KARBONFAN WORKS LICENSE AND COMMERCIAL USE POLICY

Issued by Karbon Media LLC

Public Fan-Use License and Policy

Effective Date	September 16, 2026
Last Updated	September 16, 2026
Commercial Threshold	$5,000 USD
Contact	business@karbonvt.com

IMPORTANT: The Commercial Threshold is stated only once, in the table above. Every reference to the “Commercial Threshold” in this document refers to that single stated amount.

PART I. PLAIN-LANGUAGE SUMMARY

Hey - Karbon here. I want people to make fan art, games, merch, clips, cosplay, models, memes, and other creative work inspired by me. This summary is the quick version. The legal terms in Part II control if there is a conflict.

What is generally okay

• Create and share original fan art, comics, writing, animation, memes, cosplay, fan games, mods, VR/AR works, VRChat or MMD models, independently created 3D models, STLs, figures, and similar fan works.

• Make and monetize transformative clips, edits, compilations, commentary, translated clips, and subtitled clips.

• Make and sell original physical or digital fan merchandise, subject to the Commercial Threshold and the other rules below.

• Create NSFW fan works, including adult art, writing, animation, games, 3D works, and cosplay content, so long as they are clearly unofficial, properly tagged or age-gated where appropriate, and kept out of official Karbon hashtags, channels, and other general-audience community spaces designated for non-adult content.

• Organize clearly unofficial, noncommercial fan meetups, watch parties, panels, and similar community events.

The main commercial rule

• A commercial Project using Karbon may operate under this public license while it remains at or below the Commercial Threshold.

• The threshold applies to the Project or creator team as a whole. Splitting one undertaking across people, stores, accounts, companies, or product listings does not create additional thresholds.

• If a Project exceeds, or is reasonably expected to exceed, the Commercial Threshold, contact Karbon Media LLC before continuing the commercial use of Karbon. Separate permission may be granted; crossing the threshold is not an automatic permanent ban.

Important boundaries

• Create your own work. Do not sell, leak, rip, extract, trace, lightly edit, or redistribute official Karbon artwork, models, source files, merchandise art, or other production assets.

• Fan work must not look official or imply that Karbon or Karbon Media LLC created, approved, sponsored, published, commissioned, or endorsed it when that is not true.

• No complete or substantially complete non-transformative reuploads of streams or videos.

• No crowdfunding or commercial preorder campaigns using Karbon without prior written permission.

• No generative-AI Karbon fan works or synthetic/AI-cloned Karbon voices under this license.

• No VTuber/PNGtuber or similar identity intended to enable another person to publicly perform as the official Karbon character.

• Paid public fan advertising requires prior written approval; good-faith fan-support advertising is generally welcome.

Your work stays yours

• You keep the rights in your own original creative contribution. Karbon Media LLC keeps the rights in Karbon and the underlying Karbon IP.

• If you publicly post a Karbon fan work, Karbon Media LLC may repost or feature it for community or promotional purposes with credit where reasonably practical. That does not give Karbon Media LLC an automatic right to manufacture merchandise using your original artwork.

Questions? Use the Contact listed at the beginning of this Policy.

PART II. FAN WORKS LICENSE AND COMMERCIAL USE POLICY

This Part II states the controlling terms of the license granted by Karbon Media LLC. Part I is a summary only. If Part I and Part II conflict, Part II controls.

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1. PURPOSE AND SCOPE

1.1 Karbon Media LLC (“Karbon Media,” “we,” “us,” or “our”) encourages original fan-created works involving the Karbon character and related intellectual property. This Fan Works License and Commercial Use Policy (the “Policy”) grants limited permission for specified fan uses while preserving Karbon Media’s intellectual-property rights, protecting official production assets, and reducing confusion as to source, sponsorship, approval, or affiliation.

1.2 This Policy is a public, nonexclusive license. It does not transfer ownership of any Karbon IP, create an exclusive right in favor of any fan creator, or waive rights that are not expressly granted.

1.3 This Policy does not limit conduct that applicable law independently permits without our authorization, including lawful criticism, commentary, parody, or fair use.

