightakari.art](mailto:hello@starlightakari.art)
  - a. The quotation process will determine:
    - i. The type of project (standard illustration, Vtuber art, character design, etc.)
    - ii. The scope of work
    - iii. Commercial rights and usage licenses
    - iv. An estimate in USD
    - v. The number of revisions included in the cost
    - vi. An estimated date of delivery (after downpayment has been received)
- 2.3 After submitting the form you will receive a follow-up email within 1 week
  - a. Price estimates and quotes are valid for a period of 3 months. Prices displayed in public areas such as the Artist’s websites and social media posts are subject to change, but ongoing client work will not be affected.
- 2.4 All pricing is shown in USD; PayPal can convert currencies for you, but you are responsible for any exchange fees
- 2.5 For projects under \$200 USD, I charge 100% of the payment up front. For projects \$200 USD and over, I charge a 50% deposit up front and the other 50% before delivery of final artwork. Any additional charges must also be paid before final delivery. Payment plans beyond this standard may be discussed for large commercial projects.
- 2.6 An invoice will be sent when the price and project scope are agreed upon by both parties. 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 and you will be moved to an “active” card position on my queue.
  - a. Invoices will be sent via email from [hello@starlightakari.art](mailto:hello@starlightakari.art)

### 3. Workflow and Revisions

- 3.1 Depending on the type of artwork, the client will be given the opportunity to request revisions at a number of points in the process. This section describes a typical revision process.
  - a. In the thumbnail/sketch stage, the client may direct up to three (3) major alterations, critiques or redlines of the work. Client approval is required to progress to the line art/rendering phase.
  - b. You are welcome to speak up at the sketch stage if something feels off or needs to be adjusted. The sketch stage is the easiest time to make any necessary changes to the artwork before line art or rendering begins.
  - c. In the line art/rendering phase, the client may request up to two (2) minor changes that can be requested near the end of the final-colored/rendering stage.
  - d. The client will be provided with updates at the end of each key stage in the process.
  - e. 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.
- 3.2 Requested revisions that diverge from your original artwork description/reference and/or require large changes such as a different pose, outfit, background, or anything that requires being completely redrawn, 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.
- 3.3 You agree to pay an additional fee for changes requested to the final art, including adjustments desired due to unclear provided references or descriptions. No additional fee shall be billed for changes required to bring final artwork up to original specifications such as details I may have accidentally omitted that were included in the original references/descriptions.
- 3.4 I reserve the right to reject critiques or redlines related to style difference if said critique reduces artistic quality of the piece.
- 3.5 Typically, 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. Specific usage regarding unique cases such as desire for full copyright buyout will be determined during the quotation process.
- 3.6 EXCEPTION: I offer a form of commission that goes by various names such as "Skeb-like", "Surprise Me", "Bakadoodle", "Artist Liberty" or "Fox Magic". These types of alternative commissions are special cases that do not include, or may have a limited revision process.

### 4. Communication and Work Speed

- 4.1 Completion of the artwork will be between 2 weeks to 3 months from the date the invoice is paid (or date of the first payment if a payment plan has been agreed upon). A rough estimate of the delivery time will be discussed in the quotation. Larger projects such as those with multiple characters, detailed backgrounds, or complex specifications (ex: Vtuber models and reference sheets) will be on the longer end of the time estimate. I will inform you of any delays beyond these timeframes should they occur due to unforeseen circumstances.
- 4.2 You, the Client, understands that I will likely be working on other commissions alongside yours and may be working on another commissioner's art at the same time as your piece.
- 4.3 My public queue/waitlist can be found [here](#)
  - a. 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 relinquished and you are moved to the bottom. 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. If I cannot reach you after 3 attempts over email within one month of contact, you will be removed from the queue.
  - b. Completion time estimates do not include time spent being on the waitlist.
  - c. Rush commissions that push you to the front of the queue can be discussed for an additional 50% of the total order price. Extreme rush commissions needed for special events or other circumstances that push you to the front of the queue with a 1-2 week deadline can be discussed for 2x the cost of the total order price. (Note: This may not be possible for extremely complex work and must be discussed in advance. I cannot guarantee any deadlines in the case of unforeseen circumstances such as accidents, illness or other acts of nature).
- 4.4 I will accept communication through Discord for efficiency but require communication through email at the start and end of the commission process for first-time clients, for the purpose of record-keeping and consolidation. Potential disputes will be handled through email only.
- 4.5 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.

