ArrJaySketch's Terms of Service

By purchasing a commission from me, you agree to my terms of service.

LAST UPDATED: July 11, 2025

Changes:

- March 19, 2024: Moved topic limitations / will not draw section to the top of the TOS.
- March 27, 2025: Added additional topics I will not draw.
- March 29, 2025: Updated pricing.
- June 3, 2025: Added statement on my Al stance (No Al use whatsoever).
- June 28, 2025: Updated pricing. Removing soft shading as an option for now.
- June 29, 2025: Added details about what clients are not allowed to do with my art. Updated Communications to remove Skype.
- July 10, 2025: Took out the soft-shading option for commissions for now; I feel I need more practice before I can offer that.
- July 11, 2025: Updated office days and hours (still 3 days a week). Also, changed wording from "selling my rights" to "licensing my rights" in the pricing chart.
- July 12, 2025: Changed "Domestic Abuse" to "Abuse, Harm or Pain" on the list of things I won't draw.

Topics I Will Not Draw:

While I do draw both general audience ("safe for work", "SFW") to sexually explicit adult material ("not safe for work", "NSFW"), unless otherwise noted, *I will not ever draw* the following topics.

This list of things *I WILL NOT DRAW* includes but is not limited to the following:

- Anything with racist / sexist / ableist / homophobic / transphobic / xenophobic, or otherwise hateful and/or discriminatory themes
 - I reserve the right to refuse business to any person, company or entity known to indulge in such behaviors
- Abdominal bulges
- Abuse, Harm or Pain (nonconsensual) Might be OK if it's for comedic purposes!
- Ageplay / Littles (Adult characters roleplaying as if they were a younger age)
- Animalistic / nonhuman genitalia
- Bestiality ("Human & Feral Animal" nor "Anthro & Feral Animal" pornographic material)
- Body Filth / Stench
- Cervical penetration
- Cub / Pedophilia
- Diapers (ABDL, Babyfurs)
- Ear Sex
- Expansion
- Fecal Play ("Scat")
- Feral Porn / Quadrupedal animal porn

- Flatulence / Farting
- Foot Crushing
- Genital Torture / Mutilation
- Gore / Guro
- Humans (as I improve my ability this WILL be something I do eventually)
- Hyper (absurdly oversized body parts of any kind, such as breasts, genitalia, or muscles)
- Impregnation of my own characters
- Inflation
- Invertebrates (animals without a spine)
- Magical Body Separation / Modular bodies
- Necrophilia / Snuff
- Obesity / morbid obesity / weight gain
- Ovipositioning / Egg-Laying
- Pregnancy Fetish
- Rape / Nonconsenual Acts
- Realism
- Udders
- Unbirthing
- Underage NOR underage-looking characters in erotic / sexual situations
- Urine Play ("Golden showers" / "Watersports")
- Weight Gain / Feederism
- Violence (Death, Dismemberment, Etc.) Cartoony, silly violence is OK though!
- Vomit Play ("Rainbow play")
- Vore
- Zoophilia

Prices:

- All prices are based on how much time is required to produce the commission.
 - I have priced out the work to approximately \$20 per hour of work.
- All prices are in United States Dollars (USD).
- If you previously ordered a commission from me and want to have me finish work on it, you would only need to pay the difference.
 - o I should still have all my original work files; I keep regular backups of my work files, too.
- To look up currency conversion rates in your country, <u>click here</u>.
 - For instance, a three-character full-body commission with a complex background and simple shading comes out to \$400.00 (\$100 per character for \$300, plus \$100 for the background.)
 - Soft shading is not available at this time; I am planning on offering it in the future once I am happy with my shading process.

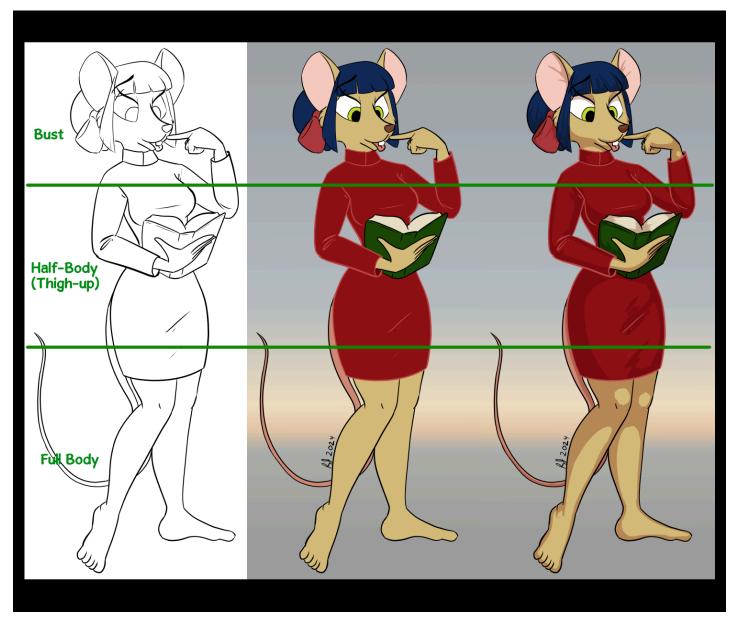
COMMISSION OPTIONS	BLACK & WHITE LINE ART	FLAT COLORS	COLORS (SIMPLE SHADING)
Full Body, Per Character	\$50	\$100	\$150
Full Body, Gradient	N/A	FREE	FREE