2. DEFINITIONS

2.1 “Karbon IP” means the Karbon character and character identity, official character designs, names, logos, trademarks, branding, official artwork, models, audiovisual works, official merchandise designs, production assets, source files, and other intellectual property owned or controlled by Karbon Media.

2.2 “Fan Work” means a work created independently by a fan or fan team that is inspired by or incorporates Karbon IP and contains original creative authorship, expression, or transformation

beyond mere copying or trivial modification of official material.

2.3 “Project” means a commercial undertaking that uses Karbon, including a product line, game, digital release, zine, model collection, storefront campaign, collaborative release, or other substantially related commercial activity. Related releases, stores, accounts, entities, or product listings may be treated as one Project when they are part of the same commercial undertaking or are divided primarily to avoid this Policy.

2.4 “Gross Project Revenue” means all amounts paid or payable to a Project or its organizers from the sale, license, distribution, access, or other commercial exploitation of the Project, excluding only (a) separately stated sales, use, value-added, or similar transaction taxes collected solely for remittance to a taxing authority, and (b) bona fide refunds and chargebacks actually returned to the customer. Gross Project Revenue is calculated before deducting manufacturing costs, shipping costs, platform or payment-processing fees, commissions, labor, advertising, revenue shares, or other expenses. If Karbon appears in a Project, Gross Project Revenue means the Project’s total Gross Project Revenue, not merely the portion a creator attributes to Karbon.

2.5 “Commercial Threshold” means the amount stated in the Document Information table at the beginning of this Policy. The Commercial Threshold applies to each Project/team for each calendar year, unless Karbon Media agrees otherwise in a separate writing.

2.6 “Official Production Assets” means nonpublic or proprietary files and materials used to create, operate, animate, render, or commercially exploit Karbon, including the categories listed in Section 18.

3. OWNERSHIP AND RESERVED RIGHTS

3.1 Karbon Media retains all right, title, and interest in and to the Karbon IP. The permission granted by this Policy is limited to the uses expressly described here.

3.2 A Fan Work does not give its creator ownership of Karbon, the Karbon character identity, official branding, trademarks, Official Production Assets, or any other preexisting Karbon IP.

3.3 All rights not expressly granted are reserved.

4. LICENSE GRANT AND ELIGIBILITY

4.1 Subject to this Policy, Karbon Media grants eligible fan creators a limited, nonexclusive, royalty-free, nontransferable, and nonsublicensable license to create, reproduce, display, distribute, perform, and, where permitted by this Policy, sell Fan Works incorporating Karbon IP. This license remains subject to the suspension and termination provisions in Section 24.

4.2 The license is intended for individual fans and small independent creator teams. Operating through a personal LLC or similar creator-owned entity does not by itself make a creator ineligible. Larger companies, publishers, brands, agencies, studios, manufacturers, or other commercial enterprises seeking to use Karbon as part of a business venture must obtain separate written permission.

4.3 A form of Fan Work is not prohibited merely because this Policy does not specifically name it. Unlisted uses are permitted only if they are consistent with the purpose, limitations, and commercial rules of this Policy.

4.4 This license does not authorize any person to grant Karbon rights to another party, to sublicense Karbon IP, or to represent that a third party has received rights from Karbon Media.

4.5 A creator who relies on this Policy as authorization to use Karbon IP accepts the conditions that apply to that use. Nothing in this Section requires a creator to accept this Policy for conduct that applicable law independently permits without Karbon Media's authorization.

5. PUBLICLY RELEASED MATERIAL

5.1 This Policy applies only to Karbon material that Karbon or Karbon Media has intentionally made public through an official channel.

5.2 Leaked, confidential, private, accidentally exposed, embargoed, unreleased, or otherwise nonpublic material is outside this license. Examples include unreleased designs, private reference material, production files, confidential information, and unreleased merchandise artwork.

6. GENERAL CREATIVE WORKS AND ADULT CONTENT

6.1 Fans may create and share original illustrations, comics, fiction, writing, memes, GIFs, reaction images, animations, wallpapers, icons, and comparable creative works involving Karbon.

6.2 Adult and NSFW Fan Works are permitted, including adult artwork, writing, comics, animation, games, interactive works, 3D works, and cosplay content, provided the work otherwise complies with this Policy and applicable law.