- 4.6 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.
- 4.7 I, the Artist will periodically send you, the Client, works in progress of the artwork at various key stages. You may request updates as determined from the quotation session time but understand that requests for daily updates are discouraged and will increase time required to complete the commission. Likewise, while I like to be friendly towards all my clients, you understand that this is a professional business relationship first and foremost.
- 4.8 I, the Artist, may livestream the art process in part or in full on my [YouTube](#) or [Twitch](#) channels. You are welcome to attend the livestreams to see the process of the work being created, or you may request in advance for the process to not be done on livestream. Not all projects are guaranteed to 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.

## 5. Usage, Copyright and Ownership of the Artwork

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

By placing an order for a commission with the Artist, the Client grants the Artist, Starlight Akari, the right to illustrate their copyright characters. At no point will the Artist claim ownership of the Client's characters, only the copyright of the artwork itself.

### 5.1 Personal Use Artwork - Personal use includes any art that is **not** being used to make a profit or promote one's brand, such as:

- ◆ Printing the art for yourself in your home
  - ◆ Printing the art for personal wearables
  - ◆ Gifts for friends/family
  - ◆ Character Design / OC creation for personal projects
  - ◆ Roleplay scenarios (such as Dungeons and Dragons)
  - ◆ Icons/banner for personal social media (SNS)
- 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 attributing the Artist, must be done when the art is showcased, and it must not be any high-resolution or unwatermarked/unsigned version of the artwork. (Credit @Starlight Akari or linking back to one of my social platforms).
  - b. Depending on the licensing agreement, I retain all rights to the artwork. This includes the right to use any and all or none of the artwork in my portfolio (in print and online), my website, social media, prints, livestreams, timelapse videos (speedpaints), educational material for learning purposes and tutorials, 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 art that may be similar to your commission at my discretion. This does not include the use of your original characters/designs. Full copyright ownership of the final artwork can be negotiated for an added fee.
  - d. In the case of a temporary Non-Disclosure Agreement (NDA), I can hold off on posting for a maximum of 3 months after the delivery of the final artwork at no extra cost. I reserve the right to charge an additional fee if you desire to extend the upload wait time or make the work a private commission and never have the artwork published (usually a 2x-3x multiplier of the total price – ex: \$100 commission x Forever NDA privacy (2x Multiplier) = \$200 commission).
  - 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 without a mutual agreement. Please let me know in advance if you prefer that I don't post WIPs or livestream the creation of the artwork either.
  - 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 outside the agreed upon terms, or to claim the artwork as your own.
  - h. 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.

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).

Commercial Rates will be calculated as a Multiplier of the total to be determined in the quotation.

(Ex: A \$100 art piece with a x2 Multiplier for Commercial use = \$200 total)

EXCEPTION: The following services, while commercial, are inherent to streaming and do not have a Multiplier unless the art is being used for physical merchandise. As such, these offerings have digital commercial pricing already included in their rates:

- ◆ Vtuber Models
- ◆ Vtuber Character Design
- ◆ Stream Screens/Overlays/Alerts
- ◆ Vtuber Assets/Logo
- ◆ Emotes/Badges
- ◆ Twitch Panels

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

- ◆ Youtube Video Thumbnails/Graphics
- ◆ Digital Downloads and Wallpaper
- ◆ Stream Schedules/Promotional Banners
- ◆ Digital Independent (Indie) Video Games
- ◆ Patreon/Ko-Fi/other membership sites
- ◆ Digital CD/Albums/Voicepacks/E-book covers

**TIER B - x2 Multiplier** – Commercial use for small content creators/businesses where the art is used for merchandising physical products in copies of less than 50 units per unique product for use such as:

- ◆ T-shirts/Bags
- ◆ Notebooks/Bookmarks
- ◆ Print on Demand (ex: Redbubble)
- ◆ Mugs/Bottles
- ◆ Prints/Postcards/Wall scrolls
- ◆ Published Books/Zines
- ◆ Plushies/Pillows
- ◆ Stickers/Keychains/Acrylic stands
- ◆ Published Indie console games

**TIER C - x3 Multiplier** – Commercial use where the art is used by a business/agency in either digital branding or physical merchandise, or for bulk art reproduction used in physical merchandise (50 units or over per unique product).