Background (or Transparent)			
Full Body, Simple Background	+\$30	+\$80	+\$110
Full Body, Complex Background	+\$50	+\$100	+\$150
Half Body (Thigh-Up), Per Character	\$30	\$60	\$80
Half Body (Thigh-Up), Gradient Background (or Transparent)	N/A	FREE	FREE
Half Body (Thigh-Up), Simple Background	+\$20	+\$40	+\$55
Half Body (Thigh-Up), Complex Background	+\$30	+\$60	+\$80
Bust, Per Character	\$20	\$30	\$40
Bust, Gradient Background (or Transparent)	N/A	FREE	FREE
Bust, Simple Background	+\$15	+\$20	+\$30
Bust, Complex Background	+\$20	+\$30	+\$40

For very detailed characters, outfits, and props etc., the cost per character doubles because the amount of time to sketch, ink, etc. doubles.

Character Reference Sheet			\$150~7 5 0
(Full body price to start, to maximum 5 character instances on the sheet, price can vary depending on what you want!)	\$50~250	\$100~500	(will include non-shaded version for free)

For commercial projects where I am licensing the rights to use my work, one can expect to pay rates anywhere from 20% to 500% of the quoted cost depending on the scale of the project for 90 days.



Payment:

- It is your responsibility to verify that your funds are available at the time you commission me. If you are quoted a price and cannot pay, it is perfectly acceptable to politely decline without penalty. You are welcome to request a quote in the future.
- Paypal is the preferred form of payment accepted.
 - o If PayPal is not an option I do have accounts on Stripe, Venmo, CashApp, or BuyMeACoffee.
- I reserve the right to request payment be made via cashier's check or money order made out in United States Dollars (USD), in the event I have too many issues with PayPal or the other above options.
- All payments must be made in advance.
- I will not begin any work on the commission until the invoice is paid in full.
- I do not accept cryptocurrencies of any kind for any reason and do not endorse non-fungible tokens (NFTs).

- I do not work "for exposure". If you are not interested in paying me the prices I ask for, do not commission me.
- Please do not issue a chargeback against me for any reason. If you need your money refunded, talk to me and I'll be happy to work something out. Anyone who issues a chargeback against me will be permanently blacklisted and under no circumstances will be allowed to order art from me again.

Refunds:

- Before I start work on your commission, full refunds are available at any time, for any reason.
- If you cancel a commission that is already in progress, I will refund your payment minus a fee, calculated based on work already done.
- If your commission is completely finished, under NO circumstance will a refund be given.
- If you requested a refund, you may still request a future commission from me when my queue is open again.
- Please do not request a chargeback from PayPal or your credit card; please contact me first!
- In the event I have determined I cannot complete your commission, I will offer a refund.
 - If work already completed is accepted by the commissioner AND the commissioner is satisfied with the work already done, I will refund whatever part of the commission is not finished.

Commission Process

- I only work digitally. I no longer work in traditional media at this time.
- I do not and will not use Artificial Intelligence-generated images for any reason.
- I request that you review my gallery and see what I've already done as far as styles, themes, and ability. Please do not expect me to deviate from what I've already done.
- I will happily draw any species you wish as long as you have a good reference and/or a very detailed description, and are willing to answer any questions I might have about the species.
- I only accept commission work via my Google commission form(s). The link to the form will be posted on various art sites of mine (including but not limited to FurAffinity, InkBunny, Newgrounds, Itaku, Pillowfort, Tumblr, etc.) whenever I am open for commissions.
 - I may offer different forms depending on the type of commissions I am offering.
 - Old journals may still be posted and a link may be available; however, when commissions are closed I will close my forms.
- Fill out and submit the commission order form I will be providing via journals on various art sites and/or Twitter, and attach your references.

