

Perihn's Terms of Service



Contact: perihn@gmail.com

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These terms are subject to alterations, additions and revisions

I DO NOT CONSENT TO MY WORK BEING USED IN ANY ARTIFICIAL INTELLIGENCE (AI) PROGRAMS, PROMPTS, LISTS, GENERATION OF "NEW" IMAGES, ETC. INCLUDING BUT NOT LIMITED TO M*IDJ*OURNEY, D*ALL*-E 2, L*ENSA, S*TABLE D*IFFUSION, F*OTOR, P*IXRAY, AD*BE ST*CK.
(Names include * to prevent search results.)

Client(s) shall not reproduce and/or otherwise use the Work in any manner for purposes of training artificial intelligence technologies to generate work, including without limitation, technologies that are capable of generating works in the same style or genre as the Work. Nor shall Client(s) sublicense others to reproduce and/or otherwise use the Work in any manner for purposes of training artificial intelligence technologies to generate work.

I DO NOT CONSENT TO ANY AND ALL PAID COMMISSIONS, PATRON REWARDS AND ANY OTHER ART I CREATE TO BE USED IN AI IN ANY WAY SHAPE OR FORM.

I DO NOT, NOR WILL I EVER SUPPORT NFTs (Non-Fungible Tokens). My work is NOT to be used on any and all platforms that create, buy, sell or are about NFTs, if my work is found on any websites such as this please contact me immediately as I do not want it there.

To learn more about why NFTs are no good:

📺 Line Goes Up – The Problem With NFTs

By commissioning me, you are agreeing to these terms of service, please take the time to read and understand them.

All prices in Vgen, Ko-fi, and/or Order Forms are listed in United States Dollars (USD) and are **baselines**. Additional fees may apply depending on the complexity of your character and additional objects (pets, jewelry, weapons, etc).

✿What to expect:

- Average turnaround time is between 1-3 weeks after payment
 - I will communicate any delays if they occur.
- You will receive a high resolution file of the completed artwork
 - I will no longer be providing sketches and line work progress outside of the initial approved sketch.
- Additional characters are priced based on how much of each can be seen.
 - I.e. Bust, Waist-up, Full Body etc.
- All characters and body-types welcome!
- I do not take Not Safe For Work (NSFW) comms
- Non-sexual nudity is OK

✿Please be sure to include:

- A description of what you'd like, or:
 - If you're unsure how to communicate your idea, a stick figure drawing is absolutely welcome and appreciated
 - Mood Boards are welcome
 - If you have no ideas, I'm happy to give some samples to choose from
- Reference images for the character, preferred outfit (if applicable) or any details not shown in refs. Names of armor can be helpful too if you can't get up-close daytime shots (for MMO based characters).
 - If these are not provided, details will be simplified
 - Overly complex details may still be simplified
- Please keep reference images Safe For Work (SFW), non-sexual nudity is fine!
- Any other information you feel is important i.e. expression or pose preference, overall mood, character personality etc.

✿Terms of Use and Conditions✿

I reserve the right to decline any commission for any reason.

✿Payment and Cancellations

1. Clients must be 18 years or older
2. Prices are in USD and only accepted through VGen, Paypal, or Stripe. Payments will be made through an order confirmation on VGen, shopping cart checkout on Ko-fi, or invoice sent by me.
3. **VGen:** terms and conditions are condensed via their website:
 - a. Work on your commission will not begin until payment is confirmed
 - b. Payment plans can be arranged depending on commission type
 - i. Payment plans are not applicable to all commission types
 - ii. Payment plans adhere to the following stipulations:
 1. Work will not continue on your commission until paid in at least Half the Amount Owed.
 2. Work will not be completed on your commission until paid in the Full Amount Owed.
 3. You will not receive your finished commission until it is paid in the Full Amount Owed.
4. **Ko-fi:** terms and conditions are condensed via their website, what you need to know:
 - a. Ko-fi orders do NOT allow payment plans, there is no functionality on the platform to provide this option.
 - b. Ko-fi orders are paid in full up front, please be prepared to pay this upon checkout.
 - c. Add-ons available, must click the options when ordering or you will have to increase the base price manually.
 - d. Read commission description carefully to understand cost and price changes as this will vary.
 - e. Patrons receive a discount link for ordering on this platform, be sure to check patreon.com/perihn for updates and links.
5. **Invoices via Paypal or Stripe:**
 - a. Invoices are sent out after you have approved an initial sketch.
 - b. Do NOT send payment before receiving an invoice
 - c. Invoices must be paid within 1 week or you forfeit your slot
 - d. Work on your commission will not continue until payment is confirmed
 - e. Payment plans can be arranged upon discussion:
 - i. Payment plans are not applicable to all commission types
 - ii. Payment plans adhere to the following stipulations:
 1. Work will not continue on your commission until paid in at least Half the Amount Owed.
 2. Work will not be completed on your commission until paid in the Full Amount Owed.

