

Terms Of Service

Hello! Here is where you will find my Terms of Service for commissions, adopts/designs, and other things! By commissioning me or purchasing a design of mine, you are agreeing to and acknowledging that you have read my Terms of Service.

Use of any of my artwork, designs, or free assets in any way, shape, or form of generative artificial intelligence results in an immediate public blacklisting.

My contact information:

- everyponie@gmail.com
- @everyponie on telegram

Payment:

Payment is to be sent via cashapp, kofi, or paypal. I do not accept other forms of payment. I only accept USD, if you are paying with a different currency you must do so through paypal.

Payment must be sent upfront unless discussed otherwise. Payment plans available for purchases \$75 and up with a 25% down payment. Holds are a case by case basis, the maximum amount of time for any holds is two weeks.

If you are paying in artwork, you must provide a due date. Delays are okay, just please make me aware! This is to prevent ghosting on my designs.

Paypal payments **MUST** be sent via Goods & Services, do **NOT** send via friends and family. When leaving a note for Paypal payments, simply add "illustration," this is to avoid issues with Paypal. Do not include the words "tip" or "commission" to avoid issues with Paypal again.

I am iffy on taking vouchers or a third party paying for you. I am open to it, but it must be paid within 48 hours.

PROCESS

When commissioning me, we first discuss what exactly you are looking for. After we get all of that down, payment is required. Fees may be added for complexity.

You will be given a due date, this is typically 1 - 3 weeks and 1 - 2 months for large and complex pieces.

If I have any delays I will make sure to let you know, I am a college student so sometimes things can set off my pace a little bit. Failure to meet a due date on my end will result in a 75% refund.

You will be able to view my progress on your commission via Trello.

You will have to approve the sketch before I move forward.

After the sketch is approved, I move onto lineart. You will also have to approve the lineart for me to move forward with coloring and final touches.

** Some commission options do not have wips, these are usually considered my "simple" options.*

Rush orders are welcome for an extra fee (\$1 per day earlier than the general deadline).

Revisions

Revisions that are mistakes on my end (wrong markings, specific character traits, etc) are revised free of charge at any point in the process.

You may request any changes or additions at the sketch phase free of charge.

At lineart approval, you may ask for any mistakes to be revised. Large changes (additional items, pose change, etc) are subject to an additional charge.

There are no add-ons/revisions after lineart has been approved unless there is a mistake on my end.

Use

I have the right to use any scrapped sketches, linearts, or designs for other purposes with changes. This is including but not limited to: personal artwork, YCHs, commissions, and trades/gifts.

My artwork and designs are for **personal use only** unless otherwise discussed. There are additional fees for commercial rights. Commercial rights cost 50% of the original purchase value.

Private commissions have a 30% fee as I cannot use them in my portfolio.

Commercial rights transfer over to the next owner upon trading or selling. My designs are not to be sold for higher than their original purchase value unless additional artwork has been added.

My designs and artwork are not to be used in any work that promotes bigoted, predatory, or otherwise dangerous ideals, groups, or beliefs. This includes but is not limited to racism, cults, homophobia, transphobia, terfs, zionism, "TCC" or groups associated with school shooters and other forms of mass violence, antisemitism, animal or child abuse, sexual abuse, and MAGA.

Refunds

Refunds are 75% of the purchase value. Refunds are **not** available after lineart approval unless a due date is missed.

I do not do refunds for any designs or adopts you purchase from me.

Commercial rights cannot be refunded.

Design Specific

My designs are not to be resold for higher than their initial purchase value unless other artwork is added (however you price them after adding artwork is up to you).

Please authorize me on Toyhouse if you are putting my designs on authorized.

You are welcome to redesign the character as much as you please as long as my credit is not removed.

Holds for payments have a two week maximum, if you are unable to pay after two weeks the design will be put back up for sale unless otherwise discussed.

Custom ideas that me and you have scrapped can be used by me for other purposes with necessary changes.

I am open to payment plans for costs above \$75 with a 25% non-refundable down payment.

Commercial rights for any of my designs costs 50% of the original purchase value.

My designs are not to be used in any form of generative AI.

Co-ownership is not allowed for any of my designs. This has no exceptions.

Artwork Boundaries

Will draw:

- furrries, ponies, taurs, any species
- anthro or feral characters
- sfw babyfur/agere art, sparkledogs, plushfurs, pooltoys
- any body type and/or hair type
- characters from existing media (such as my little pony)
- most clothing/accessories
- kink gear in sfw contexts (+18)
- non-sexual artistic nudity (+18)
- weed use

Won't draw:

- hateful/bigoted imagery
- alcohol or nicotine
- hard drug use
- gore
- humans/humanoids
- anthro insects (I am not good at this)
- nsfw or sexually explicit works
- anything promoting harmful ideology, including but not limited to: "pro-paraphilia," "anti-recovery," hate groups or violent crime, and anything Nazi-adjacent

Blacklist:

ChocolateSpice/Deitykinn/Sunny:

- self proclaimed zoophile and pedophile, in addition to defending nazi ideology under the guise of "TransIDs" or "RadQueer." As well as including children in their interactions about such content.

VHSgirl/Moire:

- Use of Generative AI + training generative AI models off of other's work.