

# **Roam Terms of Service**

These terms of service apply to all activities for Roam across all platforms which Roam is active on. By participating in any of these activities or receiving a character you automatically accept Roam's Terms of Service. Terms of Service may be updated at any time without any notice. All users are expected to comply with Roam's Terms of Service. Questions about the Terms of Services should be sent to Ellanoire.

## **Ownership Terms**

Regardless of how you obtain a character from Roam (paid in currency, free, event, etc.) these terms apply to all characters. Characters for Roam are only created by approved Roam designers. Characters cannot be self made. All characters are logged by Roam.

When you receive a character from Roam you become the owner of the design of the pet for non-commercial purposes. (This means: you may display the art, you may commission additional art of the design, you could put the design on a t-shirt for your personal use. You may not use the design to create anything that you make money off of.)

Roam only recognizes a single owner for each character at a single time.

Roam only recognizes the owner of a character based on the owner that is listed in our listing. Should this owner change, all changes must be posted into the appropriate thread.

Once a transaction has been completed the buyer is considered to be the owner of the character, and this character cannot be removed from them.

Players are permitted to trade or sell characters they have acquired from Roam. These trades and sales must be publicly tracked in the appropriate thread. The former owner rescinds all rights to the design as soon as the sale or trade is finalized.

Ownership of any Roam characters may not be assigned to banned players.

Roam reserves the right to use any character or art produced for their own portfolio and promotion.

## **Behaviour Expectations**

Roam has basic behaviour expectations for all participants. Violations of these expectations may result in temporary or permanent bans, at the discretion of Roam ownership.

Participants do not cheat.

Participants treat each other respectfully. You are not expected to be friends with everyone, but you are expected to be civil.

Participants do not post disturbing, inappropriate or harassing content.

Participants address any issues with Roam directly.

Participants do not steal or otherwise make use of Roam assets, including but not limited to: art, graphics, setting, game data, outside of the Roam setting.

## **USD Payment Terms**

Payment for characters is accepted through Paypal in USD. Payment for characters is always invoiced and by paying the invoice the user agrees to all Terms of Service.

Roam reserves the right to refuse payment from any user. Users with accounts under two months of age will be required to provide additional documentation to take part in any USD based events. Chargebacks on any paid transaction will result in automatic banning from all Roam activities.

## **USD Payment Plans**

Payment plans may be available in some circumstances on real currency characters. To inquire about a payment plan directly contact Ellanoire. All payment plans require a 25% non-refundable down payment. Remainder of the amount must be paid within the next 30 days. Should a player default on a payment plan any payments they have made beyond the 25% down payment will be refunded. Default on a payment plan will result in a 30 day ban from sales. A second default on a payment plan will result in a permanent ban from sales. If you want to make use of a payment plan contact Ellanoire before purchase or bidding.

## **USD Flatsales**

Roam runs flatsales USD at various intervals. Roam classifies any event with a set, fixed price as a flatsale, regardless of how winners are selected. All flatsales are hosted by the shop account or an official designer.

Payment for flatsales must be made within 24 hours of receiving the contract.

If payment is not made within 24 hours Roam reserves the right to put the design back up for sale.

Chargebacks on flatsale payments will result in immediate banning from all Roam platforms and the design will be put back up for sale.

Any edited comments made during flatsales, regardless of platform, will be considered invalid.

Roam reserves the final decision in cases where it is not clear who has won during a flatsale.

## **USD Customs**

Roam runs USD customs at various times. Customs are defined as characters that are not sold predesigned.

When requesting a custom, designers always have the right to turn down the requested character.

Once a character is completed, the buyer will be shown the finished character, and may request minor, reasonable changes that were included in the original request. (Eg. Adjusting colours, minor marking corrections, etc.)

If the designer and the customer cannot agree on the final design, the case will be arbitrated by Ellanoire. Should the customer not find the outcome satisfactory, they may be offered a partial refund, depending on the case.

Chargebacks on payments will result in immediate banning from all Roam platforms and the design will be put back up for sale.

Any edited comments made during custom openings, regardless of platform, will be considered invalid.

## **USD Auctions**

Roam runs USD auctions at various intervals. Roam classifies any event with bidding as an auction. All auctions will be hosted by the shop account or an official designer account.

Payment for auctions must be made within 24 hours of receiving the contract.

If payment is not made within 24 hours the next highest bidder will be declared the winner of the auction.

If you win an auction and then do not pay you will receive a 30 day ban from all Roam activities. A second failure to pay will result in a permanent ban.

Any edited comments made during auctions will be considered invalid, and will disqualify the editor from participating.

Roam reserves the final decision in cases where it is not clear who has won during an auction.

## **Banned Players**

This is the official listing of banned players. Bans include main accounts and side accounts on all platforms Roam operates on. Banned players are not permitted to participate in Roam in any way.

ChaosTheories