



## **Terms of Service**

I solo develop all of my avatars and put a lot of time, effort and love into each. I kindly ask for each user to respect these terms.

## By purchasing / using my work, you agree to the following:

- 1) You may not claim the avatar as your own work, and always provide credit to the artist (skip4d) where possible.
- You may edit and modify the contents of the package for personal use, provided I am always credited when appropriate.
  - a) You may set up the avatars for other games such as Beat Saber, ChilloutVR, NeosVR, etc.
  - b) You may use this avatar to create content for streaming and monetized videos.
  - c) You may take parts of the purchased model(s) to kitbash with other models.
  - d) The user may create physical crafts (i.e. Fursuits, Dolls, 3D printed figures, plushies, etc) either using the purchased contents directly or indirectly, so long as it is for personal/non-commercial use.
- 3) The user / commissioner may approach the artist (skip4d) to discuss compensation for commercial rights of the utilization of the avatar. Absolutely no commercial rights are granted unless agreed upon directly with the artist (skip4d), except for using the avatar for monetized videos such as for streaming on twitch or for youtube or tiktok, and other such platforms.
- 4) The artist (skip4d) retains full rights of their work to use in advertising, portfolios, and social media posts. This is a non-exhaustive list.
- 5) You may upload public versions of this avatar provided the artist (skip4d) is credited at all times, under these caveats:
  - a) If there is a credit toggle present on the avatar, these are NOT to be removed.

- b) If there is no credit toggle (older avatars) please place appropriate credit where possible.
- 6) You may not resell any part of the purchased content, either directly or as a part of a package, including merchandising depicting the content, without a direct agreement from the artist.
  - a) You may create paid content intended for use *with* this content such as Adoptables, Clothing, or Accessories, (non exhaustive list) so long as it is distributed without any of the original content files.
- 7) The artist (skip4d) is not responsible for teaching the user 3D software or how to edit or modify the contents of the package.
- 8) You may commission a third party (or someone may commission you) to recolor, modify, or otherwise customize the content, with the following caveats:
  - a) Both you and the other party must fully own the content.
  - b) You may purchase a license for another party as long as that party also agrees to these terms.
- 9) You may not utilize my artwork, content, brand, or any related materials to promote hateful or bigoted ideologies. I do not condone homophobia, transphobia, bigotry, racism, anti-semitism, pedophilia, bestiality, zionism and etc under any circumstances.
- 10) The content of this package may be used in Adult artworks without restrictions so long as the content being created does not infringe on point 9) in this document.
- 11) The contents of this package may not be used as a part of, feature in, or used to promote cryptocurrency, NFTs, and other such similar digital currencies or transactions.
- 12) The contents of this package may not, under any circumstances, be used to train or be used as or included in prompts for any sort of Artificial Intelligence, Generative Artificial Intelligence, or Large Language Models.
- 13) The content is only tested for the software that it is advertised for, and the artist is not responsible for how it performs in other games and clients.
- 14) Due to the digital nature of this product, <u>absolutely no refunds will be given</u>. The content is sold 'as is'.
- 15) By using the contents of this package, the user has lawfully purchased a copy of the contents through a valid platform (Gumroad) and has a valid License Key to utilize the content therein.
  - a) If it is found that the user has procured the contents in a non-legitimate way, the artist has full rights to:
    - i) Blacklist the user from purchasing any of the artist's products for life.

- ii) Publicly circulate identifying information to warn others of the illegal activity.
- 16) These terms may be added to and edited as the artist (skip4d) sees fit.

By purchasing / using my work you are agreeing to these terms & conditions.