

Cupute's Comprehensive Code of Creative Conduct

For Commissions and Services

(AKA the TOS)

1st Edition

Summary

Hiya! I am Cupute, a small-time artist looking to spread more pony around! :D

This sheet states in general what I will and won't draw, how payment is arranged, and how the process of commissioning me will go!

To give a quick summary, I primarily draw My Little Pony fandom art, I do *not* do NSFW art of any kind, and I will not do political or hate art.

Anyways, below is what I am willing and not willing to draw. This may change at my discretion!

Preferences in Drawing

What I will draw

- *Ponies!* One of the main things I will be very happy to draw!
- *Hybrid Ponies* (Ex. Dragon-pony, Deer-pony, hippogriffs, bat-ponies (thestrals) etc)
- *Changelings, Kirins, Griffons* (anything pony-shaped)
- *Original Characters* (ones you own, or a gift for a friend!)
- *MLP Canon Characters* (all generations welcome! Especially G1, G2 & G4)
- *OC x OC ship art* (must have permission to use OCs. SFW only!)

What I'm iffy on drawing

- *Robotic/mechanical parts* in general
- *Vehicles* (planes, trains, cranes, canes, and horseless carriages etc)
- *Dragons* (I'm not used to drawing them but I'm willing to try)
- *Ship art with OC x Canon* (SFW only!)
- *Furry* (I am willing to try though! Also SFW only!)

What i will NOT draw

(This can be changed/added to at my discretion):

- *NSFW Content* (not matter how subtle), including but not limited to
 - *Sex/Sexual themes/Nudity/Fetishes*
 - *Political/hate art*
 - *Gore/violence/snuff*
 - *References to death* (skulls, bones, graves, etc)
 - *bullying*
- *Humans* (may change in the future but im really not comfortable with my skill in drawing humans)
- *Human X Pony ships*
- *Geometrically complex backgrounds* (ie, buildings)
- *Exaggerated Perspective pieces* (I still need a lot more time to practice this before i consider drawing this)

(I offer a 20% discount to drawing MLP Canon characters I like!)

By placing an order, you agree to these terms and conditions, so please read these terms carefully.

FOR ALL WORK, CLIENT MUST BE 18 YEARS OF AGE OR OLDER

Process

1. **Planning/Reference Phase** - Be prepared to send a visual ref sheet of your character and have a general idea of what poses you want.
2. **Rough Sketch** - I'll make a rough sketch after discussion on what pose you want, and here you can tell me to change anything you'd like.
3. **Payment** - Once you are satisfied with the pose, you will pay the full commission price up front to lock in the pose. Addons may be added later, but may incur fees if they change a lot.
4. **Line Art**
5. **Flat Color** - I will check with you for feedback
6. **Shading**
7. **Final product** - I will submit it to you to show the final product. Once shared you may send me your email so I may be able to give you a high quality version of the piece.

Note: Pose changes past Payment phase will incur extra fees if lineart has started. I will *NOT* change pose once the lineart phase has begun.
You may add addons after the Shading phase for their respective prices.

Payment

- Payment is done via *Ko-Fi only*. I do not accept Stripe, Venmo, crypto, or any other payment provider/method at this moment.
- All payments must be sent as “Goods and Services” for tax reasons.
- Full payment is required at Rough Sketch phase
- Extra Addon payments are required after a rough sketch of said addon is complete (specific addons only).

Refunds

At this moment, I do not accept refunds except in rare circumstances at my discretion.

License Terms

I, Cupute, reserve all rights to Copyright, Trademark, and Patent my work. I do not own copyright of OCs, but I do own the copyright of my specific work. Because of this, the following restrictions apply:

The Commissioner May

- Only post my work to social media with appropriate credit and with the watermark.
- Use the watermarked work as reference art, social media profile pictures, in roleplay, and in memes.
- Use the unwatermarked work *by specific written permission* in media

- Have their commission be **"Private"** commissions, or non-posted commissions, although there is an added +\$10 per character fee. Again, this MUST be noted in the initial communications to me.
 - (This is different if it's for a sort of surprise or birthday. Inform me of the date and I won't need to charge for such, after that date I will be free to be able to post said art and I can tag the both of you in the post. (Please inform me of who the art will be given to if you want both of you to be tagged)
- "Anonymous Commissions?" - If you would like your commission posted as by an anonymous commissioner, I will be more than happy to do so at no extra charge, but this MUST be noted in initial communications to me.

The Commissioner May NOT

- Use/distribute the unwatermarked work without written permission
- Make edits of any kind without written permission
- Make NSFW edits of my work, this is STRICTLY prohibited!
- Use the work in trademarked logos without written permission
- Trace over my Artwork in any way, including the use of the artwork as a "base."
- Use my art in any projects involving or in NFT's, or Crypto currency of any kind

The license is granted, upon full payment, to the payee alone.

I, Cupute, reserve the ability to grant/withdraw any permissions at my discretion. I may grant the full rights to the work if asked.

Violation of this License may result in legal action, takedowns, and the refusal of further commissions.