

# PREFACE

Please review this document with care.

By commissioning me (Scott Fraser), you (the client) agree to the following terms and conditions. These terms are subject to change. Changes to these terms will not apply to commissions made prior to said changes unless otherwise discussed. Alterations to these terms must be negotiated prior to payment. Unless expressly agreed to, I will not adhere to your personal "commissioning terms of service."

Violating these terms may result in you being added to a denylist. Other artists may also be made aware in the case of more egregious behavior.

Special offers (such as YCH, auctions, or themed specials) may come along with additional terms and conditions that take precedence over these. Be sure to read the entirety of the post in which these offers are made.

If you have questions, please send me a note on Furaffinity before submitting a commission. It is the only contact method that I will accept for NSFW commissions:

<https://www.furaffinity.net/newpm/Suk0tto/>

## PRICES AND PAYMENT

Payment may only be made through the method(s) I provide, subject to limitations declared by me where the commission is offered. You do not need an account with my invoice provider to pay invoices, such as Paypal or Square.

- All prices are listed in USD and invoiced in CAD. Please be mindful of other conversion rates.
- I will cover paypal's transfer fees.
- You will need to provide an email for me to send an invoice to.
- Do NOT send payment before your commission is accepted, and the invoice is sent.
- Any money sent that is not associated with an invoice will be considered a tip.
- Payment plans can be negotiated for any commission totaling at/over \$60.

All my pricings are subject to change.

- Previously sent invoices will not be affected by price changes until they expire.
- I have the final say in what the image costs. I will not negotiate.

# REQUEST RESTRICTIONS AND RECOMMENDATIONS

The following request restrictions are not exhaustive.

- You must be 18 years or older to commission me.
- I reserve the right to decline any commission for any reason without explanation.
- I will not ...
  - ...accept requests that are racist, hateful, sexist, bigoted, or intended to insult or harm others.
  - ...depict excessive violence, gore, or self harm.
  - ...include grotesque, demeaning, or heinous content.
  - ...work off of text-only character descriptions.
  - ...create reference sheets.
  - ...design without reference materials.
  - ...accept requests to copy the style of another artist.
  - ...create anything that is considered illegal in your country.
- On a case by case basis, I may ...
  - ...perform simple modifications or additions to an already existing artwork.
  - ...add a complexity fee to the invoice if the materials of the request far exceed my prices.

Provided here is a non-exhaustive list of topics that I will or will not make art of.

## **I will draw...**

- Transformation
- Vore

## **I will NOT draw...**

- SFW
- underage characters, clients, or associated clothing
- Age-regression
- Coprophilia
- Non-consensual sexual acts
- Watersports

## **IPs I will NOT draw...**

- Mad Rat Dead
- Undertale / Deltarune
- Wings of Fire

For fetishes or kinks not listed here, you may note me on FA to ask if I will draw it.

To minimize confusion and ensure that you get what you want, consider the following when you commission me:

- Always include visual references. If I have to search for any, I will get very different search results and will likely produce something other than what you had hoped for.
  - You can doodle your idea, even in MSPaint. It helps a lot with communication.
  - You can provide results from an image search, as long as they are accurate to your request or clearly labeled.
  - A mood board or collage may help me understand what you are looking for.
- When describing details in text, bulleted lists are easier for me to wrap my head around than large paragraphs.
- If you can't decide on a pose or expression, provide 3 words to describe each character.
- Please emphasize if there are aspects of your character that other artists often forget or misrepresent.
- Let me know if you need the final image to be a specific resolution or aspect ratio.
- Be absolutely clear when providing details for your commission.

## REFUNDS AND CANCELLATION

I reserve the right to cancel the commission for any reason, without explanation. This includes you attempting to add to the commission beyond the original request to an unreasonable degree as decided by me.

You may request a refund at any time before I finish the second to last stage of production, such as doing the flat colors for a shaded piece. Once the work has been approved past that threshold, refunds are no longer available upon your request.

You will cover any and all refund fees incurred by the payment method(s) and invoice provider(s) used, regardless of who is canceling the commission. Fees will be deducted from the refund before it is issued.

A partial refund is given if work has already started, calculated as the difference in what you paid and what I worked up to. Full refunds are only given if I have yet to begin work.

If I cancel the commission, a refund will be given as if you had requested it of me in accordance with these terms. That includes the possibility of no refund. In rare circumstances I may provide more than is stated in these terms, but never more than what was paid to me.

