

PEACHYPOP ART STUDIO INC.

**By buying any type of art from me,
you are agreeing to my Terms of Service.**

General Rules

- I **only** accept Paypal, Venmo, Cash App, Stripe or Deviant Art points as payment for adopts/commissions//etc. **depending** on the sheet. Please be sure to read the description before bidding/purchasing to make sure what currency I am accepting for that sheet!
- Strictly Deviantart or Twitter: You must pay within **10 hours** of claiming the adoptable, if not paid after 10 hours, the design will be put back up for sale. [This goes for Auctions, as well as YCH's.]
- **My art as a whole, is not to be used for commercial/profitable use under any circumstances. Meaning: You may not sell t-shirts, prints, or any other types of merchandise that feature my art.**
- **All sales are final.**
- I withhold the right to decline anyone at any time for any reason at all.
- My Prices may change every now and then.
- **All adopts by me are to be resold as USD; as that is the currency the adopt/character was bought in and the one Midori uses. This is to avoid upselling and currency conversion confusion.**

Patreon Digital Stickers

- These stickers are given out monthly to my Patrons! They are digital items on a transparent layer that can be placed on peachii characters or your ocs in general!
- You can make characters/use peachii lines and add these digital stickers to them, and you may sell/trade/gift characters with these stickers on them; you may also edit these stickers however you like.
- You may **NOT** create peachipop closed species with these stickers **UNLESS you have a MYO you are creating.**
 - (EXAMPLE: *You have a donut pixie MYO ticket, you have donut and angel wing digital stickers, you may add the stickers onto your MYO character to create a donut pixie*))

MYOS**

"Make your own" Tickets are a ticket for you to be able to create your own OC from one of my closed species. **ALL TICKETS INCLUDING PATREON TICKETS WILL BECOME INVALID JAN. 01 2024.** From then on there will be very specific tickets sold/ handed out on **RARE** occasions and there will be strict gift/re-sell/trade rules on them. I most likely will never sell/gift as much as I have in the previous years EVER again.

MYOS[Make Your Own Tickets]

- READ THE DESCRIPTION UNDER THE MYO TICKET YOU ARE PURCHASING FROM THE SHOP, IT WILL ALWAYS STATE THE RULES, AND SPECIFIED SPECIES THE TICKET IS FOR. **SEND MYOS THROUGH PUBLIC DISCORD FOR QUICKER RESPONSE :D**

HYBRID MYO: A mixture of TWO and ONLY TWO closed species.

All myos must be approved by me!

You are allowed to combine TWO of my closed species together to create a hybrid with this ticket! you have full reign over rarities **BUT THESE TRAITS ARE OFF LIMITS:**

X Ultra Blossinian
X Ancient Blossinian
X MOO Milk Pixies
X Ancient Nephelus
X Cherub Nephelus

- Other than the traits above- you have full reign to create what you would like! if you have any questions feel free to contact me!
- IMPORTANT! you MUST e-mail me both this ticket AND your order number (found on your digital receipt) in order to get your MYO("make your own") Closed species character approved!! <3
- I will not accept code numbers without the ticket, and there MUST be an order number even if you are trading//selling these newer tickets!
- STORE MYO tickets can be sold/traded/gifted; and DO NOT EXPIRE.

Regular: SPECIFIED SINGULAR CLOSED SPECIES.

All MYO tickets must be approved by me! You are allowed to pick ONE closed species of mine with this ticket, and create a character of your own! You have free reign over rarities

BUT THESE TRAITS ARE OFF LIMITS:

X Ultra Blossinian
X Ancient Blossinian
X MOO Milk Pixies
X Ancient Nephelus
X Cherub Nephelus

Other than the traits above- you have full reign to create what you would like! if you have any questions feel free to contact me!

IMPORTANT! you MUST e-mail me[contact page!] both this ticket AND your order number (found on your digital receipt) in order to get your MYO("make your own") Closed species character approved!! <3

I will not accept code numbers without the ticket, and there MUST be an order number even if you are trading//selling these newer tickets!

STORE MYO tickets can be sold/traded/gifted; and DO NOT EXPIRE.

