

SwagPassion Commission Policies & Terms of Service

This document outlines the official commission policies, terms of service, and professional standards governing all artwork and services provided by SwagPassion.

Commission Policies & Terms of Service

SwagPassion is a founder-led creative studio specializing in handcrafted charcoal and graphite artwork. These policies are designed to protect both the client and the artist, ensure a smooth commissioning experience, and maintain professional standards of quality, communication, and fairness.

By placing an order with SwagPassion, you acknowledge that you have read, understood, and agreed to the following terms and conditions.

Payment Methods & Order Confirmation

SwagPassion accepts payment through the following methods:

- Apple Pay
- Cash App
- Amazon Pay
- PayPal
- Debit/Credit (when available via platform)

Full payment is required upfront for all commissions. No work will begin until payment has been received, the artwork size has been selected, and the delivery method (shipping or pickup) has been confirmed. Orders are fulfilled on a first-paid, first-started basis. Payment secures your place in the production queue.

References & Communication

Reference images are not required but are strongly recommended to ensure accuracy, likeness, and correct interpretation of important details such as facial features, hairstyles, markings, or accessories. If no reference is provided, the artist will rely on artistic interpretation, and exact likeness is not guaranteed.

Communication and clarification may occur prior to starting the artwork through email, phone, Instagram direct messages, or Facebook messages. Once the charcoal drawing process has begun, major changes may require additional fees or may no longer be possible depending on the stage of completion.

Turnaround Time (Definition & Expectations)

Turnaround time refers to the period between payment confirmation and when the completed artwork is shipped or ready for pickup. This timeframe includes the full creative and preparation process, including drawing, fixative application and drying, quality inspection, and packaging.

Turnaround time is measured in business days only and does not include weekends or holidays. Estimated turnaround times by size are as follows:

- **8×10:** 5–7 business days
- **11×14:** 7–10 business days
- **12×18:** 10–14 business days
- **18×24:** 14–21 business days

These timeframes are estimates and may vary slightly based on workload, complexity, or order volume.

Revisions Policy (Pre-Shipping Only)

Each commission includes one minor revision. Minor revisions are limited to small, non-structural adjustments such as subtle shading corrections, value balancing, contrast refinement, or light cleanup.

Major revisions are not included in the base commission price. These include, but are not limited to:

- Changing reference images
- Altering facial features or expressions
- Modifying hairstyle, clothing, or pose
- Adding or removing subjects

Major revisions may incur an additional fee ranging from **\$15–\$40**, depending on artwork size and complexity. In some cases, a major revision may require a full redraw price depending on how far the artwork has progressed.

Before shipping, clients will receive a final preview image via email. All revision requests must be submitted at this stage. If no response is received within **24 hours**, the artwork will be considered approved and prepared for shipping. Once artwork has been shipped, revisions are permanently closed.

Cancellation & Refund Policy

A 24-hour grace period applies after payment only if work has not yet started. Refund eligibility is determined by the stage of completion:

- **Work not started:** 100% refund
- **Sketch or planning stage started:** 50% refund
- **Charcoal process started:** No refund

Work may begin at any time within the 24-hour grace period. Refunds are not issued for delays caused by missing client information or lack of communication.

Shipping Policy

Orders ship within one to two business days after artwork completion and client approval. Tracking information will be provided once the order has shipped. SwagPassion is not responsible for carrier delays once the package is in transit.

Clients are responsible for providing an accurate and complete shipping address. Packages returned or misdelivered due to incorrect address information must be reshipped at the client's expense.

Shipping Damage Policy

Shipping damage must be reported within **48 hours** of delivery. Damage claims require clear photographic evidence, including:

- The artwork
- The packaging
- The shipping label

Damage is defined as bent or creased artwork, water or moisture damage, or severe smudging beyond fixative protection.

Resolutions are limited to partial refunds only:

- **Minor damage:** 25% refund
- **Moderate damage:** 40% refund
- **Severe damage:** 50% refund

Full refunds are not guaranteed, and replacements or redraws are issued at the artist's discretion.

Artist Error Policy

Artist error includes delivering the incorrect size, using the wrong reference image, or missing clearly stated key features such as tattoos, scars, or glasses. To qualify as artist error, key features must be either clearly visible in the reference image or explicitly stated in writing before work begins. Features not shown or specified are not considered artist error.

If artist error occurs, resolution may include a free correction if feasible, a partial refund, or a redraw at the artist's discretion.

Content Policy

SwagPassion accepts the following content:

- Portraits of individuals, couples, and families
- Pet portraits
- Fan art for personal use only
- Stylized or realistic charcoal or graphite artwork

Certain content may be accepted only after consultation and may require additional fees. This includes mature or suggestive themes (non-explicit), partial non-sexual nudity, tasteful artistic nude studies, sensitive subject matter such as memorials or scars, and religious or political imagery. If accepted, a consultation fee of **\$25-\$75** may apply depending on size and complexity.

The following content is not accepted:

- Hate speech or discriminatory content
- Explicit sexual content or pornography
- Sexualized depictions of minors
- Extreme or graphic violence or gore
- Promotion of illegal activity
- Non-consensual or exploitative requests
- Harassment, impersonation, or deepfake-style requests

SwagPassion reserves the right to refuse or cancel any request that violates these standards or makes the artist uncomfortable. Refunds follow standard refund tiers based on the stage of completion.

