

Adoptables Terms of Service

Quality | Communication | Integrity

GENERAL TERMS

- All artworks (not designs) may or will include a subtle watermark the client may not remove.
- Prices are subject to change based on demand.
- The artist can reject any order in which they feel uncomfortable for any reason.
- The artist may post work on social media and portfolios.
- The product will be delivered digitally.
- The artist will not be responsible for product loss once it has been delivered.

PAYMENT/REFUNDS POLICY

Payment

- All payments are in **USD** and are paid through **PayPal** only. Other forms of payment need to be agreed upon beforehand.
- **Adoptables have to be paid 100% upfront for the final product.**
- The client cannot send payment before the artist has agreed and requested the payment.
- Extra artwork is free of charge on the first purchase. If wanting the artwork later there will be 50-75%

Client/Customer Satisfaction

- The Artist will do everything within reason to make the client happy. If the client has a problem with anything regarding the adoptable please tell the artist right away so a solution can be found together.
- If the client does not want the artist to post the art anywhere. This can be discussed.

Process and Deliveries

This will outline the communication efforts between the artist and client:

- The Artist shall send a receipt to the client for confirmation of the order. Upon doing so the artist will request the payment.
- The extra artwork is premade and the client can request up to 5 edits
- Once the piece is finished the client will receive the full-resolution image along with a web-friendly size upon request. *Note that there is no physical product.

Refunds/Chargebacks

The client can request a refund for the following options:

- The adoptable is nonrefundable to compensate for the artist's time and effort
- If the purchase is canceled before the artist has sent the product the client will receive a full refund.

The commission can be canceled or terminated by the following:

- The commission can be canceled or terminated by both the artist and the client.
- The artist can terminate or cancel the purchase if the client does not respond within a 1-week time frame.
- The artist may cancel edits if not answered within 48 hours.
- Any disrespectful behavior will not be tolerated and may result in a cancellation of the order.

If the client requests a PayPal chargeback at any point when the client is not allowed to ask for a refund the client will lose all aforementioned rights to the commissioned piece.

The artist will have the full right to profit further from it in any way. The artist will decline the chargeback and supply PayPal with the conversations in which they talk about the commission as evidence that the artist has completed work for the client. Furthermore, the client will be blacklisted for commissioning from the artist again.

TRADE/RESELL POLICY

The client can trade, sell, and gift the design to anyone. The client can sell it even if they got it in a trade.

Trade

- Trading is an alternative form of payment if discussed beforehand
- To trade it must be of either the same value or in the same fandom.
- The client can only regift and/or retrade the adoptable once a week has passed since the purchase.
- The client can regift/retrade the adoptable if the artist is given credit for the original
- If the client chooses to retrade they must inform the artist of the new owner.

***Note in case of commercial rights**

Resell

- If the client chooses to resell credit to the artist must be given
- The client can not resell the adoptable more than the price they have paid for.
- If the client has added other commissioned work or personal art it can be sold for more.
- If the client needs to resell an adoptable due to financial issues for more than what they paid for, or an adoptable that was gained through art/trades/etc., the client will have to let the artist know first.

COPYRIGHT/USAGE

Artist Rights

The Artist **Kay A.P. also known as JKKJAP** claims **all rights** to the work produced not the buyer. There they are allowed to use the copyrighted work to:

- The artist can promote themselves with it everywhere
- The artist reserves the right to post/display the commissioned Ex. social media, website, portfolio, art book, etc.
- The artist will **NOT** profit further from the adoptable artwork unless the client breaks any of the terms.

- Reproducing the design in altered form for the artist's own needs or to create more adopts or bases.
- The artist won't sell a character they've already sold to someone else

Buyer Rights

The Client may use the adoptable piece for personal and private use **only** unless agreed upon otherwise Ex. social media profiles, gifts, forums, etc. The client may **not sell, reproduce, or alter** the artwork bought from the artist.

Along with the following:

- When owning any design by the artist, they will not acknowledge co-owners. Designs can be shared, but one person must be acknowledged as the sole owner.
- Claim the **character(s)** as their own, but not the artwork itself
- **May** upload the commissioned artwork on any website and social channels with artist credits given.
- The client **may** use the commissioned work for roleplays and/or DnD campaigns
- The client **can make alterations** to the design. However, these alterations are not to be made to the original art and are limited to minor details so that the character still maintains the main features of the adoptable.
- The client can crop, rotate, or resize it for anything (icons, page dolls, etc.)
- The client can print it, keeping it as a physical copy for yourself, but it **must not** be submitted to mass printing sites
- The artwork cannot be used in commercial or non-commercial projects/organizations
- The client can use the character in personal, free projects. However, profitable projects will need a contract (details outlined below)
- The client **must** agree to never use the characters to advocate for hate speech or depict abuse

If not followed the client will be held liable. The following is considered **copyright infringement**:

- Reproducing/using the copyrighted artwork commercially - means making money off it in any way without permission.
- Claiming the artwork as your own
- Removing my signature from the artwork
- Altering the artwork without my consent
- Duplicate/edit the art with the intent to sell the results as your own or as part of your product.
- The artist reserves full rights to the image and its use/distribution unless otherwise agreed upon (rights to the image for your non-personal use may be purchased at any time).

The Client as the buyer and the artist as the seller understand these rights and know what happens to the work.

NFTs and AI

- The artist does not support NFTs or AI-generated images and shall not permit the client permission to use commissioned work in NFTs or to train AI.
- If used with purpose and intent the client will be held liable and forced to pay the Artist 50% of the artwork sales price or 25% of all revenue made with the artwork.

Commercial/Licensing

Any adoptable purchase must be discussed with the artist before being put into motion which includes the following:

- Negotiation for commercialization of licensing will be discussed separately and will include additional terms and fees.
- Terms and fees shall vary depending on commercialization Ex. Advertisement, Merchandise, Content Creation, etc.
- For commercialization is 25 to 50% of the amount paid for the adoptable.
- A perpetual or full buyout of copyright shall be negotiated separately. An NDA will be an additional fee. (This means the artist can no longer showcase the work.)
- A contract will be put in place for commercial/licensing rights.

If the client breaks any of the points stated above they will lose all the aforementioned rights to the artwork commissioned by the artist, Kay A.P. also known as JKKJAP. The artist will have the right to profit further from the commissioned artwork in any way they see fit. If the client has any problems with any of these statements, they may be changed if discussed with the artist before paying for their commissioned piece.

WHAT DO YOU GET?

The Artist will provide the following to the client

- Full Resolution 300 DPI PNG
- Transparent Background
- Additional High-resolution premade artwork. *Upon request

Terms of Service are subject to change. *Client shall be notified