- Patreon MYO tickets DO EXPIRE, and can only be traded/gifted.
- To get your MYO approved you need to contact me from my website(contact page) and show me your order number/ receipt of purchase and the actual ticket itself.
- To get your PATREON MYO approved, you will email me at midorimisuni@gmail.com and send a screenshot of our private chat, if you are to trade/gift your PATREON MYO you must notify me asap! ♥
- In order to get certain patreon codes approved you MUST screenshot your entire chat including your patreon name, if your name is NOT VISIBLE, the screenshot will NOT be valid! So please make sure to take a proper screenshot of this message and email me at midorimisuni@gmail.com with your completed MYO; if you are trading please trade the screenshot as well with said person! you are responsible for giving them the proper screenshot said trade~!
- MYO tickets come in a variety of types:
 - **Regular:** SPECIFIED SINGULAR CLOSED SPECIES.
 - **HYBRID:** A mixture of TWO and ONLY TWO closed species.
 - **PATREON:** ONE CLOSED SPECIES of your choice.
 - **PATREON HYBRID:** TWO CLOSED SPECIES of your choice.
 - No one is allowed to create tri-brids or anymore than that, I have never sold or allowed anyone to create them, any more than 3 closed species will not be approved.

Extra Info on PATREON MYO codes:

What Type of MYO's are they?

♥ Regular MYOS: Create ANY one of my closed species, you may go up to the 4th rarity of any species(if a species has less then you have access to all rarities of that specie). ANCIENT Rarities are NOT included!

x SPECIAL: 2 Hybrid MYOS are going to be given out to Patrons who joined in Jan.! The starting date of these MYOS are 02/01/2021- and expire 04/2/2021

How to get your MYO Approved?

♥ Once you've created your character(s) Email me at: Midorimisuni@gmail.com <--ONLY FOR PATREON MYOS

you **MUST** include:

- MYO code

-Screenshot of the Patreon inbox conversation where the code was received

I need visual proof so no one can steal/misuse tickets :) If I am not given visual proof I can not approve the MYO !!

Gifting MYOs

Patreon MYO codes can be gifted, or traded, but **NOT SOLD**. If you are gifting/trading you must provide the person you are giving the MYO to the information above, or I will NOT approve their MYO and the code will be deleted and never be able to be used again ;w;!

You MUST notify me if a MYO is gifted/traded, and who it has been traded to, so if the MYO expires before

Do These MYOs expire?

YES. THESE MYO CODES EXPIRE!! They expire exactly 2 months after the given date, I am keeping track of them, All starting dates are the first of every month, and expire after 60 days.

x ALL JAN-FEB MYO TICKETS STARTING DATE: FEB 01 2021

x ALL JAN-FEB MYO TICKETS EXPIRATION DATE: APR 2 2021

If you have an unused MYO ticket and it expires, I will notify you on the day of expiration, via Patreon direct message!

Why do these MYOS expire when your store MYOS don't?

I used to give out MYOS monthly the last time I had opened Patreon, and they would accumulate like crazy after a while, having a set time and date of expiration motivates everyone to get MYOS done before they expire, and hopefully won't be wasted and set aside! ♥

♥ You can find all of my Closed Species here: <https://www.peachypop.art/species>

Have fun creating! If you have ANY questions please reach out via Patreon direct message!!

Commissions

COMMISSIONS ARE CLOSED UNTIL FURTHER NOTICE.

-COMMISSION AND CUSTOM SLOTS CAN NOT BE SOLD-

- All commissions are subject to full artistic freedom and you will not see a preview.
- Commissions take about 1-7 days, unless talked about otherwise.
- I do not accept written descriptions of characters as reference.
- It is your responsibility to tell me everything I need to know in order to complete your commission upon your commissioning me. I do not do revisions after the commission has been completed, unless I have not completed the commission to the description you have given me.
- I may charge more for an overly complex character.
- Payment must be made **before** your commission is started.
- You may use purchased art wherever you like, just do not claim it as your own.
- Finished Commissioned art will be posted onto my Deviant Art, sent through Facebook, or emailed.
- **Save your commissioned art!** I may clean out my stash, Deviant Art or other websites. I'm not responsible for lost art or deleted commissions in my gallery; Please feel free to ask me if I still have a copy, but I am in no way obligated to refund or replace the commission if I cannot find it. Sorry.