3. You will not receive your finished commission until it is paid in the Full Amount Owed.

❁Patreon Members & Discounts

1. Paid Patreon Members(subscribers) receive a commission discount where applicable. I will confirm your patron status beforehand.
 - a. Free Tier Patrons do not receive discount access
 - b. Patron status is not required to order
 - c. Patrons get early access to all commission types where applicable
 - d. Patrons can sign up for monthly commissions:
 - i. Monthly commissions cost significantly less than outside platform(s)
 - ii. Monthly commission rewards are delivered via patreon post titled "Month Rewards" ie; "January Rewards" and are tagged as such.
 - iii. Download monthly commissions directly from these posts.
 - e. My patreon can be found here: <https://www.patreon.com/perihn>
2. Tips are welcome but not required! Vgen, Ko-fi and/or sent invoices make it so you can add a tip through them or you can tip afterwards at: <https://ko-fi.com/perihn>
3. If the client chooses to cancel the commission for any reason the client agrees to forfeit part or all of the refund based on how much progress has been made.
 - a. **Refunds will not be given on completed artwork.**
 - b. **Refunds are not available for patrons after reward completion.**
 - i. If you sign up for an advanced amount of time without intending to, I will refund the difference minus the current month.
 - c. **The client will not receive a full refund if they break the terms and conditions.**
4. If I am unable to complete your commission for reasons beyond my control I will refund you in full. Partial refunds will be given for incomplete but mostly finished work, I will go over the refund amount with you beforehand.

❁Communication & Delivery

1. **All communications will be in text form ONLY.** I do not communicate orders via voice/video calls. Communications can vary by platform client(s) order from, including but not limited to:
 - a. Email, Discord Direct Message, Vgen Ordering, Ko-fi Direct Message.
2. Clients should specify preferred contact method(s) where appropriate.
 - a. If no contact method is specified, I will defer to the platform ordered from; Vgen Ordering/Delivery system, Ko-fi Dms, Discord Dms or Email (if provided) if the file is too large for other methods.
 - b. If the file is too large for traditional delivery methods I will communicate this with the client for another delivery method; drive link, shared files etc.
3. Clients must be aware of checking their messages for timely correspondence.

✿ Copyright

4. **Artwork is created for general, non-commercial use only.**
 - a. The client may alter, manipulate, or edit the artwork for any non-commercial use. (Wallpapers, Avatars/Icons etc.)
 - b. The client may allow others to use the work for non-commercial purposes.
 - c. The client may use artwork on their streaming channels as emotes, headers, avatars.
 - d. The client may use overlays on their streaming channels with **proper credit somewhere on their page.**
5. **DO NOT** repost my work without proper credit or linking. If you aren't sure, please ask.
6. I reserve the right to display any work in portfolios, galleries or any social media site.
 - a. Unless otherwise specified or requested by the client, all work can potentially be shared in this manner.
7. Commercial use must be discussed prior to invoicing, pricing and terms will differ.
8. I reserve the right to stream client work on my twitch channel.
 - a. Unless otherwise specified or requested by the client, all work can potentially be shared in this manner.
9. I reserve the right to claim any unauthorized profits made off of the artworks' use.
10. I reserve the right to recycle sketches and poses that were not chosen for future commissions and personal work.
11. If commissioned for fanart of an existing series or franchise, I reserve the right to sell the artwork at any given point, such as prints or in art books (transfer of rights not applicable to fanart).

✿ Commercial Use & Licensing Terms

1. **Commercial Use & Licensing is NOT a transfer of copyright.**
2. **As stated above: unless discussed otherwise, the client agrees that this is strictly for personal use** (such as posting, personal printing, using as an avatar/banner, etc.) and does not have the right to reproduce the artwork for any profit whatsoever.
3. **General Non-Commercial:** Streaming / Content use: using on socials/stream/discord etc. any other form of non-monetary use.
Full Commercial: Merchandise / Ads / Print: artwork created for the purpose of profit or any other form of monetary gain(s) now or in the future.
4. If the client intends to use the commissioned artwork for commercial use (advertisement, printing, merchandise etc), this must be disclosed at the start of the commission process.
 - a. Depending on project(s), a transfer of rights and/or licensing may be included/purchased and will affect the total cost.
 - b. A commercial fee ranges from 100-200% of the original commission cost, in addition to the original cost.

- c. Depending on project(s), purchase(s) may include a Bill of Sale and/or Licensing Form(s), please be prepared to fill out the provided form(s) and return in a timely manner.
 - d. Please read form(s) carefully as some may have thresholds to be determined by both parties.
- 5. Client agrees to still credit me as the original artist of said artwork even if rights are transferred.
 - a. Credit can include but is not limited to: Sharing my name/username, Linking back to my website/socials, tagging on socials, etc.

✿Revisions

- 1. Each commission type will have its own rules, generally I accept revisions when I send WIPS which will be at the sketch stage, color stage, and final stage.
- 2. If you require more revisions than this there could be additional charges applied (USD).
 - a. revisions will incur additional fees determined by: the amount of work, adjustments, time, complexity etc.
- 3. Final revisions must be requested within 2 weeks of completion unless otherwise discussed, i.e: large project-based work, personal event occurs etc.
 - a. Large project-based work can take time to go through everything, as long as we establish this I am open to timeline extension(s) as needed.
 - b. If a personal event occurs and you need more time, please let me know and I'm happy to provide extension(s) as needed. You do not need to provide details/go in-depth.

If you have any questions, comments or concerns please contact me.

Contact email: perihn@gmail.com