@DRIPPYDRAG COMMISSIONS

Terms of Service

1. Introduction

Herein, the person(s) purchasing an adoptable character will be referred to as "The Customer" and the artist as @DrippyDrag. By purchasing a commission/YCH from @DrippyDrag on Twitter.Com (aka @DripDropDragon on Itaku, and @DrippyDrag on Furaffinity), you are agreeing to the following terms and conditions.

2. Purchasing Commission Slots

2.1: Purchase

ARTWORK MAY NOT BE USED IN THE CREATION OF NFTS, REGARDLESS OF STATE OF PURCHASE. DOING SO WILL RESULT IN BLACKLISTING (see 3.1:Blacklisting) AND LEGAL ACTION. All payment for commissioned artwork will be processed via Paypal unless otherwise agreed upon. Prices are set in USD. All base prices and additional fees may be subject to change.

Customers must be 18 years or older in order to purchase a commission slot.

Commissions may be purchased to give as a gift to a third party, however this intention must be stated upon purchase. Parties receiving a commission as a gift must also be 18 years or older, regardless of whether or not the commissioned artwork contains NSFW content. Gifting a commission to a minor (someone younger than 18 years old) will result in **immediate**

Blacklisting and cancellation or refund of sale (if applicable). See <u>3.1: Blacklisting</u> for further details.

2.2: Base Fees

Base fees for adoptables include:

1. Claiming a Slot

- a. In essence, the base fee for a commission is to reserve the time it takes for the artwork to be created. These base fees are determined based on the following criteria:
 - i. **Time:** How long will it take me to render your character(s) in the style you're interested in? Styles that require less time cost less.
 - ii. **Effort:** How difficult will it be to render your character(s) in the style you're interested in? Styles that are more difficult (regardless of the level of detail in your character(s)) will cost more.
 - iii. **Experience:** Ultimately, you are paying for my training, skill, and experience as an artist. I am pricing myself according to years of training.

2. One Character

a. A commission's base fee covers a single character without a background, regardless of style. Additional characters and backgrounds will incur additional fees. See 2.3: Additional Fees for further information.

3. Edits & Timeline

- a. Before paying for a commission, you are entitled to requesting a timeline/date you require a commission completed by. Bear in mind that a timeline under 1 week may not be possible depending on the complexity of the character(s), background, and/or style that has been selected.
- b. At any point during the commissioning process up until completion, you can request edits be made to the artwork. Excessive edits past the point of the coloring stage may incur an additional fee. See <u>2.3: Additional Fees</u> for more information.

2.3: Additional Fees

Unless otherwise stated, the following options may be selected upon purchase for the price listed below.

1. Background Addition

a. **Addition of, or changing an existing background**, \$10.00 USD or more (more complex backgrounds may result in a higher fee).

2. Excessive Edits or Overly Complex Character

- a. Commissioners will be given a warning that they are requesting excessive edits before a charge is placed.
- b. Characters that have complex designs, or designs that would require many changes to an existing pose (for the purpose of YCHs) may result in a charge of \$5.00 USD \$10.00 USD depending on complexity. Commissioners will always be warned in advance of this fee and will be asked to confirm that they understand.

2.4: Content

@DrippyDrag reserves the right to deny a commission slot after it has been claimed if the content requested contains any of the following themes. This list may be updated at any point to include themes/content not previously mentioned.

- 1. Racism, Xenophobia, Nationalist Behaviour.
- 2. All forms of Queerphobia.
- 3. Zoophilia/Bestiality.
- 4. Underage/Pedophilic Content

See section 3.1: Blacklisting for further detail on what is contained within these themes. If a commissioner is found to be arguing back against a theme "not technically being" contained in the above list after being denied, they will be blacklisted.

