

Terms of Service

I, Pepper A. Quinn, am an independent artist who offers to create digital artwork as part of their business. I reserve the right to choose the work I do and do not take. The following is my terms and conditions for requesting and receiving commissioned artwork done by myself. It includes both your rights as a client and my rights as an artist. Read carefully as you will be asked if you have read the document and agree to it when you start the commission process. It is also advised that you save a copy of this document for your own future reference.

Subject Matter

The artist is willing to work with any the following themes and subject matter listed below as part of a commissioned work:

- Animals (living or extinct)
- Anthro/furry characters
- Backgrounds art & scenery
- Character design
- Complicated designs
- Concept art
- Diverse body shapes & features
- Emotes or emojis
- Fanart
- Fantasy creatures
- Humanoid characters
- Outfit design
- Personal portraits
- Prop design
- Reference sheets
- Scientific or medical style illustrations
- Still-life(s)
- V-tuber assets

The artist is *not* willing to work with any the following themes and subject matter listed below as part of a commissioned work: *

- Hate speech or general bigotry
- Large (6+) group portraits
- Multi-page comics
- NFTs
- Political themes
- Religious deities and/or figures
- Style imitation

* If you are a legal adult interested in more adult oriented subject matter, reference *NSFW* on pages 3-4 for more information on which subject matter will and will not be accepted.

Medium

This artist produces exclusively 2-D digital artwork. This artwork may be sent to clients in one or more of several raster-based formats; some of which may include multi-channel, transparency, or layer data upon request. These formats include and are primarily limited to: .png; .jpg/.jpeg; .ora; AND .psd. Other output file types may be discussed but may be subject to additional software licensing fees as applicable.

Revisions & Updates

Clients can expect reasonably frequent updates while the artist creates their commission to give ample time and opportunity for feedback and constructive criticism. Updates will be given to the client after each major project milestone for client approval, but are only required to be served once daily, although they may be more frequent through the goodwill of the artist.

Clients are permitted to ask for up to four (4) rough sketches or thumbs for any non-sketch commission; more can be bought for a standard sketch price. Once past the sketch phase, up to two (2) major revisions may be requested by the client for the artist to correct the piece as the client desires. Past these first two revisions, a fee of 15% of the agreed upon price (before commercial fees) will be charged per additional major revision.

Turnaround

Commissions are typically queued on a first come first served basis and are completed at a reasonable pace that is comfortable for the artist; however, the artist is willing to expedite pieces for an additional fee. The specific price of expedition will vary based on the nature of the piece and tightness of the requested schedule.

Turnaround time may vary but should not take longer than three months (90 days) for most pieces. The specific turnaround time will vary on a combination of factors such as the length of the queue, the size and scope of the piece, the art style requested, the research time required for the topic, the general technical skill inherent, and emotional labor involved in creating the piece. Under unfortunate circumstances the turnaround time frame may change due to unforeseen life events. If this is the case, clients will be informed of the expected change in turnaround time promptly and a new expected finished timeframe will be estimated. If a client cannot or does not wish to accept this

new time, a full or partial refund may be discussed. See *Refunds* on page 7 for more information about refunds.

NSFW

NSFW is a colloquial term used to describe all work that is deemed “not safe for work” by societal consensus; this may include a wide range of explicit materials such as: nudity, sexually gratifying content, depictions of violence/abuse, gore, body horror, etc.

The artist is willing to depict the following NSFW themes and subject matter in commissioned art:

- Blood
- Body horror
- Injured or dead animals
- Light bondage
- Gore
- Lingerie
- Non-sexual nudity
- Pin-ups

The artist *not* willing to depict the following NSFW themes and subject matter in commissioned art:

- Animal genitalia
- Animals in sexual situations
- Aroused genitalia
- Bodily waste
- Child coded characters in compromised situations (i.e., nudity, gore, etc.)
- Explicit self-harm or suicide scenarios
- Fetish-centric themes or scenarios
- Hyper-sexualized proportions
- Infected or festering wounds
- Non-consensual sexual scenarios
- Police or military brutality
- Real life persons in compromised situations (i.e., nudity, gore, etc.)
- Sexual fluids
- Torture or abuse

Due to the American laws dictating the sale and distribution of adult materials any clients who wish to obtain any NSFW commission(s) must be eighteen (18) years of age or older and provide their legal birthday as proof of such. This should be done through private channels such as through direct messages on a social media platform or via e-mail. An additional stipulation of providing legal ID may be imposed on any client whose declared age comes into question. Under these circumstances, a photograph of valid state issued identification (i.e., driver’s license, student

ID, birth certificate, etc.) alongside a handwritten note of the client's current username will be required; these items must both be clearly visible and as part of the same photograph. All personal information beyond the birthday and username may be redacted for the client's personal safety and comfort. A copy of the client's birthday and any photographic evidence of age may be kept as a part of business files. This information will not be shared publicly and will only be disclosed to relevant authorities if subpoenaed.

