

# VRChat Avatar Auction Terms of Service (TOS)

Auction Date: \_\_\_\_\_

These Terms of Service ("TOS") outline the rules and expectations for participants in VRChat avatar auctions hosted by **NEXUS** run by TΞCHAMΞCHA (Techamecha). By placing a bid, you are participating in the auction, you are acknowledging that you have read, understood, and agreed to these Terms of Service.

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## 1. Eligibility

- **Age Eligibility:** Users must be at least (18) years or older and subject to age verification before commissioning. Anyone below 18 must have proof of a valid method of payment.

## 2. Auction Rules

- **Bidding:** Bids must be placed publicly and clearly as specified in the auction post (e.g., comment chain, Discord thread, etc.).
- **Minimum Bids:** Each bid must follow the minimum bid increment stated in the auction post.
- **Withdraws:** Bids cannot be edited or deleted. Any withdrawn bids may result in disqualification from future auctions.
- **Auction Closing:** The highest bidder at the auction's close is the winner.

## 3. Payment

- **Pay Period:** Payment must be made within 48 hours of auction closing unless otherwise agreed upon.
- **Payment Platforms:** The following payment platforms are (List ur platforms and list contact information e.g. "Paypal ((@name)) - ((link))" ).

- **Accepted Payments:** Accepted payment methods will be specified in the auction post. Failure to pay within the deadline may result in the item being offered to the second-highest bidder or reposted for auction.
- **Payment Plans:** Payment plans may be available at the Artist's discretion. Terms must be agreed upon before bidding.

## 4. Intellectual Property & Usage Rights

- **Copyright:** The Artist retains copyright of all original artwork, designs, and concepts.
- **Redistribution:** The winner receives a license for personal use only. Redistribution, resale, or modification of the avatar or its textures is prohibited unless specified otherwise.
- **Commercial Rights:** Commercial rights may be negotiated separately with the Artist.
- **Personal Use Only:** Auction winners may use their commissioned work for personal use only.
- **Merchandising:** Reselling, redistributing, or commercializing the auctioned textures without explicit written permission is prohibited.
- **No NFTs:** Auctioned work may **never** be turned into NFTs (non-fungible tokens).
- **Creator Card:** NEXUS products all contain creator cards within their avatars. There will be no compromise on the removal, adjustment, or modifications of the creator card.

## 5. Product Delivery

- **Files:** (idk how u do this lol)

## 6. Refunds and Cancellations

- **Refunds:** All sales are final. Refunds will only be provided if the Artist is unable to provide the avatar within the agreed-upon timeframe.
- **Cancellation:** In the event of cancellation initiated by the winner, the item may be re-auctioned, and previous payments may be subject to being forfeited as compensation to NEXUS .

## 7. Termination of Services

- We at **NEXUS** reserve the right to refuse or terminate services at any stage if:
  - The client violates these TOS.
  - The request exceeds the artist's capabilities.
  - Any form of harassment or misconduct.

## 8. Amendments

- These terms may be updated periodically. Users will be notified of significant changes, and continued use of our services constitutes acceptance of the revised TOS.

## 9. Contact Information

For inquiries or concerns, please contact us at:

- **Discord:** TƎCHAMECHA (Techamecha)
- **VRChat:** (TƎCHAMECHA)

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## Auction Participant Information

Name: \_\_\_\_\_

VRChat Username: \_\_\_\_\_

Email: \_\_\_\_\_

## Auctioneer Information

Name: (TƎCHAMECHA, NEXUS)

Contact: Discord only (user: techamecha)

## Signatures

Action Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Auctioneer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_