



Czar Esteban (Faintestclouds)

Freelance Illustrator & Concept Artist

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TERMS OF SERVICE

These terms and conditions shall govern and shall apply to any of my works and/or materials, including, without limitation to text, graphics, images, photos, sketches, final illustrations, works-in-progress, screenshots, videos, merchandise, products, and services created and published by me, the artist.

By viewing, commissioning, or purchasing any of my works here or in any other website, you hereby acknowledge that you are bound by these terms. Please read this carefully.

I. GENERAL TERMS

- a. These terms are drawn for non-commercial commissions. If you are interested in commercial or professional illustration work from me, please see the Professional Work section below.
- b. I have the right to refuse any commission, at any time, for any reason.
- c. Only three slots will be available per commission period. This is to ensure that I will be able to work on every request to the best of my ability.
- d. Be polite and respectful. I have the right to terminate a commission should the client become unreasonable or display any ill-behavior.
- e. Be clear and concise about what you want. Commissions without clear visual references and/or description will be declined.
- f. Prices may deviate from the original base price and be subject to additional charges depending on the complexity of the commissioned artwork.
- g. All communication will be done via email only. This is for me to be able to keep track of any and all messages exchanged for the duration of the commission.
- h. Clients are welcome to contact me for questions or request additional WIP screenshots for the duration of the project.

II. PAYMENT

- a. By commissioning me and/or purchasing any of my merchandise, you hereby agree that you are the person who owns the Paypal account, credit card, and/or bank account, and is authorized to make the transaction.
- b. I reserve the right to cancel the transaction if the name of the commissioner does not match the name in the Paypal, credit card, or bank account. I understand that some commissioners may not have an account and are paying using borrowed accounts. In which case, please send me a written authorization signed by the account's owner expressing their consent.
- c. The commissioner must cover the Paypal transaction fee.
- d. Please make payment within the period stated in the invoice.
- e. I only accept Paypal and orders through my Storenvy shop as the mode of payment for international commissions. Only local commissions can be paid through bank deposit.
- f. I only accept USD (dollars) for international commissions. Local commissions have the option of paying using PHP (pesos).

III. PROCESS

- a. **By commissioning me, you are agreeing to my Terms and Conditions.**
- b. Slots are given on a first paid, first served basis. I'll only start working once I receive the payment. If a payment is not received within the period stated in the invoice, the commissioner forfeits his slot.
- c. Be patient. Normal waiting period is around a week to two months, depending on how complex the artwork, my workload for commercial projects, and real life factors, including but not limited to health, family, and/or work.
- d. Should any issues occur, commissioners will be notified as soon as possible.
- e. Commissioners may request an artwork to be kept private (will not be posted anywhere, only the client will receive a copy), and a 25% Privacy Fee will be added to your total bill. This additional fee can be avoided if the client allows the upload of the work, but with the customer listed as anonymous.
- f. Commissioners are responsible for making requests for change in poses, expressions, or certain details of the illustration during the preliminary sketch stage. I, as a commissioned artist, will do my best to bring the work as close to the client's vision as possible.
- g. Only requests for small alterations in color or for fixing small mistakes will be allowed during the post-processing stage. Any other big changes that will require me to redraw the piece and change a large portion of it will incur additional charges.

IV. COPYRIGHT

- a. As the artist, I retain full copyright to all produced artwork, unless otherwise stated.
- b. Commissioners are not allowed to take credit for my work or make any alterations to the piece, including but not limited to changing the hair color, changing the outfit, drawing over the artwork, etc.
- c. All commissioned artworks are for personal use only, including but not limited to blog graphics, icons, signatures, layouts, themes, wallpapers, and personal sites. The client may contact me if they wish to own the rights for using a work in a commercial project. Please note that this already falls under Professional Work and will require the purchase of a license.
- d. In the event that the commissioner wishes to post the work elsewhere (deviantArt, Tumblr, Wysp, etc.), please include my signature in the image and link back to any of my art sites:
 - i. Portfolio: <http://czaresteban.com>
 - ii. Tumblr: <http://faintestclouds.tumblr.com>
 - iii. DeviantArt: <http://faintestclouds.deviantart.com>
 - iv. Facebook: <http://facebook.com/faintestclouds>
- e. I reserve the right to include commissioned works in my portfolio and display a web-resolution version in any of my art sites, unless a Privacy Fee has been paid for or an NDA has been signed. Owners of original characters and owners of characters from an existing series will be noted accordingly.
- f. Works-in-progress will only be livestreamed with the consent of the commissioner.
- g. Commissioners are responsible for contacting me should an artwork be used in any project that involves redistributing it (whether non-commercial or commercial). This includes the use in games, books, comics, art books, and/or materials such as prints, banners, tarpaulins, ads, etc. In under no circumstances should my artwork be used in this way without my written consent.

V. CANCELLING / REFUND POLICY

- a. Commissioners may contact me in the event that they wish to cancel their commission.
- b. Commissions cancelled by me for any given reason are entitled to a full refund.
- c. Orders that are cancelled by the commissioner before I start working on it is guaranteed an almost full refund. The Paypal fees for the refund will be shouldered by the commissioner.

- d. Commissions cancelled after I have started working (preliminary sketch stage) does not qualify for a refund.
- e. For physical merchandise, please see the [Refund/Return/Exchange Policy of The Understory's Terms and Conditions](#).

VI. PROFESSIONAL WORK

- a. Parties interested in commissioning me for works that will be used in professional or commercial purposes, including but not limited to game illustrations, game concepts, art books, book illustrations, advertisements, websites, and so forth, may contact me through email.
- b. A separate Terms and Conditions will be drawn for each individual professional work.
- c. Pricing will depend on the project and will include the rights to the image, and should be discussed along with other terms for work.
- d. By purchasing the rights to the work, I am granting the parties involved the right to use the raw high-resolution version of the work they see fit within the bounds of the discussed contract.

VII. CONTACT

For questions, you may contact me through the following sites, and I'll do my best to respond within 48 hours:

Personal Site: <http://czaresteban.com> (contact form sends the message directly to my email)

Tumblr: <http://faintestclouds.tumblr.com>

Facebook: <http://facebook.com/faintestclouds>