

# Adoptable Rules

The following rules are valid for any and all designs created by me ([Scribbling-Mima/Mima-Adopts](#) on DeviantArt, [Mima/Mima-WIPS](#) on Toyhou.se, Mima#9665 on Discord), which have been sold **starting November 13th 2020**. For previous versions of my Adoptable rules, please check the following links:

[Adoptable rules valid from March 9th, 2018 - November 12th, 2020](#)

[Adoptable rules valid before March 9th, 2018](#)

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>> The rules written here apply to all adoptables created by me that were sold, given or traded away to other people, starting November 13th, 2020. Adoptables created before this date are under the version of my rules that were in force when the adoptable was created, unless the buyer or current owner of the design acknowledges the most recent version of the rules.

>> The original art I have created of the adoptable is also under the rules written in my [Terms of Service](#). You are not allowed to use my art in ways that break my TOS or this Adoptable Rules.

**If you wish to buy an adoptable from me, please respect the rules below.  
Failure to do so will incur in a warning or being blacklisted from purchasing any new designs or art from me.**

## - General Information -

>> I am selling the **rights to use THE DESIGN created by me in any kind of personal, non-commercial way**, such as roleplaying, drawing, using it in your stories (as long as they are not being commercially published), commissioning art of it and others. **I do not sell the rights of the original adoptable art created by me** (it will be still my Intellectual Property).

>> After the adoptable is purchased, the buyer will receive the unwatermarked image of the adopt, but still with my signature. This image can be used as a reference for commissioning art of the adoptable, as a decoration on the buyer's profile or as an icon (with credit or link back to the original submission). Other usages should be asked beforehand. The signature must never be erased, changed or covered. Reuploading guidelines for this image are listed in the "Reupload Permissions" section.

>> **If commercial use of the design is intended, or the original buyer wishes to resell it, please contact me first.** Please read the details about commercial use in the "Design Permissions" section, and about Reselling in the "Reselling, Trading and Gifting" section.

## - Adoptable Purchase and Payment -

>> At the moment, I **mainly accept Paypal** as payment for adoptables, either US Dollars or Brazilian Reais. Payments should be through a paypal link I will provide to the buyer, unless we agree on an alternative way to send payment.

- In **Design Trades, "Offer-to-Adopt" ("OtA")** and similar events/designs, I will accept other things besides money as payment. What is accepted in each case will be listed in the event's or adoptable's description.

- In **Raffles, Guessing Games, Quiz, Requests, Giveaways** and similar events, the adoptable will not require any sort of monetary payment. Rules on how each of those will be given away will be written in the event's or adoptable's description.

>> To purchase an adoptable from me, the buyer must claim the adoptable by its design name or number. A claim should be made in a comment on the adoptable's original batch, page on Toyhou.se, or other listings that may include the design, such as selling/trade journals or threads.

>> Once I give the buyer the paypal link, **they have 24h to send payment to me**. If after this time I have not received the payment and we have not agreed to an extension, the transaction will be cancelled and the adoptable will be put up for sale again.

- If paying by other means (art, trades, AB/vouchers, etc.), the 24 hours limit does not apply. A deadline for when the payment should be completed will be agreed upon in each case. However, failure to complete the agreed deadline will also result in the transactions being cancelled and the adoptable being put back to selling.

>> The buyer will have the right to use the design (as described in the "Design Permissions" section) only after the full payment has been sent, no matter the method being used. I will acknowledge that in the note that will be sent to the buyer with the unwatermarked file(s) of the adoptable.

- If partial payment was made, but not completed within the deadline agreed upon, I will contact the buyer to discuss a refund or compensation for the work done. I may offer an extension to the deadline depending on the situation, if the buyer contacts me first to discuss it.

## - Design Permissions -

(The following rules refer to the usage of the DESIGN created by me, not the adoptable art)

>> After purchasing an adoptable, the buyer can use the design in any non-commercial way, such as drawing it, writing, roleplaying, commissioning art of the design, and others.

- **If you intend to use a design created by me in a commercial way, please contact me first.** By commercial use I mean any kind of activity that gives profit in any kind of currency for the owner of the design. I wish to be made aware of what sort of commercial use you plan for the design, and if it would involve usage of my original art in any way and credit to my name. I explain my reasoning for not allowing commercial use freely in [this comment](#) on DeviantArt.