6.3 Adult or NSFW Fan Works must be clearly identified as unofficial, appropriately tagged or age-gated where reasonably available, and kept out of official Karbon hashtags, channels, or other general-audience community spaces designated for non-adult content. Such works must not state or imply that Karbon or Karbon Media participated in, commissioned, approved, sponsored, endorsed, or is otherwise affiliated with them.

7. CLIPS, EDITS, ARCHIVES, AND TRANSLATIONS

7.1 Fans may create transformative clips, short-form videos, edits, compilations, commentary, reaction content, translations, subtitles, and similar audiovisual Fan Works. Ordinary platform monetization of qualifying transformative content is permitted.

7.2 Complete or substantially complete stream or video reuploads are not permitted when they function as substitutes for the official work. The same rule applies to segmented uploads, minimally edited copies, or other attempts to reproduce substantially all of an official work without meaningful transformation.

7.3 Members-only, private, unlisted, leaked, or otherwise nonpublic audiovisual content may not be redistributed without separate permission. If previously public content is removed from official channels, Karbon Media may request removal of clips or derivative uploads based on that content.

7.4 Translated clips are permitted. A creator wishing to make a full-video translation should use available subtitle functionality where practical or obtain permission before reuploading a translated copy of the complete video. Unofficial translations should be identified as such when confusion is reasonably possible.

8. FAN GAMES AND INTERACTIVE WORKS

8.1 Fans may create free or commercial games and other interactive Fan Works featuring Karbon, including distribution through ordinary game storefronts, subject to this Policy and the Commercial Threshold.

8.2 Karbon may appear in any creative role, including as a playable character, non-player character, major or minor character, boss, or romance option, provided the Project is clearly unofficial and otherwise compliant with this Policy.

8.3 If a commercial Project featuring Karbon exceeds, or is reasonably expected to exceed, the Commercial Threshold, the Project must obtain separate written permission before continued commercial use of Karbon.

9. MODS, VRCHAT, MMD, 3D MODELS, STLS, AND FIGURES

9.1 Fans may independently recreate Karbon for mods, Minecraft content, Roblox experiences, VR or AR projects, VRChat avatars, MMD models, game avatars, independently modeled 3D works, STL files, figures, garage kits, resin kits, and 3D-printed goods.

9.2 Independently created fan models and STL files may be shared or sold under this Policy. This permission does not extend to Official Production Assets or to material ripped, extracted, leaked, or redistributed from official sources.

9.3 A fan-created Karbon avatar or model may be used for gameplay, roleplay, cosplay, or other fan activity. It may not be packaged, marketed, or distributed as a VTuber, PNGtuber, streaming identity, or comparable product intended to enable another person to publicly perform as, impersonate, or represent themselves as the official Karbon character.

10. FAN MERCHANDISE AND DIGITAL GOODS

10.1 Fans may create and sell original physical and digital Karbon Fan Works, including prints, stickers, charms, pins, acrylic goods, apparel, plush items, keychains, stationery, handmade goods, digital artbooks, wallpapers, downloadable works, fan models, STL files, and comparable products, subject to this Policy and the Commercial Threshold.

10.2 Commercial Fan Works must contain meaningful original creative contribution. Direct reproduction, cropping, tracing, token alteration, or repackaging of official Karbon artwork, screenshots, logos, model renders, emotes, merchandise artwork, or other official assets for sale is not licensed.

10.3 Fans may create their own interpretations of Karbon but may not manufacture or sell substantially identical copies of specific official Karbon merchandise when those copies function primarily as counterfeits or direct substitutes for the official product.

11. COSPLAY

11.1 Fans may create and wear Karbon cosplay and may monetize original cosplay photography, photobooks, subscription content, videos, appearances, and similar creator work, subject to this Policy.

11.2 Cosplay does not authorize a person to claim to be Karbon’s official performer, spokesperson, representative, or agent.

12. ZINES AND COLLABORATIVE PROJECTS

12.1 Fan zines, anthologies, calendars, collaborative books, group merchandise, and similar collaborative Projects are permitted subject to this Policy.

