

ADOPTABLE PERMISSIONS

for the Adoptables of Dezy Delaceur

Please note that the terms within my Artwork Commission Contract, which is available for download on my website and as an included downloadable document with your purchase of an Adoptable, are applicable to you from the moment of purchase. Please read through the Artwork Commission Contract thoroughly to understand the terms and conditions of the goods you have just purchased. My Artwork Commission Contract may be referenced throughout this permissions Document.

AGREEMENT AND ACCEPTANCE TERMS: This document (“Document”) is a legal extension of my Artwork Commission Contract (“Contract”). The terms and conditions within this Document and Contract are entered into and agreed upon by Dezy Delaceur (“Dezy Delaceur”, also referred to as “I”, “me”, and “my” throughout this Document and Contract) and the client (“Client”, also referred to as “you” and “your” throughout this Document and Contract) upon receipt of payment in exchange for access to the specific file downloads which are outlined in the description of the particular Adoptable listing which payment has been made for. In making this payment, the Client agrees to the terms and conditions outlined in this Document and Contract in their entirety, regardless of whether the Client has fully read or reviewed the Document and Contract. This payment constitutes the Client’s acceptance of the terms outlined in this Contract, effective immediately upon completion of the checkout process and receipt of payment. Payment receipts will be retained as part of Dezy Delaceur’s records and serve as proof of the Client’s acceptance of the terms within this Document and Contract and as proof of the monetary transaction. Once again, this Document and Contract applies to all Clients upon the occurrence of the applicable payment terms outlined above, regardless of whether or not the Client has reviewed the terms in detail. It is strongly recommended that the Client thoroughly read and understand the terms of this Contract prior to making any payment.

With that legalese out of the way, I have written this Document to be as straightforward and easy-to-understand as possible. Should further clarification be needed regarding any of the terms outlined in this Document, please do not hesitate to contact me dezydelaceur@outlook.com. My office hours are Monday through Friday, 10 AM to 6 PM CST, excluding holidays and Wiccan sabbats. I aim to respond to all communications within 24 business hours of receiving them, though responses may be slightly delayed during my busier periods. Currently, this email address is the best way to contact me, so please avoid using social media for this purpose. Communication through social media may be extremely delayed.

About my Adoptables

Adoptables are fully fleshed out character designs. Upon purchase of an adoptable, you receive access to download the following files: a copy of my Artwork Commission Contract, a copy of my Adoptable Permissions Document, a copy of my Concept Commission Permissions Document, a rendering of the character you’ve adopted which was featured in the Adoptable listing’s thumbnail image, a simple front-and-back character reference sheet (typically using the same main rendering for the front view), and a complete text-based character sheet detailing the character’s background. The prices for Adoptables are flat rate, run cheaper than custom commissioned pieces, and are delivered digitally only. They are first come, first serve and may not be resold once purchased. Essentially, you are receiving 2-3 (depending on whether or not the reference sheet utilizes the main rendering) full body character designs (in various styles depending on the listing) and 1 written character sheet - materials that would run a much higher rate through a custom commissioned service.

The Adoptable you have purchased – whose materials as outlined above are available to you for download upon payment for the Adoptable – is for personal use only unless you have purchased a Commercial License with it. A Commercial License will cost you an additional \$300 for the character’s concept and an additional \$300 for the character’s rendering. A Commercial License is not available for the front-and-back character reference sheet – only for the concept and the rendering.

Artist/Writer Copyright & Permissions

In many jurisdictions, including the U.S., copyright protection begins the moment a piece is fixed in a tangible medium of expression, meaning it is saved in a form in which it may be perceived or reproduced. When a piece of artwork, writing, or IP is created in physical or digital format, the artist/writer who created it is automatically given exclusive rights to the piece the moment it is created by that artist/writer. This means that the artist/writer has the sole exclusive right to display, distribute, reproduce, and create derivative works based on that piece however they see fit.

Whether you have purchased an Adoptable for personal use or you have purchased a Commercial License to use your Adoptable for commercial use, I, as the artist/writer, will always retain these rights. Much – if not all – of the work I create for my Adoptables will be displayed on my website galleries and on my social media platforms (such as DeviantArt, Tumblr, YouTube, etc.) which I display my artwork and writing.

Please note that I will never use the Adoptable you have purchased from me for commercial use after you have made your purchase (with the exclusion of profit I may receive from you for a Commercial License for the Adoptable, should you choose to buy one). I intend to use the material thereafter only for display.

Client Usage Permissions

You may use the rendering, the visual character sheet, and the character concept you received from purchasing an Adoptable for personal use (i.e. social media avatars, social media posts, home décor, freely distributed fiction, etc.) – that is, any way that does not have the potential to benefit you financially. Wherever you decide to utilize my Adoptable materials, credit by name (Dezy Delaceur *or* Dezydration), via a link to my website (Dezydration.com), and/or a tag of my official social media page (social media links may be found at the end of this document) is greatly appreciated, but not required.

If you wish, however, to use the Adoptable’s rendering or concept for commercial use (i.e. merchandise design, distributed fiction for profit, etc.) – that is, any way that does have the potential to benefit you financially – you must purchase a Commercial License for either the rendering, the concept, or both, depending on which of them you intend to use to profit. In many cases, if you are choosing to use the rendering for commercial use while referencing the rendering by text or spoken word outside of the rendering (i.e. you have an Adoptable’s rendering on a t-shirt for sale but information regarding the character’s concept on a personal website which is connected to the t-shirt), you must purchase Commercial Licenses for both. The rendering may only be used for commercial purposes alone if it is in no way, shape, or form attached to the concept that was packaged with it upon purchase of your Adoptable.

In all cases, when sharing any artwork, writing, or character concept I have created physically or online, you may never claim credit for the artwork, writing, or concept I create, and you may never remove my signature or credit which I have placed on my artwork or writing. In addition, you may never alter my artwork in any way, and you must make a written notice that a change has been made to a particular piece of my writing or concept which is publicly available. The latter is to prevent potential future clients from assuming that an altered piece of my work is the result of my original work.

On Commercial Licensing

If you have purchased a Commercial License, you will receive a written document via email certifying your right to use the associated rendering and/or character concept for commercial use. If you are uncertain about needing a Commercial License at this time, you may feel free to reach out to me via email about purchasing commercial licensing for your Adoptable at any time after your initial purchase. Please note that, in order to fulfill commercial licensing at a later date, you must be able to prove ownership of the Adoptable via proof of receipt, proof of identity, or any other proof of purchase I may require at that time.