Xen Production

Written as of November 30th, 2024

Terms of Service & Conditions

Xen Production strives for accessibility, community, and transparency. As an independent space I ask only that when requesting commissions, you keep politics & hate speech at the door. Through Xen Production my goals are to create and entertain.

# PLEASE READ CAREFULLY CLARIFACTION & RULES FOR COMMISSIONS

1. All commissions must be requested through my website: This is for the benefit of both myself and my customers. It is important that communication be as clear as possible so that I may provide the best service for the client.

2. The only payment method available at the moment is PayPal!

3. Payment for commissions can be done two different ways. Either all up front via invoice or broken up into quad payments via invoice (This would mean that upon receiving your first payment, the commission would begin.)

4. Updates for commission will be provided every one to three business days.

•At each stage in the process, I will request feedback to make sure that client's desires/expectations are being met.

• If there is an aspect of the commission that is not in line with what you requested, please be sure to let me know right away so that I may correct it before moving to the next stage.

5. Completed commissions will be posted on my website unless told otherwise by the client. If a client does not want their commission posted to the website, they must make that known early on & give a reasonable explanation as to why.

6. POSTING MY WORK WITHOUT CREDIT OR SELLING REPRODUCTIONS (I.E. ON MUGS, CLOTHING, BAGS, ACCESSORIES, ECT) OF MY WORK WITHOUT PERMISSION WILL RESULT IN AUTOMATIC BLACKLISTING.

7. My art will not be used to train or used as material for AI/image generating. Nor used for NFT's of any kind.

What I WILL draw:

- Humans/people
- Armor/weapons
- Mild injury/blood
- Loli/Shota body type (NO NSFW)

• Anthro characters

What I WILL NOT draw

- No NSFW
- No hate speech
- No R-18
- No gore/dismemberment
- No politics
- No hardcore furry content
- No harassment (art used to harass people will be met with immediate blacklisting)

### USER AGREEMENT

By requesting a commission, you have read and agreed to the TOS & conditions above. You will agree here to the policy of using the art for personal, non-profit purposes unless otherwise stated, and provide all image credits to me. Violators will be added to a blacklist indefinitely and without warning, with any additional appropriate actions taken.

#### TO THE CLIENT

• You, the client, have read the terms of service and understand the basis of my commission process.

• You, as the client, are allowed to share/display my work on other sites so long as credit is provided and linked back to me.

• You may not claim my work as yours.

• Any attempt to recreate (tracing/copying) will result in being blacklisted.

• You are not allowed to change or alter my work in any way.

• Any form of harassment will not be tolerated; you will be blacklisted.

• By placing an order, you have carefully read and agreed to these terms stated above.

• By commissioning my services, you are requesting my services as an artist only.

• I reserve the right to post the finished product on my site, unless previously discussed with the client.

• I reserve the right to decline a client if they do not adhere to the conditions above.

• I will NOT create anything offensive (EX: racism, homophobia, transphobia, ableism, pedophilia, incest, etc.) No NSFW, gore.

#### PRICING

• As stated above, payment through invoice can be done in one of two ways.

- Full payment upfront

- Dual payment (Pay 50% now, 50% when the piece is complete)

- Payment installment (quad payment)

• Logo Designs = \$20 minimum

• YouTube banner/Templates/Thumbnails =  $\sim$ \$30 (making an illustrated thumbnail will cost more.)

• Illustrations = Pricing varies, please contact for specifics!

I've also added the option in doing Fire Emblem GBA portraits & Icons made from scratch. Note that the portrait is made for the "Lex Talionis engine". I can make portraits for "FEBuilder", however the color won't be as detailed due to keep it at 16 colors or less.

Icons: 10\$~15~

Portraits: 30\$~50\$ (prices varies by different clothing/expressions.)

## COMMERCIAL USAGE

Any commission requested for commercial usage (be it for Twitch, YouTube, or logo design, or so on.) the rate will double. CREDIT MUST BE GIVEN!

Furthermore, NO COPYRIGHTED MATERIALS CAN BE OF COMMERCIAL USE

WITHOUT PROPER LICENSING!

- CU Logo = \$40 minimum
- CU YouTube =  $\sim$ \$60 (making an illustrated thumbnail will cost more.)
- CU Illustrations = Pricing varies, please contact for specifics!

### COPYWRITE

• I reserve the right as the artist to watermark my work until full payment is received. A full resolution image (PNG, JPG, or PDF no matter the file type no additional charge will be made) via email. My signature will remain on the full scale and smaller versions of the project throughout the entire process.

• I HIGHLY RECOMMEND that you keep a back-up of those files, as I will not be held responsible for lost or damaged files.

### ORDERING

• You are expected to have read and understood the rules and have spoken with me via email to confirm the price and piece you're looking to purchase.

• Your commission slot is confirmed once you receive a reply from me discussing the details of the project with you.

This is the email you will receive confirmation: Commissions@xenproduction.online

• Please make your request concisely worded with minimal abbreviations, to make the email clear to read.

• Before taking part in any transaction, you are required to wait for a reply so that we can discuss the details.

• I will (after everything is processed and confirmed) send you an invoice. You need to confirm the payment with me before I start your order.

• English is preferred, but I am able to converse in French if needed.

#### REFUNDING

# REFUNDING PROCESS MAY VARY IN TERM OF CLIENT REQUEST (INFORMATION BELOW IS FOR FULL FLEDGED COLOR AND SHADING PROJECT.)

### ILLUSTRATION REFUND POLICY

- 100% of the payment will be refunded if I have not started working on commission request.
- If you cancel during or the end of the sketch phase, I can only refund 80%.
- If you cancel during or the end of the outline phase, I can only refund 60%.
- If you cancel during or the end or the flat coloring phase, I can only refund 40%.
- If you cancel during or the end or the shading phase, I can only refund 15%.
- Once past the shading phase, NO REFUND.

## LOGO DESIGN REFUND POLICY

- 100% of the payment will be refunded if I have not started working on commission request.
- If you cancel during or the end of the sketch phase, I can only refund 80%.
- If you cancel during or the end or the flat coloring phase, I can only refund 50%
- Once past the coloring phase, NO REFUND.