



SleepyTenny's Terms of Service

Please read the following terms and conditions carefully. By commissioning artwork from me, you agree to abide by these terms.

1. Usage Rights

You will choose between two options upon commissioning SleepyTenny.

- a. If the commissioned artwork is for personal use only:
You may use the artwork for personal projects, display, or gifting. Any form of commercialization of the art (shirts, pins, album art, streaming assets, etc) is not allowed.
- b. If the commissioned artwork may be used for commercial purposes:
You may use the artwork for personal projects, display, or gifting, as well as for commercial purposes (shirts, pins, album art, streaming assets, etc). A 10% commercial licensing fee will be added to the final price.

2. Artist's Rights

- a. I retain the right to post the completed artwork on my social media platforms, website, and portfolio. I may also use the artwork for promotional purposes unless otherwise agreed upon. If you request confidentiality (e.g., a surprise gift), I will not share the artwork publicly until permitted to do so.
- b. I retain the right to refuse any commission that I deem out of my artistic range, or for any other reason.

3. Client Responsibilities

You may not resell or claim my artwork as your own. Cropping out or tampering with my watermark in any way, especially to remove or edit it, is not allowed. Tagging to credit whenever the artwork is used or shared is appreciated but not required.

4. Payment Terms

- a. 100% payment must be made upfront for sketch commissions and bust commissions. The same is preferred for more complex commissions, but a 50% upfront and 50% after completion payment plan may be agreed upon.
- b. Prices are in USD and PHP, but other currencies are also accepted. Prices in other currencies will be determined according to the USD exchange rate on the day you and I agree on the commission.
- c. The PHP prices are exclusively for Filipino clients.
- d. I accept payments to VGen, Paypal, or bank transfer (Maya, Gcash, RCBC, or Security Bank). You are responsible for shouldering any convenience or processing fees incurred.

5. Revisions and Cancellations

- a. I will send updates for every stage I complete (usually sketch, lineart, flat colors, shading, and final rendering) and will not continue to the next stage until the current one is approved. This allows you to ask for up to three revisions max per stage. Asking for revisions for previously approved stages will not be allowed.

- For example: You have approved a lineart stage update. I send another update with flat colors. You ask for a color palette change. This will be accepted and applied. You ask for a pose change. This will NOT be accepted.
- b. Cancellation is only allowed before the artwork is 50% completed. If you have already paid and I have not started on the artwork before cancellation is requested, you will receive a full refund (minus any transaction fees and taxes). If I have already started, the refund amount will be determined by the percentage of work stages that haven't been started, (minus any transaction fees and taxes).
 - For example, a fully-rendered commission will be refunded 60% if the client cancels before SleepyTenny starts with the flat colors stage
- c. If I must cancel the commission for any reason, you will receive a full refund.

6. Delivery

- a. Any commission deadline must be stated upfront. I will aim to complete the commission within the aforementioned time, but please be aware that delivery times may vary depending on the complexity of the work and my current workload.
- b. The completed commission will be delivered in JPG & PNG formats via email (sleepytenny@gmail.com).

7. Copyright and Ownership

- a. I retain the copyright to the commissioned artwork, which allows me to use it for promotional purposes, including posting on my social media, website, and portfolio.
- b. By commissioning artwork, you are either granted a license to use the artwork for personal purposes only or commercial purposes as well. If you chose the former, you are prohibited from reproducing or using the artwork for commercial purposes. If you chose the latter, you may reproduce and use the artwork for commercial purposes after paying a 10% commercial license fee.

8. AI, NFTs, and Cryptocurrency Usage

It is strictly prohibited to use my artwork for cryptocurrency-related purposes, including NFTs (non-fungible tokens), blockchain-based assets, or training/generating AI models.

9. Disputes and Refunds

If there is a dispute regarding the commission, I am open to discussing and resolving the issue. However, refunds are unavailable once the commission is completed unless otherwise stated in the agreement.

10. General Terms

By commissioning artwork, you agree to the terms outlined above and accept that any changes or additional agreements must be made in writing. By agreeing to proceed with your commission, you confirm that you have read and accepted these Terms and Conditions.