Do NOT file a chargeback as a means to receive a refund. Contact me instead so that I may issue the refund myself. If a chargeback is filed against me without my consent:

- You will be forbidden from ever commissioning me in the future.
- You relinquish ALL rights granted by me for any of my works, both commercially and non-commercially.
- All correspondence between us may be shared with other artists, with Paypal or any other financial company during dispute resolution, and even publicly at my own discretion.

## CONDUCT AND PROCESS

This is a generalization of the actions taken throughout the process of commissioning me. Exact actions vary by circumstance, which can be explained upon request. This is assuming that you have submitted a commission request and that I have accepted it.

- 1) I will contact you to confirm the details and price of the commission.
  - a) To avoid the need for additional details, please read Request Restrictions and Recommendations.
- 2) Once details are confirmed, I will invoice you the final amount in CAD.
  - a) Note that CAD values read higher than USD. You are not being charged more than agreed upon in USD.
  - b) The invoice will be sent to the email you provided when submitting to the commission form.
- 3) After I receive adequate payment, I will begin work on the commission.
- 4) I will provide previews of the work as I perform it for approval, to my discretion or upon reasonable request.
  - a) You may request edits or discuss alterations with me, all of which will be subject to my decision and tolerances.
  - b) I will tend to any oversights or mistakes I make within my capability and tolerances as decided by me.
  - c) Upon approval, I will continue to work on the commission.
    - i) Mind the Refunds and Cancellation terms.
- 5) Once finished, the commissioned work will be provided to you at its highest resolution, alongside any applicable lower resolutions. This is the end of our transaction.

Keep in mind that my timezone is EST and I do not work on commissions every day of the week.

If you fail to respond to me for over a week, I will work to completion with the information given to me. I will do my best to contact you through any other respectful means that I can think of. Should the commission not be paid within a week, it will be canceled.

# RIGHTS TO USE MY WORK

You are paying me for the time, resources, and tools used for creating the commissioned work, not for the commissioned work itself or anything it depicts. You may purchase the copyright or any additional rights from me separately at a significantly increased price.

I, the artist, ...

- ...may distribute my work freely and at my own discretion.
  - You may request that I not share the work for up to two months.
  - You may also request that I keep a work private indefinitely, for an additional fee.
- ...may use my work for commercial purposes, unless you purchase those rights from me, in which case I shall NOT do so.
- ...shall NOT claim your characters or ideas as my own.

You, the client, ...

- ...may share previews during the commission process privately with others, but not publicly.
  - Note: The rights that follow do NOT apply to previews unless I expressly agree to it. Feel free to contact me for permission.
- ...may repost my work on the condition that it is posted with credit to me, consisting of my name and a link directing to my Suk0tto Furafinity profile or gallery.
- ...may crop and resize my work for use as a personal asset with credit where able.
  - If you'd like to restrict who may do this, you yourself must enforce it.
  - You must provide credit where able, such as your Twitch channel info should you use my work there.
- ...may edit my work, or have others edit my work, on the condition that you state clearly that it is derivative of my work and NOT a collaboration, and link directly to the original as posted publicly by me.
  - This does NOT grant you permission to remove my signature/watermark, but you may add your own to the derivative as well.
  - Selling such a derivative work is NEVER permitted.
  - If the original is not publicly posted by me, a link to my Suk0tto Furafinity profile or gallery is acceptable.

Anyone, including the client, ...

- ...may print out my work for personal non-commercial purposes.
- ...may trace my work for educational purposes on the condition that they link directly to the original as posted publicly by me if the derivative work is ever shared.
  - Selling such a derivative work is NEVER permitted.
  - If the original is not publicly posted by me, a link to my Suk0tto Furafinity profile or gallery is acceptable.

- ...shall NOT remove or obfuscate my signature/watermark without prior permission, or take credit for creating my work. This would be considered theft.
- ...shall NOT mass-produce or sell items that include my work or otherwise use my work to gain profit without first acquiring written permission from me and all other copyright holders who may have their property depicted in the work.
  - This permission from me comes at an additional charge. Feel free to contact me for more info.
- ...shall NOT, under any circumstance, use my work directly or indirectly in any of the following ways, regardless of owning commercial rights:
  - To create and/or modify non-fungible tokens (NFTs).
  - Exchange with cryptocurrency.
  - Train or utilize generative artificial intelligence (known colloquially as AI).

## PRIVACY

You may request to remain anonymous to the public throughout our process and anywhere I may include a commissioner's name in public materials indefinitely. However, I require that you are not anonymous in your correspondence with me. A randomly generated placeholder name will be used in any public records of my current commission slots, tagged as anonymous. I will retain records of your identity for my own use. Such records will not be divulged to anyone unless my terms are violated or I am required to do so by law.