Adoptables

- Adoptables you have bought from me may be sold but for **ONLY** the price you bought it for. [Unless you have commissioned art of this character, then you may raise the price to match up with the commissions]
- I do **NOT** do holds.
- You may trade or gift designs bought from [Sno-berry](#)
- You may NOT sell a character you obtained for free, or from a raffle. You may however trade or gift it.[Unless you have extra commissioned art for said character, than you may sell]
- You can change the design as much as you like, species/gender/etc. once the character has been paid for.
- You may post this adoptable/design anywhere, as long as credit is given to [Sno-berry](#)
- Do NOT claim as you created the design.
- Violation of agreement means I reclaim the design and may resell or reuse, even without a refund.
- Payment is due 10 hours of claiming the character for normal adopt sheets[ON DEVIANTART/INSTAGRAM]
- **MYSTERY AESTHETIC ADOPTABLES ONLY** Payment is due right after claiming the character, you have 30 minutes to pay, if not paid by then the character will go to the next person who has asked for it. No exceptions.[ON DEVIANTART/INSTAGRAM]

Auctions

- Please read rules listed on the submission.
 - Only bid if you have the points/money.
 - Do **NOT** retract your bid! If you retract your bid, you may be banned from future auctions/adopt sheets.
 - Payment is due within 24 hours of me notifying you have won the auction. If you do not pay within that amount of time the design will go to the second highest bid, and you may be banned from future auctions/adopt sheets.
 - Auctions may be cancelled, extended or even postponed if there are no bids within the first 24 hours, or if there are any rule breakers.[^DEVIANTART AUCTIONS^]
- Instagram auctions go on for 10 hours and may be ended early if the auction is slow. Payment is due within 8 hours of being notified of INSTAGRAM AUCTIONS.

Closed Species & MYOS(Make your own tickets)

- **Closed Species Definition:** Species created by person(s) that the public does NOT have permission to create unless said so.
- **You do not have permission to create any of my closed species, unless you have been given a MYO slot.**
- In order to obtain one of the closed species, you must either purchase an individual adoptable, or MYO(make your own) slot. Rarely I hold free MYO slot events.

- YOU MAY SELL YOUR MYO TICKET/GIFT IT/TRADE
- You MAY sell your closed species adoptable! But ONLY for the price you have bought it for! [you may raise price if EXTRA art is available of the character]
- Once your MYO character is created, I must approve it, if there are any changes that need to be made, I will let you know.
- I will not accept your character into the closed species group until the character has undergone the changes I specified. If changes still have not been met, and you are giving me problems I have the right to revoke your MYO slot. You will also be banned from the group.
- TO GET YOUR **MYO APPROVED** PLEASE EMAIL ME @ snoberrysartstudio@gmail.com or DM me on instagram @ snob3rry !! you MUST show me your proof of purchase and your Myo ticket!
- If someone is suspected of breaking the terms, it can possibly result in having your closed species character/MYO slot **revoked** and you will also be banned from **ALL** of my closed species.

Scamming/Chargebacks

I AM NOT GOING TO BE HELD RESPONSIBLE FOR ANY SCAMS/RESOLD ADOPTS/ETC THAT HAPPENS WITH SNOBERRYDESIGNS./PEACHYPOP BUY/SELL/TRADE AT YOUR OWN RISK.

● YOU ARE BUYING/SELLING/TRADING SNOBERRY/PEACHYPOP DESIGNS AT YOUR OWN RISK.

I CAN NOT DO ANYTHING to help with scammers; there is nothing I can do other than notifying others of the issue privately, and banning said person from my shop. Since paypal and wix do not protect digital goods; I have to take extra measures in order to protect my shop.

PLEASE USE CAUTION WHEN TRADING/BUYING OR SELLING. DO NOT TRUST SNAPCHAT SCREENSHOTS.

● I do NOT have the authority to take away adoptables I DID NOT CREATE. I can ONLY Revoke original designs created by me/snoberrysartstudio/peachypopartstudioinc

-I know this is common sense, but for some reason everyone seems to think I go around revoking characters I did not create.

● I will and can take away **ALL SNOBERRY/PEACHYPOP** designs; if you have broken ANY my rules.

● Even if said person has re-sold/traded/gifted away all characters, I will still revoke every single one purchased; most times I revoke only charged-back ones, but if I feel like they will do this again, or the problem was already too big to start with, I will revoke every character purchased within said time. This rule may seem harsh, but before a scammer usually charges back, they will sell/trade/and gift characters hours-days before charging me back, as if they are "getting rid of evidence" which is silly, I have all orders saved, and can pull up the original owner at any time.

● **Revoking characters is something I do VERY RARELY.** It's usually my last resort for extreme chargebacks. Although I have the right to revoke if any rule is broken, I usually will only revoke during an extreme chargeback.

