

PicsForDesign Terms

I. General Terms

1) You prepare the archive with the image and upload it to PFD's catalogue, using our special convenient interface for that. There's post moderation later. PFD reserves the right to take down any products or request to take down any product that violates copyright laws, is considered inappropriate or does not comply with our internal policy.

2) You can manage your portfolio using our convenient interface and delete your products any time you want without any penalty from PFD. However, all the products already bought will still be available to people who bought them, so they will be able to download them again from their accounts if they happen to lose them, they will be stored on our server. However, they will not be available on the catalogue and will not be distributed in any other way.

3) You are **not allowed to post two products that are essentially the same** (i.e. represent the same set of elements or the same character), differing only in color variations or accessories. Such variations and accessories can and should all be made available to the customer in the same single product. Any products that do not comply will be rejected, with a warning.

4) We have a three-per-day upload maximum for all types of products. Every seller is asked to respect and follow this policy.

5) Artist's royalties are 50% of the price paid by the customer, and we pay all the fees every transaction involves. You get exactly 50% of the price the customer pays, no less. You can get 60% if you sell your works exclusively at our website (or at our store and on your personal website) and only after you made 2000 sales.

You can see all the payments made real-time in your account, can see the stats, what sells best and other convenient tools. You can request a withdrawal any time you like with the minimum amount being \$50 to PayPal. The minimal amount of \$50 is set because we undertake to pay all the fees when accepting the payments from our customers (for you to get clean 50%), but this also means smaller withdrawals would cost us too much in payment system fees).

All you need to do to withdraw is visit your account here <http://picsfordesign.com/en/account/withdraw.pix>, enter an amount that exceeds \$50 (must be a whole number) and enter your PayPal address. Such requests are processed within 1 business day, but usually much sooner.

6) The previews or other graphic files within the archive must not contain depictions of products or the actual products protected by copyright without express permission from

the copyright owner made aware of the fact their product will be used for commercial purpose.

7) The artist or designer name you provide on your product must be the same as your login at our store.

8) We have an official Facebook group where you can let people know you have new products in store or show off your tags. Such tags must contain either a kit or a tube from PicsForDesign (or both). If your post contains a link to that tag (for instance, located on your personal blog), that blog must also contain a direct link to that product at our store. If you are posting links for the kits and tubes used directly on Facebook, an active link to the exact product used from our store must also be there. **NO LINKS TO STORES OTHER THAN PFD ARE ALLOWED.**

If you have any CT members, please make sure they are aware of this when posting something for you.

9) **Plagiarism is absolutely unacceptable.** PFD reserves a right to discontinue cooperation with any seller proven to be illegally using elements belonging to other artists or designers without their permission, blocking any amount on the account of such a seller and using it for refunds to customers that purchased the product.

10) It is strictly forbidden to "spike" sales, solicit or conspire to commit this kind of action in order to increase the total number of sales in statistics or boost the popularity of a particular item. "Spiking" means buying (or offering) items from the catalogue at a significantly reduced price (unless the price is lowered as part of a promotion and available within a reasonable period of time to all customers). In case "spiking" is detected, payment for the sale of such items will be withheld, and all items available for sale by such an artist or designer will be hidden from the catalogue for a certain period of time.

11) By selling your products with us, you agree to participate in seasonal and celebratory sales announced by the store's administration. PicsForDesign reserves the right to run such sales without prior notice.

12) PicsForDesign reserves the right to change these Terms at its discretion any time. It's your responsibility as a seller to check with them regularly for any changes.

13) You can read our Terms of Use for customers here http://picsfordesign.com/en/main/legal_information.pix. Please make sure everything is acceptable to you there before you join and sell.

II. PSP TUBE-specific Terms:

- a) **You can't sell the same product at our store and another one** or give away any product sold at our store at another one for free.
- b) You add your copyright information on one of the layers of every tube; when that tube is used for a tag, the customer adds our site name, your name and their license number. It's not allowed to put any site names other than PicsForDesign.com or any links to other stores on any layers. It's also not allowed to add any links or store names in product information.
- c) Plagiarism is absolutely unacceptable. Other artist's work may never be copied. When using photos for reference, it's best to use at least 2 different photos to draw the face and the pose.

III. KIT-specific Terms:

- a) For the kits you sell at our store, you are NOT allowed to indicate anywhere in kit details that this kit is a match for a tube sold anywhere but at PicsForDesign, provide any links to other stores or mention other stores. You are also not allowed to use in your previews or elsewhere any artist's tubes (to show that it's a match or for any other reason) unless EXPRESSLY allowed to do so by that artist and as long as this artist sells that very tube at PFD.
- b) Plagiarism is absolutely unacceptable. Please make sure you obtain your elements from reliable sources from the people that own them or have the right to sell them. You can sell elements that you 1) purchased at a special store 2) created yourself 3) found online being distributed for free by the copyright owner with permission for commercial use or without commercial use prohibited by such owner.
- c) You must select the right type of product in the drop-down menu when adding information about your product to make sure the kit ends up in the right section.

IV. POSER- specific Terms:

- a) All poser tubes are displayed in a separate category and do not show on the general catalogue. Clients can see all posers in the category by applying a filter in the drop down menu on top of the page.
- b) You must select the right type of product in the drop-down menu when adding information about your product to make sure the poser ends up in the right section.
- c) Plagiarism of any form is absolutely unacceptable.

V. RESALE PRODUCTS

All resale products go into a separate section, no matter if they are kits or tubes. You must select the right type of product in the drop-down menu when adding information about your product to make sure the resale product ends up in the right section.

By uploading any products you agree to comply with the above Terms. You are free to delete your products from the store if you disagree or do not intend to comply with any of the above.