Social Media & Process Content Policy

By default, SwagPassion may record and share progress clips, timelapses, behind-the-scenes footage, and final artwork reveals on platforms such as Instagram, TikTok, YouTube, and Facebook. Personal information and raw reference images are never shared without consent.

Privacy Option

Clients may request full privacy for their commission for an additional fee of **\$30**. This option removes all process videos, final reveal posts, and promotional or marketing use of the artwork.

Copyright & Licensing

SwagPassion retains full copyright ownership of all artwork. Clients receive personal-use rights only. Any commercial use, including merchandise, branding, resale, or business promotion, requires a separate commercial license. Licensing fees range from **\$75-\$250+**, depending on scope of use.

Right to Refuse Service

SwagPassion reserves the right to refuse service at any time and for any reason.

Reference Consent Rule

If reference photos include individuals other than yourself, you confirm that you have permission to use them. SwagPassion may refuse requests that appear non-consensual, exploitative, or suspicious.

Artificial Intelligence (AI) Use Policy

All commissioned artwork is created by hand using traditional drawing methods unless explicitly stated otherwise. SwagPassion does not use AI to generate final commissioned artwork. AI tools may be used only for administrative tasks, scheduling, reference organization, marketing mockups, or time-lapse editing and presentation.

AI-generated reference images may be accepted as inspiration only. Exact duplication is not guaranteed. SwagPassion reserves the right to refuse AI-generated references that closely imitate real artists' styles, infringe on copyrighted material, or appear unethical or misleading.

Artwork created by SwagPassion may not be uploaded into AI generators, used for dataset training, or altered using AI tools without written permission. Requests involving AI enhancement, conversion, deepfakes, or impersonation are not accepted. Violations may result in refusal of service, cancellation, or refunds based on the stage of completion.

Policy Changes

SwagPassion reserves the right to modify or update these policies at any time.

Final Note

SwagPassion is built on ethical practices, artistic integrity, and long-term sustainability. These policies exist to protect both the client experience and the creative process as the brand continues to grow.

Website Privacy Policy

Welcome to SwagPassion!

These terms and conditions outline the rules and regulations for the use of SwagPassion's Website, located at *swag-passion.com*.

By accessing this website, we assume you accept these terms and conditions. Do not continue to use *swag-passion.com* if you do not agree to take all of the terms and conditions stated on this page.

Cookies:

The website uses cookies to help personalize your online experience. By accessing *swag-passion.com*, you agree to use the required cookies.

A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

We may use cookies to collect, store, and track information for statistical or marketing purposes to operate our website. You have the ability to accept or decline optional Cookies. There are some required Cookies that are necessary for the operation of our website. These cookies do not require your consent as they always work. Please keep in mind that by accepting required Cookies, you also accept third-party Cookies, which might be used via third-party provided services if you use such services on our website, for example, a video display window provided by third parties and integrated into our website.

License:

Unless otherwise stated, SwagPassion and/or its licensors own the intellectual property rights for all material on *swag-passion.com*. All intellectual property rights are reserved.

You may access this from *swag-passion.com* for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Copy or republish material from *swag-passion.com*
- Sell, rent, or sub-license material from *swag-passion.com*
- Reproduce, duplicate or copy material from *swag-passion.com*
- Redistribute content from *swag-passion.com*

This Agreement shall begin on the date hereof.

Parts of this website offer users an opportunity to post and exchange opinions and information in certain areas of the website. SwagPassion does not filter, edit, publish or review Comments before their presence on the website. Comments do not reflect the views and opinions of SwagPassion, its agents, and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, SwagPassion shall not be liable for the Comments or any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

SwagPassion reserves the right to monitor all Comments and remove any Comments that can be considered inappropriate, offensive, or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent, or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material, which is an invasion of privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant SwagPassion a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats, or media.

Hyperlinking to our Content:

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System-wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications, or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- Commonly-known consumer and/or business information sources;
- [Dot.com](#) community sites;
- Associations or other groups representing charities;
- Online directory distributors;
- Internet portals;
- Accounting, law, and consulting firms; and
- Educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of SwagPassion; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to SwagPassion. Please

include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- Using any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of SwagPassion's logo or other artwork will be allowed for linking absent a trademark license agreement.

Children's Privacy:

SwagPassion does not knowingly collect personal information from individuals under the age of 13. If such information is discovered, it will be deleted promptly.

Your Rights & Choices:

Depending on your location, you may have the right have the right to:

- Request access to personal data
- Request correction or deletion of data
- Withdraw consent for promotional use (where applicable)

Requests can be made by contacting us directly.

Data Retention

Personal data is retained only for as long as necessary to:

- Complete commissions
- Maintain business records
- Comply with legal or tax obligations

Reference files may be deleted after project completion unless ongoing use is required.

Third-Party Links & Services:

SwagPassion may link to third-party platforms including:

- Payment processors
- Social media platforms
- Shipping services

We are not responsible for the privacy practices of third-party websites. Users should review their policies independently.

Content Liability:

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are raised on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Reservation of Rights:

We reserve the right to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website:

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct. We do not warrant its completeness or accuracy, nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Disclaimer:

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury;
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any way that is not permitted under applicable law; or
- Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.