ToG-L 1.0 deed

Terms of Generation: a person's likeness and voice, and the marks, products, characters, works and recordings of a person or a company.

This deed is not the licence. It is a plain-language summary of the ToG-L 1.0 legal code and has no legal effect. The holder's rules and the legal code decide what is allowed. If this page and they differ, they control. In this deed "the holder" is the person or the company whose terms these are ("company" here means any organisation: a firm, a studio, a label, a club, a public body). "You" is the reader: someone who wants to make or use AI content of the holder, or an AI company.

What this is

A person or a company has published Terms of Generation about itself. The terms say what AI systems may make with a person's face, body and voice, and with the marks, products, characters, works and recordings that a person or a company owns. Each holder chooses its own rules. The legal text under every choice is the same, for people and for companies.

A company's terms cover only what the company owns. They never cover anyone's face or voice: a person shown with a brand is covered only by that person's own terms.

A holder with no Terms of Generation has said nothing. Silence is not permission.

One text, your appendices after it

The licence text is the same for everyone. Every person and every company uses the same words, with the same fingerprint (its SHA-256 hash), and no one edits them: not a registry, not a platform, not a lawyer.

Everything that is someone's own comes after the licence, in appendices, each on a page of its own: appendix A, a notice with the holder's ToG code and name, the licence's address and fingerprint, and the version of the holder's terms at its home registry; appendix B, the holder's rules in full, every yes and every no, with the conditions in its own words first; one appendix C for each deal shown, with the terms the parties and their lawyers wrote for it and the signatures; appendix D, for an AI company: its name, domains and services, the date of its public undertaking, the licence's fingerprint, where notices and removal requests go, and its signature; appendix E, the same page for a platform: a social network, a video site, a messenger, an image search or an app store; and appendix F, a readable copy of an authorisation to use AI hacking skills: its code, who issued it, whom it covers, which systems, which acts, for how long, and the signature.

A holder attaches A and B, and C for each deal it chooses to show. An AI company attaches D, and C for each deal it signed and chooses to show. A platform attaches E, D as well if it also offers AI that makes content and gave the undertaking, and C for each deal it signed and chooses to show. A copy of an authorisation carries F alone. An appendix that does not apply is simply left out: that never changes the licence or its fingerprint.

The appendices never change the licence and allow nothing by themselves. They are a copy: the version of the holder's terms they name, as held at its home registry, decides what is allowed, a deal binds only the people who signed it, and an AI company's undertaking counts as the licence says and as published, not as printed. Every page of a holder's copy, the licence's pages too, shows at its foot the holder's ToG code, the version of its terms, the first eight characters of their fingerprint and where to check them: if someone has changed the paper, the home registry shows what is really there, and the registry decides, not the paper. An AI company's or a platform's copy shows at its foot its own identifier, the first eight characters of the licence's fingerprint and where to check them.

What the holder chose

The card on the holder's page is printed from its rules.

Conditions in the holder's own words, up to 1,000 characters in any language, come first on the card: they can only narrow the rules, never open anything; adding one works at once, removing one needs confirmation.

They mean what a reasonable reader in the holder's position would take them to mean; an AI company passes them to whoever or whatever decides each generation and does not generate if it cannot follow them. A signed deal comes first between its parties, and sets a condition aside for the AI company only if it says so.

These are the common lines and what each one means.

