# Aminirus' Terms of Service

**Inkdog Studios, LLC** 

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Upon accepting to hire Aminirus (artist) for a commission of any sort, the client (the one hiring artist) automatically agrees to all the terms below.

I, the artist, hold the right to accept or decline any artwork at any time if I feel it is necessary to do so. I, the artist, hold the right to use created artwork for non-commercial purposes with the exception that requested work is already created media, such as from a movie, game, book, and so on (example: if the artwork requested is pokemon, I may create my own merchandise as pokemon is already a created media and not an original character. This includes a character/creature that was created from the pokemon universe but is clearly not canon.)

**NOTICE**: <u>All</u> completed artwork <u>CANNOT</u> be used for NFTs or Al devices/apps and similar without written consent from the artist!

### What I will do:

I am mostly a digital creature and feral artist, but am willing to try many things. If you're not certain, please do not hesitate to ask. Quotes are free.

- Animals / pets
- Fantasy / creatures
- Anthro / Furry
- SFW / NSFW (only for 18+ clients)
- Humans / Humanoids
- Landscapes
- Objects / Assets
- Gore (please ask first)
- Some cartoony style artwork / chibi

## What I will NOT do:

- Mecha / robots
- Anime
- Sci-fi (with the exception fo sci-fi related characters. This only applies to things like airships, battle scenes in space, robots, etc)
- Art that depicts politics, discrimination, heavy gore (such as guts/organs/innards falling out of the body), or any other unethical acts
- Though I do accept NSFW commissions, ask first for there are fetishes I will not do and I will not accept underage characters for NSFW acts
- Steampunk
- Horror / Hack 'n slash
- Reference sheets

Creative Commons Copyright applies!

I hold the right to all created artwork as my own artwork and not generated through AI or outside parties. Commercially sold artwork is still my work and if no contract is signed or written agreement agreed upon, I hold the right to keep the artwork as my own and display it as I please. I do promise not to resell Commercial artworks or artworks of original characters for any reason for character rights remain with their original creator/owner.

Artwork provided to clients MAY NOT be used for NFTs, Als and other medias without written permission from the artist.

**NSFW Notice:** Any clients asking for NSFW must have been approved to be 18+. This can be in a discord server group for a nsfw role or through presenting a legal ID where you block your personal info. You would need to show me your face next to the ID so I know it's yours and have only the birthdate visible on the ID so I know you are of age.

For Discord servers we are mutually in, I will check your roles to make sure you are allowed.

# The Process and Steps for Work Requested:

First, when you, the client, contact the artist, we will discuss what it is you'd like
and see if I am a fit match for you. Contact may be through social media, email,
in person, or through other options such as Discord. If I have posted something,
such as a YCH (your character here), then you accept by answering the initial
posted request and contact proceeds from there.

## 2. Payment:

- All payments are done through Paypal Invoicing
- Half the payment must be made up front. Payment plans are optional for Commissions over \$200 usd which then may require ⅓ or ⅓ of the payment to be made up front. Anything below \$50 usd must be paid entirely up front
- If at any time you, the client, or myself, the artist, feel a need to stop the artwork, you, the client, are entitled to a refund for the amount of work I have NOT completed.
  - ½ up front payments include idea sketches ( up to 2-3 only) where applicable, final sketch, final lines, background set up (if any), and base colors put in
  - Second half of payment includes shading, lighting, texture, and all details and edits
- Payments are expected to be made promptly upon the times stated (if applicable). If payments are not made, the artwork does not continue and will halt till the next payment has been successfully made
- Commercial payments are an automatic 3x increase from standard artwork prices (ex: if the initial normal cost is \$100, to use the artwork for commercial purposes, this automatically adds on an additional cost of \$300 by default, so the total cost of the artwork from start to finish would be \$400). All artwork made for commercial uses, such as medias, games, novels, etc, are made for the client only. Client is then allowed to do with the artwork as they see fit. I, the artist, hold

the right to use the artwork in non-commercial means such as self promotions and portfolio purposes. Even if the product, the artwork was meant for no longer exists or eventually is terminated for any reason, I promise the artwork will not be resold or used and remains with the client for their intended purposes.

- Commercial Use implies the client is requesting: the artwork's PSD, use without credit to artist, on any selling merchandise such as books, shirts, stickers, posters, etc., and for any products already turning a profit, such as games and novels and other endeavors where I am not a contracted artist or working as a freelancer on the endeavor.
- In the case where the product is either canceled or does not continue for any given reason after 3 years (as in game is shut down or novel production halts, etc), I, the artist, reserve the right to use the artwork for non-commercial means without logos or representation back to the client or the client's product.
- Once the first payment has been made, if it's applicable, the client will receive 2-3
  ideation sketches related to their request. This excludes some pieces stated as
  rewards or raffles in which the client may only receive 1 ideation sketch

## 4. Completion Time Expected:

- If request is made within first week of the month, the artwork is guaranteed to be completed within that month so long as no sudden implications occur (such as illness, injury, etc) // This only applies to paid work and does not include rewards, gifts, and trades
- Type of artwork depends on how long it may take to complete. Simpler artworks may take anywhere from 2-6 hours while complex, scene artworks may take anywhere from 10-20 hours
- Clients are allowed to request a WIP (work in progress) or Update at any time while I am working on the artwork
- Process of artworks can be viewed on the public Trello Board HERE
- Artworks are generally completed within the order I received the request
- Most artworks are completed within a day or 1 week. This may change for projects or requests consisting of multiple artworks and content in which client may receive artwork at different intervals or upon their request within a certain time
- I do accept artwork request with a <u>Deadline</u> (must give me at least 2 weeks after initial payment has been accepted) with an additional charge of 20% to quoted price
- You, the client, may request alterations at any time upon seeing a WIP.
   However, note that I will only do up to 3 noticeably different alterations without additional cost. Any requested alterations afterwards adds on an additional \$15-\$30 depending on the request
- NOTE: These may not apply to all clients or all artworks. Some requests may be unique and thus rules may be different. Please discuss with me clearly on your expectations and I will determine if they are plausible at that time

- NOTE: All commissions marked with Deadlines take priority over any current and future commissions

### 5. Finished Product:

- Only the client and myself have access to the FULL SIZE artwork saved for the client.
- Client artwork is free of watermarks but does still have a signature. At NO TIME should a client EVER remove a signature without written consent from the artist. Only commercial artworks may not contain a signature nor watermark
- Client is allowed to post the artwork to other socials as they desire, but cannot resell or claim the artwork as their own, only the character(s) if it is originally the client's character(s).
- Though not required, but requested, please do credit artwork posted to socials such as Twitter and Toyhouse, back to Aminirus or any of the artist's initial socials

### Other:

I have the right to alter these Terms of Service at any time and without providing notice to clients or the public. By accepting to hire me, clients agree to the terms.

If something has not been stated, please contact the artist and create a written agreement before proceeding to hire and/or use artwork for both your safety and the safety of the artist.

Last Update: December 12th, 2022

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