12.2 The Commercial Threshold applies to the Project/team as a whole, not separately to each contributor. A corporate-sponsored or substantially corporate-backed Project requires separate written permission.

13. FAN EVENTS

13.1 Fans may organize clearly unofficial, noncommercial meetups, watch parties, panels, cosplay gatherings, convention gatherings, and similar fan events without individual permission.

13.2 An organizer may charge reasonable admission or participation fees solely to recover ordinary direct event costs, such as venue rental, food, or materials. A profit-seeking commercial event built substantially around Karbon requires separate written permission.

13.3 Event organizers are solely responsible for applicable laws, venue rules, permits, any insurance required by law or the venue, age restrictions, safety requirements, attendee conduct, and other obligations associated with their events. Karbon Media is not the organizer, promoter, or sponsor of an unofficial fan event unless it expressly agrees otherwise in writing.

14. FAN SUPPORT ADVERTISING

14.1 Paid public advertising using Karbon requires prior written approval. This includes transit or station advertising, billboards, digital signage, café displays, paid fan-support advertising, and comparable public promotional placements.

14.2 Karbon Media generally welcomes good-faith fan-support advertising. Approval is discretionary and may be conditioned on reasonable requirements concerning wording, placement, duration, age-gating, or use of official assets. No advertisement is approved unless Karbon Media provides written approval for that specific placement or campaign.

15. COMMERCIAL USE AND THE COMMERCIAL THRESHOLD

15.1 An eligible Project may commercialize qualifying Fan Works under this public license while Gross Project Revenue remains at or below the Commercial Threshold during the applicable calendar year.

15.2 If a Project exceeds, or is reasonably expected to exceed, the Commercial Threshold, the Project organizer must contact Karbon Media and obtain separate written permission before continuing commercial use of Karbon IP.

15.3 Exceeding the Commercial Threshold does not itself create a right to a commercial license and does not automatically require permanent discontinuation. Karbon Media may approve continued use, negotiate a separate license or collaboration, impose additional conditions, or decline further commercial authorization.

15.4 A Project may not be divided among team members, accounts, storefronts, legal entities, product listings, or substantially related releases for the purpose of avoiding the Commercial Threshold.

15.5 Unless structured as a Karbon commercial product or Project, the following are not ordinarily included in Gross Project Revenue: platform advertising or creator-program revenue from transformative clips, edits, commentary, or similar audiovisual Fan Works; ordinary art commission fees; and ordinary paid cosplay photography or comparable creator-service income.

16. CROWDFUNDING AND COMMERCIAL PREORDERS

16.1 Crowdfunding and commercial preorder campaigns using Karbon require prior written permission. This includes Kickstarter, Indiegogo, BackerKit-style campaigns, preorder-funded manufacturing campaigns, and substantially similar advance-funding or advance-sale models.

16.2 Ordinary sales of completed or independently financed inventory remain subject to the other terms of this Policy.

17. GENERATIVE AI AND SYNTHETIC VOICE

17.1 The license granted by this Policy excludes Fan Works generated in whole or substantial part by generative artificial intelligence to depict, reproduce, imitate, or perform as Karbon. The exclusion includes AI-generated images, video, substantive written or visual content, generated 3D depictions, synthetic performances, voice cloning, voice conversion, and speech synthesis intended to imitate Karbon.

17.2 Ordinary assistive editing, captioning, translation assistance, denoising, upscaling, accessibility, spellchecking, or comparable tools are not excluded solely because the software uses machine-learning technology, provided the tool is not used to generate a substantive Karbon creative work or synthetic Karbon performance.

18. OFFICIAL PRODUCTION ASSETS AND SOURCE FILES

18.1 Officially released material may be used as reference for an independently created Fan Work. The license does not permit extraction, leaking, decompilation, reverse engineering, redistribution, sale, publication, or repurposing of Official Production Assets.

18.2 Official Production Assets include Live2D model files, PSD files, rigging files, Cubism project files, 3D source models, Blender or similar source files, textures, animation files, motion-capture data, expression files, private reference sheets, source code, credentials, and other nonpublic or proprietary production materials.