The card says	What it means
No AI generation of me (or: of our marks, products or characters)	Nothing is allowed outside deals the holder signed. Those deals continue; the holder can withdraw from one at any time, and the deal sets what follows for money. The holder gives nothing and promises nothing. The text “tog:no” in a profile or on a website the holder controls means the same, for everything the holder owns.
For fun and fan content	Non-commercial personal expression, shared without payment and not for a business.
For news, commentary and satire	Reporting, commentary, criticism, satire and documentary about real events or matters of public interest. A news publisher may use it for news reporting even with ads or a paywall.
For teaching and research	Those purposes only, and not for a business. Paid courses and corporate training are commercial.
Only with my approval of each one	Before approval only the holder sees the result, apart from the registry that relays it, the AI company’s systems and safety reviewers and, under a deal, the people of the party the deal names, all bound to confidence. Approval covers that exact file and its copies in other sizes or formats, but not a crop the approval does not mention. No answer means no. Under a deal, approval is a duty with a 7-day clock: see “A deal is a yes” below.
Ads and paid work only under a deal I sign	No permission by itself. Commercial use always needs a signed deal with the holder.
Pictures and video. Not my voice.	Only the listed forms. Voice, and the sound of the holder’s characters, sound marks and recordings, is allowed only if listed.
Never: politics, alcohol, gambling and so on	Closed for every purpose, unless a deal the holder signs opens it. Sexual and adult content open only under a deal a person signs personally for it, after an identity document check; a company can never open it.
Training AI models on me: no	No model, adapter or clone of the holder’s face or voice may be deliberately made or kept, no model may be trained or tuned to make or recognise its marks, products or characters, and none may be made from media where the holder publishes these terms, that carries its terms or record, or that came with a request naming the holder. Training is possible only under a paid deal with an end date; “training: yes” on a card only means the holder will consider such a deal.

Four example cards

Every card is printed from the holder’s rules.

A person saying no

> No AI generation of me.
>
> Not for fun, not for news, not for teaching or research, not for ads. Deals I have signed continue until I withdraw from them. No model or clone of me may be deliberately made or kept, nor made from media where I publish these terms, that carries my terms or record, or that came with a request naming me.
>
> This is a reservation and a notice, not a licence. It binds every AI company that has given the public undertaking under ToG-L 1.0, and anyone else who has accepted ToG-L 1.0 for a generation of me. For everyone else it is notice and evidence. It never limits my rights under the law.

It does not technically stop anyone, and it does not say that any use is lawful or unlawful.

A person: news, teaching and research only

AI may make me only for news, commentary and satire, and for teaching and research that is not for a business.

As pictures and video. Not my voice, and no 3D model of me.

Never: sexual or adult content; ads and "I recommend it"; politics; religion; alcohol, tobacco, cannabis and drugs; weapons; violence; gambling; money and investing; medicine and health; fashion and beauty.

Training AI models on me: no.

Always shown as made by AI, never as a real recording of me. Checked against my current rules before each generation. The record of each generation travels with the file.

What I give: anyone who accepted these terms and kept them may use what they made for the purpose they made it for, even after I change my mind, unless my local law gives me a stronger right, and I will not sue them for it. Changing my mind costs me nothing.

This permission is only for AI companies and people who accept the legal code. Commercial use needs a deal I sign.

An actor: paid work only, each output approved

AI may make me only under a deal I sign, and only with my approval of each output unless the deal says otherwise.

As pictures and video. Not my voice.

Never: sexual or adult content; politics; religion; alcohol, tobacco, cannabis and drugs; weapons; violence; gambling; money and investing; medicine and health; fashion and beauty. A deal may open some of these; sexual or adult content only by a deal I sign personally for it, after an identity document check.

Each output: before I approve, only I see it, apart from the registry that relays it, the AI company's systems and safety reviewers, and the people of the party the deal names, all bound to confidence. My approval covers that exact file and its copies in other sizes or formats. Once I approve, that approval stands. Unless the deal says otherwise, I answer each output within 7 days of its reaching me and refuse only by naming the term of the deal or of the licence that it breaks.

Training AI models on me: no, unless a paid deal says so with an end date.

Always shown as made by AI, never as a real recording of me. Each published ad shows the label of the record it was made under.

What I give: anyone who accepted these terms and kept them, under a deal I signed, may use what they made under it, with my approval where the deal requires it, for the purpose it was made for, even after I withdraw, unless the deal says otherwise or my local law gives me a stronger right. My no does not end deals I signed. I can withdraw from one deal at any time: new generation under it stops, and the deal sets what follows for money and for approved outputs.

This card says that I will consider deals. It is not itself a permission for any commercial use.

A company: fan content yes, ads only by a deal

AI may make our marks, products and characters for fun and fan content that is not for a business. Ads and paid work: only under a deal we sign.