Due to the increased emotional labor involved in creating NSFW materials, the artist chooses to charge a premium for it. As a standard, NSFW materials will be charged at a rate of 150% to 300% higher compared to similar non-NSFW pieces. This upcharge is subject to increase depending on the level of emotional stress the artist feels the piece will cause them. Due to the American laws dictating the distribution of such adult materials and the often-disturbing nature of these themes, the artist will only offer such materials to individuals who are eighteen (18) years of age or older.

Personal Work

For many clients, art is commissioned purely for personal use and enjoyment. Art intended for such non-commercial purposes is priced at the artist's baseline pricing as they understand such purchases are a luxury. Art bought under this pretense is not to be used on or as a part of commercial product and hence does not come with the commercial license associated with it. If the client later decides they wish to use artwork or design commercially they may purchase the commercial rights and license for it at a rate proportional to what they initially paid.

Clients who paid for person/non-commercial artwork to be created have certain rights pertaining to the use and modification of their purchased artwork. They are as follows:

1. The right to privately display the artwork in whatever manner a client sees fit.
2. The right for a client to modify finished pieces, including through third parties.
3. The right to create products featuring said artwork for oneself, close friends, and/or family.

Such products cannot be sold for anything more than cost and must be produced in runs of 10 or less.

All artwork and designs produced as personal/non-commercial works are non-transferable and hence cannot be resold without express written permission for the artist. See *Resale* on page 7 for more information about gaining resale permission.

Commercial Work

Art destined to be used as part of a brand's image or intended to become part of a commercial product for sale must be purchased with and under a commercial license agreement.

A commercial license agreement permits for the client to do the following:

1. The right for a client to use the finished artwork as part of or commercial product.
2. The right for a client to modify finished pieces, including through third parties.
3. The right for a client to sell products derived from the artwork so long as they pay a small commercial licensing fee; this fee may vary depending on the specific agreement the artist and client comes to, including being entirely waived.
4. The right for a client to be able to publicly republish the artwork so long as the artist is given proper credit; this credit stipulation may be waived through contract.

All prices, fees, and rights are negotiated through contract and mutual agreement. License and contracts may be upgraded to at later dates through mutual agreement. All licensing fees are non-refundable. All commercial licenses are non-transferable without prior approval of the artist or through prior contractual agreement for the artist to waive their rights to it; see *Resale* on page 7 for more information about the terms of resale of artwork produced by the artist under a commercial agreement.

Default Commercial License

Some clients may not wish to negotiate a specific contract with the artist, Pepper A. Quinn. For these clients the artist offers a default commercial license. Under this license the client is given the rights outlined above. As payment for this license, the client will be charged at a rate that is 250% of non-commercial art and pay a flat 5% fee on any product produced that prominently features the artwork being licensed.

Pricing & Payment

Pricing will be decided based on an initial base price (defined by a normal similarly technical art piece destined for non-commercial use) that will then be potentially compounded by several different classes of fees.

Base pricing for pieces is determined based on a combination of factors, namely the number of expected man hours the piece will take, size of the piece, technical skill involved, and specific expertise involved. This is to be determined by the artist based on their own experience with similar pieces and how they choose to value their own time. Fees will then be applied onto the base price in the following order:

1. NSFW fees (see NSFW on pages 3-5 for more information)
2. Commercial licensing fees (see Commercial Work on pages 5 for more information)
3. Rush fees (see Turnaround on page 3 for more information)
4. Money transfer fees

Once a price has been quoted based on the initial request, there is limited opportunity to negotiate pricing based on adjustments to the request to better fit within a desired price range. After both parties agree on the price, the artist will invoice the client through their preferred means of payment.

The following forms of payment currently are accepted by the artist; all other forms of payment are not accepted:

- Bank transfer
- PayPal

The artist requires a minimum of half (50%) of the quoted price to be paid upfront before the project can be started. If a client refuses to pay the required amount, the artist will refuse to further pursue the commission and shall refund the amount paid minus money transfer fees. If not paid in full before the start of the project, the rest of the quoted balance must be paid in full before the artist will release the final work. If the client refuses to complete their payment for the services and goods provided the artist reserves the right to withhold the finished goods until such a time that the client pays off their balance.

Should the client desire more than the maximum number of free sketches or revisions allowed under these terms of service (see *Revisions & Updates* on page 3), such fees shall be priced

according to the outline established in the pertinent section plus the addition of any necessary money transfer fees. An invoice shall be sent to the client and the full amount quoted for that series of sketches or revisions shall be paid; no additional sketch(es) or revision(s) shall be started until said balance is paid.