5.3 Details regarding Commercial Use Artwork:

- a. I, the Artist, retain the right of attribution to commercial pieces unless agreed upon. 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. 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 without a mutual agreement. Please let me know in advance if you prefer that I don't post WIPs or livestream the creation of the artwork either.
- c. 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 unless otherwise agreed upon in the quotation process.
- d. In the case of a temporary Non-Disclosure Agreement (NDA), I can hold off on posting for a maximum of 6 months after the delivery of the final artwork at no extra cost unless otherwise agreed upon. (This is important to consider for Vtubers who want me to keep assets private until a debut or other celebratory events). Full image rights and copyright ownership can be negotiated for an added fee.
- e. I own the rights to and may recycle any sketches and preparatory works that were rejected by the Client, not including use of the Client's character itself.
- f. 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.
- g. If you represent a business or Vtuber agency, please email me at [hello@starlightakari.art](mailto:hello@starlightakari.art) to inquire about corporate commercial rates.

## 6. Character Design Rights

- 6.1 Character Designs and Character Reference Sheets can be commissioned for Personal or Commercial use
- 6.2 I, the Artist, retain the right of attribution and the copyright for the design of the character and produced artwork.
- 6.3 Copyright of the drafts and sketches created during the character design process belong to the Artist.
- 6.4 You, the Client, will own the license to use the character design. The character will ultimately belong to you.
- 6.5 Character designs cannot be sold to a 3<sup>rd</sup> party for more than was commissioned for unless the sale includes extra artwork.
- 6.6 You may request commercial use at a later date, but you must pay the corresponding Commercial Rate Multiplier if the character design and/or reference sheet will be later used for digital branding (such as a Vtuber persona) or will be present in physical merchandise (such as a brand mascot). Failure to do so is in violation of the TOS.

## 7. Cancellation and Refunds

### 7.1 Fees

- a. If you wish to cancel your commission before work has started, I will retain 10% of the total price in USD as a convenience fee. The client also agrees to cover any fees associated with the transfer.
  - b. In the event of cancellation during the sketch/thumbnailed stage, a 50% refund of the total price in USD will be issued. The other 50% will be retained by the Artist as a Kill Fee.
  - c. Full 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.
- 7.2 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.
  - 7.3 If I cancel the commission before any work has begun, 100% of the total commission payment in USD will be refunded to you.
  - 7.4 If I am forced to cancel the commission during the artwork process for any reason, you will be refunded on a pro rata basis.
  - 7.5 You, the Client, agree to communicate with me first and foremost. I am willing to work with you if you are unhappy with your service or product.
    - a. 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 that I did not create.

## 8. Delivery of Digital Artwork

- 8.1 Delivery of the final artwork will be issued when the payment for the work is completed in full.
- 8.2 I will deliver digital artwork in digital form only. No physical items such as CDs or thumb-drives will be shipped. Please confirm delivery within 24 hours, download your files, and keep a copy in a safe location. I do keep a backup of all work, however I cannot be responsible for accidental loss or data corruption beyond my control.
- 8.3 Digital designs and artwork will be sent as high resolution .PNG (or relevant formats such as .GIF, .APNG, WEBM, etc) to the email address provided by the Client or via Google Drive link unless otherwise specified.
- 8.4 Canvas size, dimensions, and resolution are project-specific (most artworks are made in 300 dpi).
- 8.5 Personal use commissions will contain a small artist signature. Most artwork deliverables will also include a high-resolution version without a watermark, and a low resolution with a watermark for the purpose of social media distribution. A watermarked version of the artwork is provided to prevent theft of the art you paid for.
- 8.6 After delivery of the final artwork is complete, any requests for further revisions will be charged appropriately and are limited to small adjustments only. Requests for any major changes such as a different pose will require a new commission order.
- 8.7 Please contact me at [hello@starlightakari.art](mailto:hello@starlightakari.art) if you wish to change your art license in the future after delivery (personal to digital commercial, digital commercial to physical merch use, etc).

**CERTAIN TERMS ARE FLEXIBLE TO CHANGE WITH MUTUAL AGREEMENT BETWEEN THE ARTIST AND CLIENT DURING THE QUOTATION PROCESS**

**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.**