As pictures, video and 3D. Not the voices of our characters.

Never: sexual or adult content, not even by a deal; politics; religion; alcohol, tobacco, cannabis and drugs; weapons; violence; gambling. A deal may open some of these, never sexual or adult content.

Training AI models on our marks, products and characters: no, unless a paid deal says so with an end date.

Always shown as made by AI. Never presented as our own advertising, statement or product unless we approve that file for it or a deal says so. Never suggesting that we recommend, sponsor or are connected with you.

This covers only what we own. It never covers any real person shown with it, and, for anyone not bound by ToG-L 1.0, it does not stop uses the law allows without a licence.

If the rules allow your use, you may

- make pictures, video, voice or sound, or 3D of the holder's face, body or voice or of what it owns, with an AI system, in the listed forms, for the listed purpose;
- share and publish what was made, and edit it or combine it with other material without changing what it shows of the holder or of what it owns, or what it shows a person doing, for that same purpose.

Only if you

- use an AI company that has accepted this licence and holds a record a registry signed for the generation, made before the generation started;
- keep that record with the file, so far as where you publish allows, and never strip it;
- say where you publish that it was made by AI, so that people notice, and in an ad also print the label of the record;
- wait for the holder's approval where the rules ask for it, and under any deal unless the deal says otherwise;
- use the result only for the purpose you declared;
- never suggest that the holder recommends, sponsors or is connected with you, your product or your cause, unless a deal with the holder expressly allows it; the holder's appearance in what you made is not by itself such a suggestion;
- never use the holder's mark as the brand of your own goods or services under the free permission.

Never, whatever the rules say

- no sexual or adult content of a person, except under a deal the person signs personally for it after an identity document check shows who they are and that they are of age. No rules, agent, agency or guardian can open it. It never shows a minor, anyone as under 18, or any other real person who can be identified and has no such deal of their own. The person can withdraw at any time, even after the deal has ended: generation stops and what was made under the deal comes down within 30 days; the deal sets the money. A registry may refuse such deals;
- no sexual or adult content with a company's marks, products, characters, works or recordings, not even under a deal;
- nothing that shows as under 18 a person who was an adult when it was made;
- nothing passed off as a real recording of anyone, of a company or of a real event involving what the holder owns, and nothing handed to someone you know will pass it off; and nothing passed off as the holder's own statement, ad or product, unless the holder approved that file for it or a deal says so;
- no permission from anyone under 18, or under the age of majority where they live, acting alone. A minor's terms are made by their parent or guardian, who answers for them, and those terms open nothing for free. A minor can be in AI work only under a deal that the guardian and the minor both sign, each with identity, age and the guardian's authority checked; it may show the minor at their real age, never in sexual or adult content. A minor, or a guardian for them, can always say no. When the minor comes of age they act alone, and the deal continues unless they withdraw. Anything else made by or for a minor is a no, even if they lied about their age;
- no permission given by an agent, an agency, an employer, a platform or a registry for a person. Only the person can say yes. A company says yes only through someone it has authorised, whose identity and authority a registry has checked; the company's own website shows the registry record, so the registry knows the domain is the company's. Every yes, deal and approval is confirmed through a registry that has checked who acts (for a person, also their age) and asks for a second factor, or with a qualified electronic signature, an identity-verified certificate or a company's qualified electronic seal, and held at the holder's home registry. A company opens a brand, product, character, work or recording only after its registry has checked that the company owns it or has the right to license it. A typed name, or a yes written on the holder's own site, opens nothing; until it is confirmed, it has effect as a reservation only. A registry's answer for the holder's ToG code says whether the terms are confirmed. People and companies get codes of the same form.

What the holder gives when it says yes

Anyone who accepted these terms and kept them may use what they made for the purpose they made it for, even after the holder changes its rules, unless the holder's local law gives it a stronger right, and the holder will not sue them for it. The holder can change or withdraw the terms at any time. A change stops new generation outside the new rules. A change to "No AI generation", "tog:no" in a profile or on a website the holder controls, or withdrawing the terms altogether is saying no to everyone: it stops all new generation outside deals the holder signed. Withdrawing a free yes costs the holder nothing. A person's permission ends when the person dies; the permission for a brand or a work ends when the holder sells it or stops owning or controlling it; what was made before stays.