2.3: Cancelation of Sale

Sales may be canceled by @DrippyDrag at any point without warning. See <u>3.1: Blacklisting</u> for further information. Refunds from cancellations are applicable in the following situations:

- 1. The Invoice for the adoptable has been paid, but no artwork has been delivered yet.
- The Invoice for the adoptable has been paid, original artwork has been delivered, but the invoice for requested edits has not been paid, and requested changes have not been completed.
- 3. The Invoice for the adoptable and requested changes has been paid, original artwork has been delivered, but no requested changes have been completed.
 - a. If changes are not being made in an effective or timely manner, customers may be entitled to a partial refund.
 - Partial refunds will be given if the customer would like to keep the purchased design.
 - ii. Total refunds will be given if the customer relinquishes the design back to@DrippyDrag.
 - iii. A "Timely Manner" includes any amount of time under one month of invoice payment, excluding previously agreed upon timelines of a shorter period (no shorter than one (1) week).

Customers are NOT entitled to a refund in the event that:

- 1. The customer has paid their invoice(s) and received their commission, but has decided that they are not satisfied with the design but would still like to keep it. Ex:
 - a. Customer: "I approved the steps taken during this commission, but it took longer to complete than I thought it would. There was no timeline agreed upon in advance, but it still took an amount of time that I personally feel was too long."
 - This behavior is not acceptable and will result in blocking/blacklisting. See 3.1:
 Blacklisting for further details.

3. Behavior and Consequences

3.1: Blacklisting

Customers may be subject to immediate Blacklisting if any of the following criteria are met. This information may be shared with other artists or commissioners if the customer poses an immediate threat, or has displayed repeated abusive or otherwise unacceptable behavior/language.

- Racism, Xenophobia, Nationalist Behaviour. Encompassed in this includes but is not limited to:
 - a. Use of racial slurs to put down, antagonize, or otherwise harm racial minority groups
 - b. Characters whose designs are mockeries of, fetishization of, or otherwise are otherwise mocking/harmful towards a racial or ethnic minority group.
 - i. Ex: Blackface characteristics
 - c. Displaying Nazi/Nationalist imagery on profiles or existing character designs, such as: Swastikas, The Black Sun, "SS" Iconography, Confederate Flags, etc.
 - d. Displaying or using Nazi/Nationalist "dog whistles" in profiles or existing character designs, such as: 311, 33/6, 88, Blut und Ehre, etc.
 - e. Use of Islamophobic, Antisemetic, or other religiously intolerant language/symbols on profiles or existing character designs
- All forms of Queerphobia. Homophobic, Lesphobic, Biphobic, Transphobic, Aphobic,
 (etc) language, actions, or images will not be tolerated.
- 3. **Zoophilia/Bestiality.** Examples of Zoophilia/Bestiality include but are not limited to:
 - Evidence of sexual acts committed against real animals of any variety (living or extinct).
 - b. Evidence of drawn or written material which include fantasy depictions of sex acts committed against animals (living or extinct).
 - i. Humans committing sexual acts with animals

- ii. Furries committing sexual acts with feral animals
- iii. Animals depicted in erotic, non-scientific/research related sexual acts
- c. Including " ζ " or any variation of the Zeta symbol in profiles, character designs, or usernames as an indication of supporting zoophilia/beatiality or participating in zoophilia/bestiality.
- 4. **Underage/Pedophilic Content**. Examples of Underage/Pedophilic content includes but is not limited to:
 - a. Characters from popular media that are canonically under 18 years of age that are depicted in sexual situations
 - i. @DrippyDrag personally includes in this description characters that are canonically under 18 years of age but have been "aged up" for the purpose of erotic matierals. Although generally acknowledged to not be pedophilic content in this situation, it is not acceptable in the context of this ToS.
 - b. Original characters that are canonically under 18 years of age that are depicted in sexual situations (whether or not they have been "aged up").
 - c. Interaction with "Shota" or other genres which depict, glorify, or normalize the sexualization/abuse of minors.
 - d. Real life depictions/photographs of sexual abuse/misconduct with a minor.
 - e. Any form of drawing/writing that includes fantasy depictions of sex acts committed with minors.
 - f. Characters specifically designed to look like children despite being much older for the purpose of erotic or sexual material.
- i. Ex: "I just look like a 10 year old girl, I'm actually a timeless dragon!"

 At this time, this list is incomplete and may be subject to additions at a later time. Arguing against the content on this list, trying to convince @DrippyDrag to change his mind about anything presented on this list, or otherwise antagonistic behavior will also result in Blacklisting.