● **NOTE:** If you have a small dispute with someone, or issues with me, please reach out to me, I will listen to both sides, I will never just outright ban and revoke for absolutely no reason.

● **Chargebacks are NOT TOLERATED. Download links are given RIGHT after purchase UNLESS:**

-Paypal is suspicious of your account, they will hold the money => in this case I would refund you immediately and have you purchase the character instead of waiting for the 24hour hold period. This is something Paypal does randomly, i cannot control it, I can only refund and have you re-purchase to complete the transaction.

-You do not have the correct funds, Wix will hold said character until money has gone through=> In this case I will let you know of this immediately; you should have received a decline notice, if not then the transaction will be pending, which I no longer can cancel on my side due to paypal's update. However I will ask you to delete the pending transaction, if you refuse or cannot, i'll take the character off the site completely and sell it privately.

● **chargebacks are not tolerated for the simple fact that I do not have protection under paypal or wix for my digital goods.** If you chargeback I pretty much cannot fight back or Paypal WILL double the fee for characters YOU purchased and RECEIVED. This is why I have to revoke characters. I have dealt with chargebacks for years, and even though I send valid proof of purchase and downloads received, it does not matter. They will always take the customers side. which is problematic and why I have to take extra action to protect my shop.

● If you charge me back, I will revoke EVERY character you have purchased from me. If you have been purchasing from me for years. I usually only revoke characters from the past year to two years. It all depends on how big and extreme the chargeback was. You will be banned from my shop. Continual chargebacks will result in me taking legal action. Artists with small businesses who contact me will be notified PRIVATELY of your information to prevent you from charging them back. This is to protect not only me but the entire art community. Simply charging me back a few characters, always affects more than just me, a lot of people get scammed out of these characters; if you are having issues please contact me immediately and i'll do everything in my power to help.

Payment Plans

- I do **not** accept them as a way of payment for any type of art.

Coupons/Discounts

- Coupons are given out every so often!

AMINO APP

- **I AM OKAY WITH ALL AMINO APPS!**

You may use F2U/P2U bases, You may trade/sell/designs, go crazy, but please follow their rules. BREAKING ANY AMINO'S RULES COULD RESULT IN BEING BANNED FROM MY ADOPTS.

I AM OKAY WITH MY DESIGNS BEING SOLD ON ANY AMINO OR WEBSITE, JUST KNOW THAT **I AM NOT GOING TO BE HELD RESPONSIBLE FOR ANY SCAMS/RESOLD ADOPTS/ETC THAT HAPPENS ON ANY AMINO OR DEVIANTART.**

DISCORD

- You are to follow the rules of the discord or you get banned. And possibly blacklisted depending on the situation. You can also be put onto my PUBLIC blacklist.
 - You may share the discord link! Peachypop-Etheria Discord is PUBLIC!!
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SPECIES SHEETS FOR PURCHASE

Purchasing a species from me automatically means you agree to my TOS , breaking the species sheet portion of the TOS can result in getting blacklisted, your species will not be revoked, however it will become invalid and posted to my website that it is invalid.

- Once purchased this species is yours, and you may do as you please with the lineart/designs that come in the package.
- You may edit the lines and species to your liking. HOWEVER These species are UNIQUE, and are NOT to be edited to resemble species I already possess, or that any others own.

(Example. Don't turn snowball ears into donut ears)

- -I have the right to keep a super watermarked version of the original sheet on my species page [it will go under the species I DO NOT OWN] I will only claim creation, I will not claim ownership.
- I will NOT post the new owner, or link the new owner. It is the new owners right to decide to go public on their own. Legally I cannot tell anyone who asks me who the new owner is. It will be kept completely private on my part.

Notes:

- **Free Line art and Color palettes** are available on my free blog on my website! You are allowed to use these any way you'd like, you may sell for points or money, you may use them on any amino or any website you please. You do not need to credit me, all I ask is that you keep the watermark and do not claim the lines as your own making! <3
- **If you feel I haven't messaged you or answered your myo** please don't be afraid to Re-message me! I have a lot going on and doing everything on my own, so sometimes messages get buried or I forget about them during the day! Or if you just want to message me just because feel free to reach me on the contact page of my website or DM me on instagram! I love talking to you guys and hearing your feedback :) Please dont ever be afraid! I don't bite!! <3

[Sno-berry](#)/Peachypopartstudioinc reserves the right to add, change or replace these terms at any time

If you have any questions at all, feel free to contact me.