Licensing fees, when applicable, are expected monthly on the first (1st) of the month unless otherwise specified through a formal written contract. All payments are expected to be in the form of a direct deposit to the artist's bank OR as a commercial transaction to the artist's PayPal; the client is responsible for covering all transfer fees.

Refunds

Refunds are only given in such a situation as when the artist is unable to complete the agreed upon work in a timely manner. A full refund will only be given if requested before the work is able to be started. Partial refunds may be given any time during the process if the client is dissatisfied with either the quality of the work or the time it is taking to complete it. The amount refunded during a partial refund will be equal to the difference between what the client has paid and the price of a work at a similar stage of polish with all the necessary fees. If a client has stipulated that a work was to be used as part of a commercial project but cannot use the work as part of the commercial product due a) to the work being incomplete or b) that the nature of the project has changed so that the artwork can no longer be incorporated, then a refund for the commercial fees may be given if, and only if, the discovery of the inadequacy is discussed before the completion of the artwork and that said artwork will not be used as part of any commercial product. Once a piece is finished, no refunds will be given.

Resale

All artwork and designs produced by the artist are unable to be resold and/or have their ownership transferred without express written permission from the artist or unless otherwise stated in a formal written contract that both parties have mutually agreed upon. Additionally, the artist disallows any of their artwork and/or designs to be used as part of any non-fungible token (NFT) or other such blockchain technology; this is not negotiable via contract.

Media Rights

The artist reserves all rights to publicly post and share artwork on any of their privately held social media accounts or as part of their portfolio unless otherwise discussed with the client. The artist may choose to sell this right to the client artist fee for personal pieces *or* as part of a larger contract that includes an NDA as part of commercial work. Conversely, the artist is not obligated to post or share the artwork to social media unless agreed to as part of a larger contract.

Crediting the Artist

The artist must be credited for any publicly shared artwork unless otherwise noted below or mutually agreed between the artist and client. This may be done through an ad hoc written conversation where the artist explicitly notes they do not wish to be credited or through a formal signed contract between the two parties.

The artist would like to be credited as their social media handle on the site that the artwork is being shared on when possible; if the artist does not have an account on the site media is being posted then credit should go through a link to their portfolio website. The following are social media accounts and handles that the artist is comfortable being credited on:

Portfolio : <https://www.pepperaquinn.art/>

ArtFight : <https://artfight.net/~PepperQuinn>

BlueSky : <https://bsky.app/profile/pepper-a-quinn.bsky.social>

DeviantArt : <https://www.deviantart.com/pepper-a-quinn>

Instagram : <https://www.instagram.com/pepper.a.quinn/>

Reddit : <https://www.reddit.com/user/Pepper-A-Quinn>

Toyhou.se : <https://toyhou.se/PepperQuinn>

Tumblr : <https://pepper-a-quinn.tumblr.com/>

When artwork is being used as part of a larger project, credit in the medium-appropriate credits section of the project is required unless otherwise stated per a contract; the name the artist would like to be credited under is “Pepper A. Quinn”.

Refusal to Associate with Abhorrent Behavior

No person shall be discriminated against any individual for being part of any legally protected class or having inherent characteristics outside of their control such as: race/ethnicity, religion, national origin/citizenship, familiar status, gender identity, sexual identity, disability, veteran status, etc. However, as an independent artist, Pepper A. Quinn reserves the right to refuse services to individuals who engage in abhorrent behaviors such as may be found potentially damaging to the artist and their brand.

Abhorrent behaviors are defined as the following:

1. Actively condoning, encouraging, or participating in a paraphilia that revolve around non-consenting individuals (i.e., pedophilia, bestiality, rape, etc.).
2. Documented case(s) or credible accusation(s) of animal abuse.
3. Documented case(s) or credible accusation(s) of grooming and/or sexual abuse of a minor.
4. Documented case(s) or credible accusation(s) of violence, assault, abuse, etc. against another human being.
5. Documented case(s) of encouragement of self-harm or suicide in others.
6. Documented case(s) of the individual exposure of private sensitive information of a private person without the consent of said person (a.k.a. doxing).
7. Proliferation of hate speech and/or use of publicly recognized hateful symbols.

If a client is found to be participating in one or more of the above defined abhorrent behaviors the artist reserves the right to ask that client to stop using their art publicly. If the piece(s) were bought and used for a commercial product the artist reserves the right to buy back the commercial rights for that/those piece(s) at the same rate the client paid for their commercial license (excluding any licensing fees paid on products sold). In return, the client will immediately stop selling and distributing any product that the artist's artwork was being used as part of. If the product in question is being used or shared on social media, the piece(s) are to be removed from the platform within twenty-four (24) hours of payment. If the product in question is part of a larger multi-media project that cannot have it easily updated due to being already deeply incorporated and/or published, the credit will be changed to "Pepper A. Quinn, who no longer wishes to be associated with [person/brand/project]" when possible and the artwork shall not be used in future products.