

# Adopts/Designs

## TERMS OF SERVICE

By owning a design created by me, user @Cyberyaminakaa("the Designer"), Or my Nsfw Userhandle, you ("the Owner") affirm to have read and agree to be legally bound by the following Terms of Use listed below.

Failure to abide by the Terms of Use may result in a blacklist and/ or a public service announcement.

Please note that the Terms of Use may be subject to change without prior notice. These Terms of Use are in effect and up to date as of JANUARY 02, 2025

**These Terms of Use only apply upon the Owner's new ownership of a design.**  
**Any changes made to the Terms of Use after an Owner has claimed ownership to a design will not apply to said design.**

◇The Owner may not make both major and minor edits to the design/ redesigns.

☐The Owner may regift the design

◇The Owner may retrade the design only if the design was obtained via trade and/ or sale.

☐ If the Owner obtained the design as a gift/ for free, the design cannot be retraded unless additional value (i.e. trades, commissions, personal art) has been added to the character's gallery. This includes "freebie swaps."

☐ Free/ Gifted art (i.e., art received in which the Owner did not give anything in exchange) does not count as additional value.

◇The Owner may resell the design for the same price as bought.

☐ The Owner may not resell the design for a higher price than bought unless additional value (i.e., commissions) has been added to the character's gallery.

☐ Free/ Gifted art (i.e., art received in which the Owner did not give anything in exchange) does not count as additional value.

✧The Owner may use the design for personal/non-commercial use.

✧The Owner may not claim the original design as their own.

☐The Owner may not claim the original artwork as their own.

✧The Owner may **not** make both major and minor edits to the original artwork.

✧If uploading the original artwork off-site, credit to the Designer (Cyberyaminakaa) must be provided.

✧The Designer only claims ownership of the original design concept/ execution. The Designer does not claim ownership of any redesigns and/ or the character/ associated character of the design.

✧The Designer acknowledges that once a design is owned by the Owner, the design/ character no longer belongs to the Designer.

☐ The Designer may not "claim back" a design.

☐ The Designer may offer to trade and/ or buy the design back, to which the Owner maintains the right to refuse, with or without explanation.

✧ Do not sell/trade/gift my designs to people on my blacklist, no exceptions.

✧These designs are not allowed to be used for AI or NFT.

### **Toyhouse Rules**

✧Do **NOT** delete, " **Cyberyaminakaa & Cyberyaminakaa designs** " (or any of my old username tags) tag & tell it to the next person & so forth.

✧**DON'T DELETE MY ADOPTS/CHARACTERS FROM TOY-HOUSE!** This will lead to you getting blacklisted.

✧If you change the character's design, don't delete the original design. (You redesign the adopt, but not too much)

◇ **DO NOT** buy an adopt from me just to resell them, you will immediately be blacklisted.

☐ This applies to adopts that you obtain by Art. (Only if you hadn't had the adopt/character longer than 3 weeks.)

◇ Any adopts/Customs you authorised/, please provide me a key or authorise me to see my Design! If I can view my design, I will message you to allow me to have access to see it. If you do not respond, you will receive 1 warning, failing to communicate and granting me access would lead to you being Simi-Blacklist. You still have a chances to get off but you will have a strike on you.

◇ Adopts you get from me, you don't have to return them unless they have **"Tb"(Trade back)** in the tags.

☐ If you no longer want them and you can't find them a new owner, and it has the "Tb" tag, then you can give them back to me so I can find them a new home.

☐ This applies to Characters (OCs) or Customs, but not all.

☐ If you are going to delete your Toyhouse account, let me know, and you must trade/gift/resell it to another user or back to me.

◇ Do not trace/steal/copy the designs in any way.

◇ If you don't follow the rules, it will result in you being **blacklisted**.

### **Other**

(Free, Art, Trade, Owning OCs of mine, Customs, Draw/Raffle)

### **(๑~˘~๑) Free Adopts**

◇ Free adoptions are **limited** to 3 at a time. (This only applies to New people and regular mutuals.)

☐ **No limit** to close and best friends, 4 for close mutuals & friends.

◇ Give me **2 reasons** why you want the adopt. When you PM me and when doing so, title the PM/Note "Free adopt Claim #(number)". It would be easy for both of us. If I don't respond in 1 day or so, PM/Note my Main Account.

☐ If a Comment is on one that's not a comment to claim, the comment will be deleted & try again (do it right the first time, lose chances of obtaining the adopt ^^;;)

### ☾ ☿ ☽ ☾ OTA (Art, Customs, OC Outfits)

✿ Please don't offer too much if you know you won't be able to complete it within the 3-week deadline. Offers can be negotiated, and Mixed offers are acceptable (Ex, Artwork and DA points)

✧ Don't offer a lot of art if you can't finish it within a certain time.

☐ Add-ons USD or Points do increase your chances.

✧ If needing an Extension with a **valid** reason, an **extra 2 weeks Extension**. You can comment on your offer on the adoption, but if you PM me, you'll get a faster response. (If I don't respond to you on here within 2 hours of your message, then message my Main, I forget often.)

✧ Please let me know you're progressing if I haven't asked

✧ **Commercial use** for OTAs is 7 USD

### ☾ ☿ ☽ ☾ Trade (Adopt trade or OCs)

✧ Can trade OC to OC or Adopt to Adopt. If you want to trade an OC for and adopt, I'll look for at least 3 OCs. That depends on how Tent I'm with that Adopt and vice versa.

☐ On TH, if an Adopt/Character (OCs) has "Tb" in tags, that means if you no longer want them, trade them back to me.

### ☾ ☿ ☽ ☽ PTA (BTA)

✧ Payment is to be done via PayPal invoices or Deviant-Art Points.

☐ Also Can Use Boosty or Hipolink

✧ Payment must be sent within 24 hours.

☐ **Holds/Payment plans** are only allowed for adoptables of \$100 and over.

☐ If you need some more time, I'll do 2 weeks, till you can get the Money/Points. If you haven't paid by then, I can no longer hold the adopt for you, and the adopt will be back up for offers.

☐ Don't offer a huge amount if you don't have it.

✧ **Do not retract/hide your bid/comment**. Doing more than once may result in blacklisting for adopts.

◇ **Commercial use** is x2 of the original price

☐ Unless have AB that comes with Commercial use

◇ You can resell it for the same price, or Higher if it has additional art.

☐ (Only personal and commissioned art)

### ☞ (^ - ^ - ^) **Owning OCs of mine**

\* It will be a lot more difficult to offer on any characters that weren't made to be adopted originally \*.

◇ If you want a good chance of adopting my OCs or other OCs I have, your offer can't be low. (Ex: 1 Art piece or 3 Art pieces and \$3/Points) .

◇ The value of the OC also varies depending on the amount of art they have. (doesn't apply to all of them) And some will be a lot harder since I would still have some sort of attachment to them.

◇ If you no longer want them, please return them to me. I can find a new home for them.

☐ Some OCs I will only want my really close friends, close friends & best friends to have

If you have any questions, feel free to message.

Updates:

7/24/25