

Terms of Service

Artist: shroomyshetland / Magpie

Contact:

- shroomyshetland (instagram, toyhouse, twitter)
- cuttlesnoot (telegram)

Please read and understand this entire document before contacting me for a commission. If you have already contacted me prior to reading, no worries; you are here now, so take a moment to read.

Preface

Payment is considered an agreement to the following terms. Failure to read this document in full does not excuse noncompliance with these terms.

General/Overview

- I, the artist, may refuse a commission at my discretion.
- *Communication is always key.* Please communicate as clearly as you can; I welcome casual speech, but please understand that I can be slow to understand

what you mean. If I am confusing *you*, please ask me to clarify. I will do so to the best of my ability.

- Harassment, threats, and degrading/hateful speech are not tolerated. Please communicate kindly.
- Clear references are required for a commission to be accepted (excluding customs, which are discussed on a case-by-case basis).
- I will only draw a character that doesn't belong to you if clear consent from the owner is provided. If I discover you are using a stolen character, the commission is void and will be canceled immediately.
- I will not accept requests to replicate someone else's style for any reason.
- YCH- and sales-related commissions may have their own additional rules, pricing, and terms, so please refer to those posts for their requirements.
- NSFW commissions REQUIRE valid proof of age, which must be at least 18. (Repeat 18+ commissioners may skip this step, as I have already verified your age). Accepted proof may be a clear image of any of the following:
 - Driver's license
 - Government-issued ID
 - Passport

Usage Policy

I, the artist, reserve all rights to the completed piece(s), not the commissioner; therefore, I am allowed to:

- Promote my work with the piece(s)
- Display the work as desired, if at all
- Post on any platform, if at all

I will, however, respect a commissioner's wishes to keep a piece private if requested.

I will not attempt to resell work that features any commissioner's characters unless explicitly discussed otherwise.

The commissioner may do the following:

- Use the piece for personal purposes only
 - *Printing for self, ToyHouse image/character uploads, profile picture and/or banner, etc.*
 - *Generally, actions NOT for any profit or commercial gain*
- Post online with proper artist credit
 - *Correct username tagged on Instagram, Twitter, etc.*
 - *Artist named "Magpie" with functioning link to one of my social media accounts*

- Resell/redesign custom designs
 - *I cannot control price beyond point of purchase, but respectfully, please do not sell for more than originally purchased unless you have added art*

The commissioner may not:

- Use/reproduce the piece(s) for commercial purposes without permission or contract (fees may apply)
- Take credit for creating my piece(s)
- Remove my signature and/or watermark
- Alter the work without my explicit consent
- Use generative AI in any way on and/or using the image

Content Limitations

- What I can/will draw:
 - *Humans/humanoids, furies/anthros (any), fantasy creatures, mechas/transformers, OCs, NSFW (18+ only), scars, gore, ships*
 - *If you're unsure, please ask!*
- What I cannot/will not draw:
 - *Excessive muscular detail, realism, hate/harassment/revenge art, hate symbols, real people*

- *I may decide on a case-by-case basis if I'm uncomfortable with anything not listed*
- Please feel free to ask if you have any questions about content limitations

Payment

- All commissions must be paid in full, upfront, unless I have explicitly stated other conditions to you otherwise.
- I primarily accept USD through Paypal, unless otherwise stated in a sales/YCH post. I occasionally accept item payments, but only when explicitly listed as a payment option on a post.
- All payments are final (please see cancellations/refunds)
- I do not take requests unless explicitly stated otherwise.

Process

- Commission timeline begins once I have stated I have begun your piece. A public queue is maintained [here](#), so feel free to keep up with where you are if you wish.
- Deadlines and/or rush commissions are not accepted unless I state otherwise. Fees may apply.

- Commissions typically take between two weeks to two months to complete from when I state I've begun. Any delays or expediting depends on the following factors:
 - *Health*
 - *Work schedule*
 - *Family issues and obligations*
 - *Commission size and/or complexity/simplicity*
- Commissioner will be notified if any delay occurs, whether already known or pop-up. Alternate timeframes can be discussed in this situation.
- WIPs (work in progress) are provided at key points in the commission to check with the client if the piece is going to plan. You may ask for updates, but please try not to ask too frequently, as progress is often not daily.

Alteration Policy

- During commission work, adjustments may be requested in each WIP step.
- Post-completion alterations may be requested on digital artwork within 72 hours (3 days) of receiving the completed work. Such requests made past this period will not be taken.

- Only small alterations (*small color error, small marking mistakes, etc.*) are accepted for a +\$5 adjustment fee.

Cancellations and Refunds

I, the artist, have the right to refuse, cancel, and/or refund a commission at any time. You, the commissioner, also have the right to withdraw from a commission. Both parties must communicate these intentions clearly.

- The commissioner will be notified of the cancellation and their refund options, if any.
- The commissioner must notify me, the artist, if they intend to withdraw from their commission and if they desire a refund.
- Chargebacks without warning or discussion are not considered clear communication, and this will result in refusal to work with the client again (blacklisting).
 - *If there is a dispute beyond TOS, the client must go through an arbitration entity in the state of Texas that I, the artist, select.*
- If the commissioner has not paid yet, they may withdraw from the commission without charge. Please explicitly state whether you are proceeding, canceling, or wish to be placed on the waitlist. I will automatically

cancel the commission if none of the options are selected after 72 hours.

- If payment has been received, a refund may vary depending on how complete the commission is upon cancellation. Please ask about it politely, and we can discuss our options.
 - *The more complete the piece, the smaller the refund.*

Blacklisting

Blacklisting means that I, the artist, will indefinitely refuse to do business with someone at my discretion. This can be for a number of reasons.

The blacklist is maintained solely by me, and only I may decide on who is added and removed from the list. Do not demand or coerce me to blacklist someone; I will look into it myself.

- Causes for blacklisting include but are not limited to:
 - *Harassment*
 - *Filing a chargeback without discussion*
 - *Committing or assisting in blacklist evasion*
 - *Harassing blacklisted individuals*

- *Persistent blacklist coercion (demanding someone to be blacklisted)*
- *Scamming behavior*
- *Stolen character(s)*
- *Personal/private issues*
- *Refusal to comply with TOS*

This blacklist may be requested and made available to the commissioner if deemed necessary, but I typically keep this list private. Blacklisted clients will be notified if they have been blacklisted.

I, the artist, am not liable for any commissioner's or other individual's actions. I, the artist, am not liable for actions taken towards and/or regarding those on the blacklist.

If you have any questions or concerns, please contact:

- *Instagram, Twitter, ToyHouse: shroomyshetland*
- *Telegram: cuttlesnoot*
- *Email: richersonrobin@gmail.com*

Please send me the following keyword so I may explicitly know you've read and agree to my TOS:

NAUTILUS