19. FALSE AFFILIATION, IMPERSONATION, AND ENDORSEMENT

19.1 A Fan Work may not be marketed, packaged, titled, branded, or operated in a manner reasonably likely to cause a person to believe it is official or is created, sponsored, published, endorsed, commissioned, approved, or operated by Karbon or Karbon Media when that is not true.

19.2 Each commercial listing, storefront page, game page, or other primary sales or distribution page for a Project must clearly identify the Project as unofficial or fan-made. A suitable disclosure is: “Unofficial fan-made Karbon project. Not affiliated with or endorsed by Karbon or Karbon Media LLC.” The disclosure must be reasonably prominent in the context in which the Project is offered.

19.3 Accurate descriptive phrases such as “Karbon fan art,” “Karbon fan merchandise,” “Karbon fan game,” or “unofficial fan project featuring Karbon” are permitted.

19.4 No person may rely on this Policy to impersonate Karbon, operate as the official Karbon performer, or falsely claim to represent Karbon Media.

20. THIRD-PARTY RIGHTS AND EXTERNAL REQUIREMENTS

20.1 Karbon Media can grant permission only for rights it owns or controls. A fan creator is responsible for obtaining rights needed for third-party characters, brands, music, artwork, software, fonts, engines, libraries, models, trademarks, publicity rights, or other materials used in a Fan Work.

20.2 This Policy does not replace any separate license, rights-clearance process, venue rule, convention rule, marketplace rule, platform term, payment-processor requirement, age-rating requirement, or other obligation applicable to a Project. The creator remains responsible for those requirements.

21. CONTENT ID AND AUTOMATED RIGHTS CLAIMS

21.1 A fan creator may not register a Karbon Fan Work with Content ID or another automated copyright or rights-management system in a manner that may generate claims, blocks, takedowns, or monetization conflicts against Karbon, Karbon Media, authorized partners, or other lawful uses of Karbon content.

22. FAN CREATOR RIGHTS AND PROMOTIONAL REPOSTING

22.1 As between the fan creator and Karbon Media, the fan creator retains copyright, if any, in the creator’s original contributions to a Fan Work, subject to Karbon Media’s ownership of the underlying Karbon IP. A Fan Work does not confer exclusive rights in the Karbon character, identity, branding, official designs, or other underlying Karbon IP.

22.2 By exercising rights under this Policy and publicly posting a Fan Work, the creator grants Karbon Media a nonexclusive, worldwide, royalty-free license to repost, share, link to, display, archive, show on stream, and feature the publicly posted Fan Work for reasonable community, archival, or promotional purposes, including reasonable technical resizing, cropping, or formatting needed for those uses. Karbon Media will use reasonable efforts to credit the creator where practical.

22.3 Section 22.2 does not grant Karbon Media the right to manufacture or sell merchandise bearing a fan creator’s original artwork or other original creative contribution without separate permission from the creator.

23. PROHIBITED CONDUCT

23.1 The license does not cover fraud, unlawful activity, harassment, deceptive endorsement, false affiliation, counterfeiting, deliberate misrepresentation, theft or redistribution of official assets, or false attribution of statements, beliefs, conduct, sponsorships, or opinions to Karbon or Karbon Media.

23.2 A fan creator may not register or claim ownership of Karbon names, logos, trademarks, domain names, social-media identifiers, or similar designations in a manner that asserts

ownership of Karbon IP or creates a misleading impression of official status or affiliation.

24. ENFORCEMENT, SUSPENSION, AND TERMINATION

24.1 The license granted for a particular Fan Work or Project terminates to the extent of a material breach of this Policy that is not cured after notice and a reasonable opportunity to cure, where cure is reasonably possible. Karbon Media may require immediate cessation without a cure period for fraud, counterfeiting, deliberate impersonation, use or distribution of leaked or stolen assets, intentional consumer deception, serious unlawful conduct, or another material breach that cannot reasonably be cured.

24.2 For ordinary good-faith mistakes, Karbon Media will generally attempt to provide notice and a reasonable opportunity to correct or discontinue the affected use before pursuing formal enforcement, where practical.