What the holder keeps

The holder keeps everything the rules do not list and every right the law gives it. The licence never limits what the holder does with what is its own, except the rules under "Never, whatever the rules say", which bind everyone who makes AI content, the holder too; saying something is one's own never gets round them. It can still make separate paid deals. A deal is a contract. The holder's general no does not end deals it signed. The holder, or the legal representative of a minor or of a person who lacks capacity, can withdraw from one deal at any time: new generation under that deal stops, and that party loses its free permission for the holder until the holder confirms the deal again, through a registry or with a qualified signature or seal. The deal's own terms on refunds and on outputs already made apply. If the deal says nothing about that, the holder refunds the part of the price that was for generation not yet made and owes nothing more, and outputs already made stay usable for the purpose they were made for. A withdrawal that neither the holder nor its legal representative sent has no effect.

A deal is a yes

When the holder signs a deal, it has said yes. If you kept the deal and the holder's rules and paid, you may publish what the holder approved or, where the deal dispenses with approval, what was made under it. Where approval applies and the deal says nothing more about it, approval is the holder's duty, not a free veto: you send outputs through the channel the deal names or, if it names none, the holder's registry, at the pace the deal sets or a reasonable one; the holder answers within 7 days of an output reaching it, as that channel or registry logs it, and may refuse it only by naming the term of the deal or of the licence that it breaks; you may then ask for a redo. If the holder refuses without such a reason, does not answer in time, or seriously fails another duty under the deal and does not put it right within 7 days of your notice, you may end the deal and get back what you paid for generation that no approval made usable. You still may not publish an output the holder has not approved; a refused output may be kept, in confidence, only as evidence for that dispute. You cannot end the deal because you dislike an output that breaks neither the deal nor the licence; ask for a redo instead. The deal's own terms on all of this come first; only the floors do not bend. Outside a deal, "approve" stays the holder's free choice: no reason is needed, and no answer means no.

Other contracts

ToG is the base under any contract. An advertising, talent, brand licensing or other written agreement is a deal once the holder has signed it, it is confirmed through a registry or with a qualified signature or seal, and it cites ToG-L 1.0 and the holder's ToG code. The contract sets every commercial term: price, term, territory, channels, exclusivity, who checks what and when. Where the contract and ToG both speak, the contract wins and ToG fills only what the contract leaves out. Seven things no contract can change, each on its own point: the floors (sexual or adult content only under a person's own deal for it, never a minor, never with a company's brands or works; no adult shown as a child; no fake recording; nothing passed off as the holder's own unless it approved it or the deal says so), that only the holder signs (a person personally, a company through someone it authorised; for a minor, the guardian with the minor), that training is paid and has an end date, the record for each generation, the label on an ad, that no one is asked to recognise a face or a voice, and the right to withdraw (the contract sets the money). The contract may choose the courts; if it names none, claims against the holder go only to the holder's home courts: where a person lives, or where a company has its registered office or, without one, its principal place of business.

Rights the holder gave someone before it adopted ToG, to a library, a studio, an agency or a licensee, stay: a no, a change or a withdrawal does not take them back. Whoever uses them relies on that contract, not on ToG, and must show it; a right that was never really given counts for nothing.

A paper contract the holder signed earlier becomes a deal the same way, from the day the holder confirms it. Content already made under that contract before that day can be approved after the fact, one file at a time, through AFTER-GEN; each approved file gets its own record (code TOG-AG-LIC-…), and an ad that uses it shows that record's label.

Model clause, one sentence for the contract: *"This agreement is a Deal under the Terms of Generation Licence, Version 1.0 (ToG-L-1.0); the Holder's Statement is version [n], sha256 [hash], of the Statement for ToG code TOG-…; Outputs for Approval and notices go to [channel]."* Name the channel: without one, outputs go to the holder's registry. Everything else is the contract's own.

