

# **Herzgeist – Commission Terms of Service / Contract**

*Artist: Emily Schulte / Herzgeist*

*By commissioning the Artist, the Client agrees to the following terms.*

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## **1. GENERAL TERMS**

- 1.1. The Artist reserves the right to refuse or cancel any commission at any time for any reason. (8.)
  - 1.2. The Client must be at least 18 years old.
  - 1.3. All communication will take place via email unless otherwise agreed.
  - 1.4. The Client must provide clear references and descriptions through the official Order Form.
  - 1.5. The Artist creates digital art only.
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## **2. PAYMENT**

- 2.1. Payments are made through PayPal (invoice) or Twint.
  - 2.2. 50% upfront is required before work begins.
  - 2.3. Work begins only after the Artist receives:
    - The signed ToS
    - The required references
    - The 50% upfront payment
  - 2.4. The remaining 50% must be paid before final high-resolution files are delivered.
  - 2.5. Accepted currencies: CHF / EUR / USD.
  - 2.6. Overpayments are automatically refunded in full and the commission is cancelled.
  - 2.7. The Artist does not accept additional or unsolicited payments.
  - 2.8. Only PayPal or Twint may be used; no alternative payment methods are accepted.
  - 2.9. The Artist does not accept rush jobs, even for an additional fee.
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## **3. PROCESS & DELIVERY**

- 3.1. Estimated turnaround time: approximately 3 weeks, depending on complexity and queue.
- 3.2. The Artist will provide progress updates:
  - Initial sketch (after first 50% payment)

- Colouring stage (for confirmation or minor revisions)
  - Final rendering (delivered after final payment)
    - 3.3. Final artwork is delivered digitally in PNG at the agreed resolution.
    - 3.4. Deadlines must be agreed upon before work begins.
    - 3.5. Turnaround time may extend if the Client delays with replies, approvals, or required information.
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## 4. REVISIONS

- 4.1. Major revisions (sketch stage): pose changes, redesigns, new elements.
  - 4.2. Minor revisions (colouring stage): colour adjustments, small detail corrections (free).
  - 4.3. Revisions after completion may incur additional fees or may be declined.
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## 5. USAGE RIGHTS & COPYRIGHT

### 5.1. Artist Rights

- The Artist retains full copyright to all artwork.
- The Artist may post the artwork online, broadcast the process on live streaming services (Twitch, YouTube etc.), use it in portfolios, samples, or promotional materials **unless** the Client requests confidentiality.

### 5.2. Client Rights (Personal Use Only)

Unless commercial rights are purchased, the Client may use the artwork for personal use only.

The Client may NOT:

- Use the artwork for profit
- Resell, redistribute, or mint it as NFTs
- Use it for AI training
- Claim authorship

### 5.3. Commercial Use

Commercial rights must be purchased separately (+50% to +300% of the base price).

Commercial rights allow use for:

- Merchandise
- Prints
- Branding

- Streaming/VTuber assets
  - Advertising
- The Artist retains authorship and may still show the artwork in portfolios.
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## **6. REFUNDS & CANCELLATIONS**

- 6.1. If the Client cancels before work begins, a full refund will be issued.
  - 6.2. If the Client cancels after work has begun, the initial 50% upfront payment is non-refundable.
  - 6.3. If the Artist must cancel for any reason, the Client will receive a full refund.
  - 6.4. Filing a chargeback without attempting resolution results in immediate blacklisting and termination of all rights to the artwork.
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## **7. DEADLINES & INACTIVITY**

- 7.1. If the Client becomes inactive for more than 7 days during a stage requiring feedback, the Artist may continue based on the last provided instructions.
  - 7.2. If the Artist cannot meet an agreed deadline, the Client will be notified as soon as possible.
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## **8. PROHIBITED CONTENT**

The Artist does not create artwork involving:

- Mecha
- Pro ships
- Incest
- Hardcore gore
- Hateful or illegal content
- Pornography & fetishes

8.1. The Artist does not create artwork intended for use in AI datasets or generative AI training.

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## 9. AGREEMENT

**By signing this document and sending payment, the Client confirms they have read, understood, and agreed to these Terms of Service.**

**Client Signature / Confirmation:**

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