24.3 Karbon Media may suspend or withdraw permission for a particular Fan Work or Project when reasonably necessary to address a legal claim, third-party rights issue, regulatory or platform requirement, material false association or misrepresentation, or other substantial legal risk relating to the affected use. Except where prompt action is reasonably necessary, Karbon Media will endeavor to provide reasonable notice before requiring discontinuation. A suspension or withdrawal will be limited to the affected use unless broader action is reasonably necessary to address the underlying issue.

24.4 Termination of permission does not transfer ownership of a fan creator’s original contribution to Karbon Media. It ends the creator’s authorization under this Policy to use the affected Karbon IP.

25. COMMUNITY CONDUCT

25.1 This Policy is not an invitation for fans to harass, threaten, shame, dogpile, or publicly police other fans over suspected violations.

25.2 A person who believes a serious violation has occurred is encouraged to contact Karbon Media rather than organize harassment or retaliation.

26. POLICY CHANGES, TRANSITION, AND EXISTING PROJECTS

26.1 Karbon Media may revise this Policy by publishing an updated version with a new effective date. No Commercial Threshold, category of permitted Fan Work, or other permission is guaranteed to remain available indefinitely.

26.2 Unless an updated Policy states otherwise, substantive changes apply prospectively from the updated Policy’s effective date. For purposes of this Section, prospective application may govern manufacture, sale, distribution, publication, or other use occurring on or after that effective date even if the Project began earlier. Karbon Media may establish reasonable transition, sell-through, or wind-down terms for Projects that materially relied on and complied with a prior version of this Policy.

26.3 A Project does not acquire a perpetual or vested right to continue under an earlier Commercial Threshold or an earlier category of permission merely because activity began under a prior version of this Policy. Any transition rights are limited to those stated in the updated Policy or separately agreed in writing by Karbon Media.

26.4 A revised Policy may require discontinuation of uses that were previously permitted, including because Karbon Media changes the Commercial Threshold or changes whether a category of Fan Work is permitted. Except where prompt action is reasonably necessary for legal, safety, infringement, fraud, or platform reasons, Karbon Media will endeavor to provide reasonable notice or transition terms for good-faith existing Projects.

26.5 A creator planning a substantial, long-term, or unusually expensive commercial Project should obtain separate written permission rather than rely solely on this public license. Separate written permission may provide different transition or termination terms.

27. GENERAL LEGAL TERMS

27.1 No agency or partnership. This Policy does not create an agency, employment, partnership, franchise, joint venture, fiduciary, sponsorship, endorsement, or other formal business relationship between Karbon Media and a fan creator.

27.2 Creator responsibility. Fan creators are responsible for their own works, products, services, business activities, taxes, consumer obligations, legal compliance, platform compliance, and third-party rights.

27.3 No warranty. Permission under this Policy concerns only rights owned or controlled by Karbon Media. Karbon Media does not represent or warrant that a particular Fan Work is lawful in every jurisdiction, complies with third-party rights or licenses, or satisfies the rules of any venue, platform, marketplace, payment processor, or other service.

27.4 No waiver. A failure or delay by Karbon Media in enforcing a provision of this Policy does not waive that provision or any other right.

27.5 Severability. If any provision of this Policy is held invalid or unenforceable, that provision will be limited or modified to the minimum extent necessary to make it enforceable, if permitted by law, and the remaining provisions will remain in effect.

27.6 Separate written permissions. A separate written license or permission expressly issued by Karbon Media may supplement or supersede this Policy for the specific Project or use it covers. Except to the extent of such separate permission, this Policy governs the fan uses described here.

27.7 No implied permission. Permission to use Karbon IP arises only from this Policy or a separate written permission from Karbon Media. Silence, delay, prior tolerance, or failure to object to a particular use does not create an implied license or expand the scope of this Policy.

27.8 Order of precedence. If there is a conflict, a separate written permission applicable to a specific Project controls for that Project; otherwise Part II controls over Part I.

27.9 Headings and examples. Section headings and examples are provided for readability. Examples illustrate the Policy but do not limit the ordinary meaning of the operative terms.

28. CONTACT

28.1 For commercial licensing, Projects expected to exceed the Commercial Threshold, paid public fan-advertising approval, or questions concerning this Policy, use the Contact listed in the Document Information table at the beginning of this Policy.

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