If a registry closes, the holder moves or a brand is sold

The holder's ToG code is its own for life. It may move its home registry at any time, on the terms each registry publishes, which may charge for a move, and must when its registry closes. After the move its statement, every deal and every record keep their codes and their effect. Requests, outputs for approval and withdrawals go to the registry that now serves the holder; if the home registry closed and none serves the holder 14 days after the buyer asks, requests and outputs may go to any listed registry. If a holder sells a brand, product, character or work, or stops owning or controlling it, its permission for that item ends once you know, a deal over it ends with the refund a withdrawal brings, and its no over the item stays until the new owner publishes its own terms; a company that takes over all of another's brands and works steps into its place.

If someone cheated

Liability follows fault. A holder that gave someone its access or its second factor, or took part in a scheme, is bound by what was signed and liable for it. For a company that includes its own staff. An act made with a second factor, certificate or seal the holder set up or controlled is taken to be the holder's own unless the holder shows otherwise.

Unless the holder gave someone the means or took part, if the holder lodges with the registry, the trust service or a court a claim that a stranger deceived it into confirming a deal, or that it confirmed the deal by its own mistake, new generation under it stops as soon as you are told, until the claim is decided; if the claim is rejected, generation resumes. Once the deception or mistake is found, whether or not the holder claimed it, the holder owes nothing under that deal, a buyer who acted honestly gets back money not yet paid out and keeps its claim against the cheat, and the real holder can require the outputs to come down. A buyer who knew, or should have suspected, is not protected. If anyone lied about age, identity or a guardian's authority, the deal is void and generation stops from notice. Neither a registry that checked under its published procedures nor an honest buyer is at fault: the buyer gets back money not yet paid out, keeps its claim against whoever lied and, where the minor lied, may claim its loss from the minor's parent or guardian under the law. Someone who claims a brand or a work it does not own gives nothing: the real owner keeps every right. A registry's liability is a matter for its own terms and the law; under the registry terms the steward requires, a registry answers for a wrong identity, age, authority or ownership only where it broke its own procedures, returns money not yet paid out, and may not charge for or delay the holder's change, withdrawal, no, or move to another registry.

If you are an AI company

You have a permission only if you accept the licence, by a signed request or by a public undertaking. If you give the undertaking, you also promise to check for Terms of Generation when a request refers to a real person, a company or one of its brands, products, characters, works or recordings, and not to generate the holder outside what the holder permits, including its deals. You are never asked to identify anyone by analysing a face or a voice, or a brand or work by analysing a picture or a sound, and you need not look for people or brands in material that carries no statement, code, reference, record, name, account or domain, and a brand name or mark that is only seen in a picture or heard in a sound does not count. The licence asks for no mark inside the picture or the sound. Adult sites can adopt ToG like anyone else, as an AI company that checks ToG codes before it generates.

If you give the undertaking, every picture, video, sound or 3D file that an AI model you run makes, or changes in what it shows or how it sounds, carries a ToG proof, even when it is allowed and even when it shows no one: a signed note in the file's content credentials (C2PA) with the file's fingerprint, a link to the record of the generation or, otherwise, to the record of your check (what you looked up and what you found, never the request itself), your identifier and the time. It shows what was checked. It is never a watermark and never needs a face or a voice to be recognised. Changing only the format, size or crop does not count, and text and code need no proof. Handing out a file without it is itself a breach, but it ends your permission only from a holder whose face, brand or work the file concerns. A proof allows nothing beyond what its record shows; a proof of a check allows nothing at all.