- If you have no references yet, I may allow for a detailed textual description; there may be an extra charge as I am expecting a bit more back-and-forth to edit details and colors. This will be negotiated at the start of the commission process.
- o If you have specific proportions of a character in mind, please include example images.
- Feel free to include a stick figure drawing if you have a specific idea for a pose! Sometimes even a simple stick figure helps me understand better than a description.
- I prefer an up-to-date, digital reference of your character. Flat colors are preferred; shading and photos show many colors so it makes selecting the proper colors a guessing game. The goal is to have YOU be happy with your final product.

I will review the commission order no later than 1-2 business days.

- After reviewing the commission I will contact you. If I feel your vision falls within my abilities and abides by my
 Terms of Service, I will send you an invoice for payment.
 - If the commission is very time-sensitive, please advise when it is needed by. Depending on what you
 want and how long it will take, whether I take your commission may depend on whether I believe it can
 be completed by the required deadline.
- Upon reaching a mutual agreement, I will add you to my <u>Trello list</u>. I will link you to your card so that you can keep track of the commission slot progress.
- I will then send an invoice via PayPal to you. The invoice is due upon arrival.
 - o If the invoice is not paid within five days, I reserve the right to cancel the invoice and commission.
 - o If you cannot pay within five days please tell me as soon as possible. I am happy to accommodate you as long as we are communicating.
- Once payment is received I will add your commission to the next spot in my queue.
- I will send you a Work-In-Progress (WIP) of the sketch of your commission for your approval via the email you provided.
 - During this stage, you are allowed to request any changes you deem necessary.
 - I will only do THREE major revisions free of charge to sketch. To avoid excess charges, PLEASE have a clear idea of what you want BEFORE I start work on your commission.
 - A "major" revision is anything that requires drawing more than one-half of the commission.
 - If you MUST request another revision to a sketch after the first three were done, I will charge \$30 per revision, or \$20 USD per hour of estimated work done per revision, depending on how extensive the revision work will be.

- o If a change MUST be done **after** the sketch is completed, I will charge an estimate of how long I think it will take to perform the change at a rate of \$20 an hour.
- These charges **MUST** be paid in full before the revisions will be done.
- WIPs typically aren't sent after initial approval, but I may choose to send more depending on the complexity of the commission.
- Once the final commission is completed, I will send you a full, high-resolution file as well as an Internet-friendly size file.
- I will not be printing commissions.
- I will not be sending any commissions via snail mail.
- After I have confirmed with you that you received the commission files, it is up to YOU to make sure that the
 file(s) are backed up and saved properly. Please be aware that I am not a file server, and I cannot promise that
 I will always have your commission files available in the future.

<u>Timeframe / Schedule:</u>

- I generally try to work on commissions in the order in which they are paid. I may make exceptions for projects that have a specific deadline. If you take a long time to respond to the initial approval sketch, I may move on to the next sketch while I wait for your response. Thus, commissions may not always be completed in the order in which they were paid.
- I will make my best guess as far as how long I expect to be working on your commission.
- I work a full-time job, which has a much higher priority over commissions. I am only able to work on commissions outside of my full-time job.
- I will work on your commissions only during my Office Hours. Office Hours are:

Saturday: 10:00 AM to 7:00 PM CDT
 Sunday: 10:00 AM to 7:00 PM CDT
 Wednesday: 10:00 AM to 7:00 PM CDT

- I occasionally have pre-existing personal appointments set during office hours. I will let you know about such appointments before starting your commission
- Outside of office hours, I may choose to work on personal projects. This does not mean I am ignoring my commissions.
- To request a specific deadline, you must inform me in your first communication about the project, along with the due date. Please also remember that it is your responsibility to respond to all my communication emails and approvals promptly.

- Please be reasonable regarding deadlines and rush jobs; it is not realistic to expect a 5-character, full background, color, and shaded commission to be done in 24 hours, for instance.
- I work on all commissions as efficiently as I can. The speed at which I complete your specific commission may
 vary depending on how much work I have ahead of you, and what is involved with your specific commission
- If my schedule changes for any reason due to events outside my control, I will do my best to notify you about changes regarding the time of completion.

Privacy:

- Should you prefer that your commission be kept private, please discuss it with me when ordering the commission.
- I will not share your details with any third party without your consent UNLESS you file a chargeback. I WILL warn friends about doing business with you if you do.

