#### Terms of Service

Upon purchasing any arts or adoptable designs from me, you are considered to have read and agreed to all the terms listed.

By violating any of these terms repeatedly or committing a major personal offense to me might lead to permanent blacklisting, whereas you are no longer allowed to purchase or participate in any deals, giveaways, auction bidding in the future. Thank you.

- 1.0 Payments
  - 1.1 Refund Policy
- 2.0 Commissions/Art Trades
- 3.0 Adoptables/Designs
  - 3.1 Bidding rules
  - 3.2 Design modifications

#### Payments

- 1. Payments should be done within 24-48 hrs upon being notified to or after I accept your commission.
- 2. Full or partial payments are required before I begin working on any commissions.

- Payment plans are up for discussion for any orders above 200
   USD.
- 3. You are allowed to hold a payment for 3-5 days or longer if you can provide a proper reason. But if you continuously delay the payment over a long period of time, I will cancel your order completely and you will be temporarily blacklisted.
- Payments via Wise or Stripe are preferred, all payments should only be made in USDs, unless stated otherwise.

# Refund Policy

- 1. I reserve **rights** to issue a refund for any given reason at any time.
- Refunds may be requested or discussed between artist and client if needed.
- 3. Full refunds are only allowed if I have not started working on the commission at all. Refunds are not available once I have completed the line art, unless given a proper reason and situation.

## Commissions, Art Trades

\* note: Please note that all my commissions, art trades, or arts made for you for a project/chorus are all for personal usage only unless stated otherwise.

- Please avoid re-uploading any high quality or full sized art works of mine without a watermark, this is to avoid any theft, heavy referencing, tracing or misuse of my art and design. This is not a must but would be highly appreciated.
- 2. Please credit me whenever you're using, sharing or re-uploading any of my artworks on other social media or websites.
- 3. I reserve the right to decline any commissions or trades that I feel are out of my comfort zone or cannot comply with my schedule.
- 4. Please make sure to check thoroughly and confirm the sketch, drafts or WIPs I've sent so that we can proceed with the commission without any issues, any major changes after completion of lineart will cost additionally.
- 5. I do not consent to using any of my artworks or commissioned works to be put up as NFTs or AI learning.

#### Adoptables/Designs

\* note: by violating any terms regarding my adopt/designs TOS will put you to be temporarily or permanently blacklisted from buying any of designs.

 All adoptables/designs sales are for personal usage only unless stated otherwise. Using my designs commercially without my permission will lead to permanent blacklisting. I do not consent to any of my designs or artworks being minted as NFTs or AI learning.

- 2. Do not resell, trade, or gift any of my designs away outside of toyhou.se without notifying me in advance or at least after.
  - a. This is to avoid having any of my artworks and designs sold to anyone who has been **blacklisted**.
  - b. It's not necessary to notify me if you have it on TH.
    - As far as I am aware, none of the blacklisted people are on TH at the moment.
- 3. No refunds. Please be responsible for your own spendings.
- Do not resell any designs you have gotten for free, in trades, or from OTAs where you did not spend anything on.
  - a. An exception is if and only if you have brought commissioned art of said design.
  - b. You're not allowed to resell any adopts you've purchased for
    higher than the total you've spent either.
    (Original price paid for adopt + paid commissioned works only,
    PERSONAL or gifted art does not add to the price.)
    This is to avoid people drawing additional art works in an
    attempt to increase the value of the adopted design.
- 5. I retain partial rights to all of my arts and designs. In cases of misuse, chargebacks or violating my TOS, I am allowed to reclaim my designs.Failure to elaborate the situation will lead to permanent blacklisting.
- 6. Do not make any of my designs or concepts into your own closed species. You are not obligated to keep them in the settings or canons I've presented them in the closed species. Feel free to take them out of it.
- 7. Please credit if you're using, re-uploading any of my designs or art works on any social media, if you're uploading the character onto

toyhou.se please credit yukiflake as the creator, i would love to read what you've done to the designs!

- Do not claim any designs I've made as yours unless it was a MYO! Also do not make any of my unfinished WIPs into your own original characters.
- 9. Co-ownerships are not officially allowed or recognised on my masterlist. If there's any problems between both owners, you're expected to deal with it between yourselves. Co-own any design at your own risk.

# **Bidding Rules**

- 1. Please always bid in a chain/reply to the highest bidder.
- 2. Bid only when you have the exact amount of money in hand.
- 3. Do not harass, beg, advertise, whine, disturb or behave rudely to others on my posts. You will be warned for the first offence, repeated offense will result in permanent blacklist and blocked.

### Design Modifications

 Please do not do any major modifications on my art or the original designs, if any modifications of the character design is to be made, please do so separately!

- Only minor modifications such as adding a piercing is allowed to be added onto the original art but please keep the original file when you're going to rehome the design in the future.
- 3. Modification of the clothing colour palettes are always allowed, dress them up however you like! But modification of the physical appearance is strictly not allowed without prior notification. Please make sure you follow the rarity traits if they're a part of a species.
- Most modifications on the design are allowed as long as it can still be recognised as the original.
- 5. In cases of reselling or rehoming, the original design must be presented and given to the new owner as they're supposedly the original design. However, you're not allowed to modify the character and resell the old design to the said character whilst keeping the new one.