

# Adoptable Terms of Service

Applicable to adoptables purchased from silentsketching

By purchasing an adoptable (design), you declare that you have read and you agree to the following:

## **Future edits to the Terms of Service**

I will keep the Terms of Service (ToS) up to date if I discover loopholes in the future.

This means that something isn't automatically okay to do with my design just because it isn't currently described in the ToS. Please reach out to me if you need anything to be clarified further.

## **Use of the design**

You may use my design for personal use only, unless commercial rights are purchased for an additional fee. You may have the design commissioned by other artists, with design credit to me. You may create prints, merch, etc for personal use only unless commercial rights were purchased.

Commercial rights must be purchased if you want to use this character as a Vtuber design.

You may never edit or use my original artwork, which is the PNG you receive with your purchase, for financial gain, even if you've paid for commercial rights. The commercial rights are only for the character design, not the artwork.

If you've purchased the design for personal rights and later decide you want to upgrade to commercial rights, please contact me so we can negotiate a price and payment.

## **No AI or NFT**

I do not consent to any of my work being used for AI or NFT purposes even if you've paid for commercial rights. This also means that you cannot commission artists for this design if they use AI, since that counts as using my work for AI.

### **Edits to the design**

You're allowed to make adjustments to the design. I just want them to be loved and I acknowledge that characters evolve over time.

### **Redistribution of the design**

Please feel free to trade, gift, or sell them. However, if sold, they cannot be sold for more than the price the adopt was purchased for, unless additional artwork is obtained.

Benefits from the price tiers are transferable to the new owner (including the headshot commission if you had not claimed it yet).

Original design credit must come back to me. Please refer the new owner to the ToS as well. I recommend saving the link to the ToS with your design for future reference.

I don't do buybacks, but you can gift the design back to me if you don't want it anymore and don't have anyone else to give it to.

### **My right to the design**

I reserve the rights to the design, being able to post, make art, and use it for portfolio purposes in the future.

### **How to credit me**

ToyHouse: <https://toyhou.se/silentsketching>

Twitter, Instagram, Bluesky, Tumblr, Artfol, Ko-Fi, etc.: @silentsketching

In descriptions you can use the following phrase or something similar: "Character design by silentsketching."

### **How to contact me about the design**

I'm not the most active on social media, but my DMs are open. Twitter, Instagram, Bluesky, Tumblr, Artfol, Ko-Fi, etc.: @silentsketching

If we share a server, you can contact me through Discord DMs as well.

You can also e-mail me: [commishtish@gmail.com](mailto:commishtish@gmail.com)