If you give the undertaking, you also do not hack, for anyone or for yourself, outside an authorisation. Hacking here means three things against a computer system: getting in, getting control or getting past a password or other guard beyond what the system itself gives the person you act for (someone else's password gives them nothing); sending input made to trigger a

security hole, or exploiting one; and placing code that hides, spreads, damages, disrupts or holds data to ransom. Writing an attack aimed at a system the requests name or make obvious counts too, and so does writing code that hides, spreads, damages or holds data to ransom, even with no target. Working with the access you were given is not hacking, and neither is explaining how attacks work or how to detect, defend against or fix them. The owner's permission counts only as an authorisation held at a registry. The owner of a system can authorise work on its own systems only: a penetration test by a firm, its red team, a bug bounty open to anyone, or itself. A court, or a public body with a power under the law where the system or its owner is, can authorise work on someone else's system and cites that power: so a government white-hat can be allowed to use AI hacking skills. Where a law lets anyone who meets its conditions look for security holes in good faith, the public body can publish one standing authorisation for everyone the law covers. The registry checks who issued an authorisation before it holds it. Each one states which acts, which systems, for how long and for whom. You look it up by its code, act only for a person it covers whom you have verified, and keep the registry's record of each lookup. You break this rule only if you knew, or it was obvious from the requests, that the act was hacking outside an authorisation. A company that runs text, code or agent models and makes no pictures can give the undertaking for this rule. An authorisation never obliges you to act and never makes anything lawful.

If you are bound by the licence, sexual or adult content of a person who has Terms of Generation made outside a deal for it, sexual or adult content with a company's brands or works, content showing an adult as under 18, or content passed off as a real recording or as the holder's own comes down on a complete notice (the holder's ToG code or another way to find the holder's terms, or, from someone else, the holder's name; a link to the file; and what it breaks): within 48 hours if the notice says it is sexual or adult content or shows anyone as under 18, unless it plainly is not, within 7 days if it is a fake. Two exceptions: the file plainly is not what the notice says or, where the notice is only about sexual or adult content and does not say that anyone shown was a minor, it is under the person's own deal for adult content; or, for sexual or adult content or a fake, the notice is not from the holder and the holder approved the file, or a deal covers it, as not being such content. The second exception lifts only the duty to take it down for that notice. Content showing an adult as under 18 stays up only if the file plainly is not that.

While you decide whether a notice is right, you may hide the file from everyone but whoever published it, and after a 48-hour notice you do not recommend it or earn from it; if the notice is right, it then comes down at once, with every identical copy on your service. You need not destroy a copy the law makes you keep, or one kept hidden while a dispute or appeal is open. You tell whoever sent the notice what you did and when. The same two deadlines apply to every takedown on a notice of this kind and on a platform: 48 hours for sexual or adult content and anything showing a minor or anyone as under 18, 7 days for everything else.

If you run a platform

A social network, a video site, a messenger, an image search or an app store can sign the platform undertaking (appendix E). Then, for pictures, video, sound and 3D on its service, it:

- checks the ToG proof when something is uploaded or forwarded, as far as the file or the message carries one;
- labels AI content "made by AI", and adds "no ToG proof" where the proof is missing;
- does not show, recommend or forward anything the registry reports as withdrawn or refused (changing one's terms later does not withdraw what was made fairly before);
- takes AI content down on a complete notice from the holder or someone acting for it, or from anyone for sexual content, content showing a minor and fakes: within 48 hours for sexual or adult content and anything showing a minor or anyone as under 18, within 7 days for everything else, and may hide it while it decides; whoever posted it is told and can answer, and it comes back if the notice was wrong;
- does not put advertising on, or take payment for, AI content of a holder's face, brand or work unless the holder posted it, a deal allows it, or it is news;
- keeps the proof with the file.

A platform never has to recognise a face, a voice or a logo, and never has to read, scan or decrypt an encrypted message: it checks what is attached to the file and what it is told. Its takedown and advertising duties under the licence reach AI content only, never real photos or videos. A platform that also offers AI that makes content is an AI company too.

Notices

A permission under this licence is one holder's permission. It does not make a use lawful and does not clear anyone else's rights: other people shown, photographers, labels, other brands.

The steward publishes the licence text and the list of registries and lookup sources, on published criteria and with public notice. It is not a party to anyone's terms, is not a registry, ranks no registry, and gives no legal advice.

Legal code: ToG-L-1.0, sha256 [hash], at https://pregen.org/tog.