>> **The buyer cannot use the adoptable for promoting illicit activities or prejudice of any kind.** The buyer must also follow the submission rules and terms of use of any site they plan on using the design on.

>> **The buyer can make changes on the design purchased, as long as it does not make it completely different from the original design.** Changes like skin or hair color, hair style, new outfits, even genderswap are allowed. If you have any doubt about what you can or cannot change about the adoptable, just note me and I'll be happy to help you out.

>> The buyer can use the design in other sites besides DeviantArt or Toyhou.se.

>> If the design belongs to any of my species, any rules and permissions regarding the species also apply to the design.

## - About using the Adoptable Art -

Please refer to my [Terms of Service](#) for rules about using any art created by me, including the original adoptable art. While I do sell the rights to own the design and use it as the buyer wishes in non-commercial ways, I still retain the rights over any art created by me.

>> You are not allowed to edit my art without my permission! Please do not trace, recolor, draw over, crop, or make any edit to the adoptable image unless I have given you written permission.

- If you wish to edit the design you have purchased, you will have to redraw it. Do not make any edits to my art.

## - Reselling, Trading and Gifting -

>> **You may resell designs created by me for its original price or less.** If you are the original buyer of an adoptable created by me and wishes to resell it, please note me first.

>> Trading or gifting the design is fine, and I would like to be warned of the ownership change as well! This way I can keep the original owner of the adoptable updated in its original submission.

>> I may offer the option of buying back an adoptable for its original price, if I have the funds and interest in getting it back. I can pay back the adoptable's original price, and I may offer art, other adoptables or customs as a compensation for extra art the adoptable may have.

## - Reupload Permissions -

>> **I do not allow my art to be reuploaded anywhere by anyone other than myself, the buyer of the adoptable, or the current owner of the adoptable, without my written permission.** I consider as "reupload" putting my art in other sites, blogs, personal pages, using it in videos, games, digital books, novels, or any sort of usage of my art in any other place other than its original submission on DeviantArt and/or Toyhou.se.

>> **For the original buyer of the adoptable, or it's current owner, I only allow reupload of my art to their own sta.sh, or to the character page in sites like Toyhou.se.**

- They are not allowed to reupload my art to their own DeviantArt gallery, or their gallery in art or image stacking sites such as Furaffinity, ArtStation, Instagram, Tumblr, Pinterest, Pillowfort, etc.

- If the original buyer or the current owner of the adoptable wishes to reupload it to other sites other than the ones listed above, they need to contact me directly to get my written permission to do so.

>> These rules refer only to the original adoptable art made by me and any other art I might have created for the design; any other depictions of the design are under the rules of the original artist of said depictions.

- I allow the usage of the design itself in any other site the buyer wishes to use it, as long as they do not claim the creation of the design, and credit me for it somewhere.

## **- How to credit -**

>> When reuploading the adoptable art (following the guidelines above), please credit me for the art AND design.

>> When creating a character page for the adoptable (such as a Toyhou.se profile, a sta.sh folder, or similar), please credit me for the original design of the character.

>> I do not require crediting me for the original design of the adoptable every single time it is depicted (in personal or commissioned art), but crediting in these situations as well would be appreciated.

>> I prefer the design to be credited to [Scribbling-Mima](#) and/or [Mima-Adopts](#) on DeviantArt. On Toyhou.se, you may credit the Creator as [Mima](#) on Toyhou.se.

## **- Actions I may take against rule-breaking users -**

>> Whoever breaks any of my rules will be warned once or twice to cease the rule-breaking activity/behavior. If the user insists on this action/behavior despite my warnings or breaks new rules in the future, I will add this user to a personal blacklist, which forbids them from ever commissioning me again in the future, buying adoptables or YCH slots from me, or getting any sort of art from me.

- Depending on the behavior, a public announcement about the blacklist may be done, and the user may also be forbidden from getting designs belonging to any of my species, and take part on events/contests related to my art and species.

- Improper usage or reupload of my art will be also dealt with by filling out a DMCA, or contacting the administrators of the site in question, to request my art to be taken down.

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>> This page may be changed at any time, without prior warning, to edit the wording, include new rules or modify current ones. Whenever a bigger edit is made to this page, I will write an update notice in a new journal or status post.

>> **Latest edit to this page:** November 13th, 2020.