Artist's Rights:

- Please be aware that I retain the copyright for ALL commissions.
- Purchasing a license for use of the art may add a significant cost to your commission, depending on how you
 wish to use the commissioned work.
 - The duration of the license is 90 days; this means that the piece should go into production within the 90-day licensing period.
 - If it is going to take longer than 90 days for the piece to go into commercial production, this will increase the cost of the license.
 - Original parties always retain ownership of their respective characters.
 - Please see "Intellectual Property" regarding characters for more information.
- I, as the Artist, reserve the right to use commissioned work in any promotional material. This may include commission price sheets, social media posts, blog posts, and online galleries.
- I reserve the right to refuse any commission for any reason.
- I reserve the right to terminate a commission and offer a full or partial refund at any time if the client becomes unresponsive (does not answer repeated contact attempts over a two-week period), uncooperative, abusive, or otherwise harasses me. "Abuse" and "harassment" includes but is not limited to making racist / sexist / homophobic / transphobic / xenophobic / hateful comments or jokes, making threats, attempting to control my behavior, insulting me, verbal abuse, threatening a refund if you don't get your way, and putting pressure on me, especially after I have said "no". "Abuse" and "Harassment" involves any unwanted behavior in which I have clearly stated "No" to the client, and the client persists with this behavior.
- You are not allowed to use my art for training ANY artificial intelligence art application whatsoever.
- If I find that you have used my art to train AI I reserve the right to permanently blacklist you and tell other artists never to do business with you.

Client Rights:

- The Client reserves the right to expect Terms of Service will be upheld as they were at the time the commission was accepted unless the Terms were amended to specifically address a Client's concern.
- The Client reserves the right to expect regular status updates. A general timeline will be discussed. The client should expect to be notified if the commission is on time, or whether it will be late and by how much for any reason.
- The client should expect a response to inquiries sent to the artist over a reasonable amount of time. "Reasonable" is defined by "1-2 business days", which are my Office hours, Monday through Tuesday, U.S. Central Time. Unless otherwise specifically communicated to the Client, no commission work is done during my day job, which is Wednesday through Saturday, U.S. Central Time.
- If I know I will be away for an unexpected period of time before the commission is accepted, it is my responsibility to communicate that information with the client.
- As the client (commissioner), you reserve the right to the unwatermarked, full resolution .png (uncompressed)
 file of the artwork you have paid for. You may upload the unwatermarked and signed artwork anywhere you
 like, as long as credit is posted.
 - Example: Artwork is by ArrJaySketch https://www.furaffinity/net/user/arrjaysketch
- Unless partial or complete rights to the work were purchased, under no circumstance will a client sell
 reproductions of commissioned artwork for a profit (IE prints, print books), or alter the artwork significantly
 without my permission, especially to render the work offensive. Small edits (such as saving a copy and resizing
 it) may be made without my permission.
- As the client, you reserve the right to produce copies of the commissioned artwork for personal use.
- You may not alter the image, including removing my signature.
- You may not under any circumstances claim my work as your own. Please credit me as the artist.
- You may not use my art to train Generative Artificial Intelligence (Gen AI).
- If you wish to purchase or commission artwork for commercial use or to sell it for a profit, you must contact me
 to discuss and pay associated fees for licensing rights.

Communication:

- I prefer using my email, arrjaysketch@gmail.com for most communication.
- However, I am also available via Discord, using ArrJaySketch or by Telegram (ArrJaySketch). I am also on Steam as ArrJaySketch.
 - I do have Direct Messages (DMs)/Private Messages (PMs) open on all art sites I post to as well, but it may take longer to notice and respond to those messages.

- As I also have a full-time job and will be focused on other things from time to time, please do not expect an instant reply. I will do my best to reply in a timely manner during Office Hours, however.
- So that I can be productive during Office Hours, I prefer a complete message in one go. Instead of "Hi" and waiting for a response, something like "Hello, when you have a moment, it's been a week since I ordered a commission, and I am wondering what the ETA is." works much better for me!

Intellectual Property:

- Original parties always retain ownership of their respective characters.
- If someone else owns the character (intellectual property) you want commissioned, I will require explicit written permission from the owner that they consent for the depiction of their character in this way.
- If the character's owner is deceased, a link to their wishes must exist online OR you must contact the beneficiaries of the deceased person's estate, and get permission from the beneficiaries in writing. If no wishes are posted anywhere OR the beneficiaries will not grant you permission, I will not draw the deceased artist's characters.
- If you are looking to surprise the character's owner, I may take these commissions on a case-by-case basis, as long as you can prove you a reasonable relationship exists (close friends, dating, married, etc.).
- I don't mind drawing trademarked characters; however, some of the companies out there are more likely to send out "Cease and Desist" orders ("C&D") than others. Depending on the content, I may or may not decide to take the commission. If I do take certain commissions of this nature, I may require that they not be posted publicly.

CONFIRMATION THAT YOU HAVE READ THE TERMS OF SERVICES:

When asked if you have read the Terms of Service, reply with "What does the fox say, anyway?"