CLIP STUDIO PAINT 製品使用許諾契約書

CLIP STUDIO PAINT 製品使用許諾契約書（以下「本契約」といいます）は、株式会社セルシス（以下「セルシス」といいます）が第1条に定める本製品の使用を希望されるお客様（個人または法人その他の団体のいずれかであることを問わず、以下「ユーザー」といいます）に対し提示し、同意いただくことにより締結される契約書です。なお、本契約には、セルシスまたはセルシスが許諾を受けた本製品に含まれる技術等の権利者が別途定めた特約、使用条件等も含まれます。セルシスは、本契約に同意されるユーザーにのみ本製品の使用を許諾します。本契約に同意できない場合、ユーザーは本製品を使用できません。

ユーザーが本製品をインストールまたはこれに準じる行為を行った場合、セルシスは当該ユーザーが本契約に同意したものとみなし、本契約が成立するものとします。本製品のインストールを行うと、下記のソフトウェアが同時にインストールされます。

(1) CLIP STUDIO

(2) KindleGen (Amazon Services International, Inc.)

製品使用許諾契約書

■ ［ライセンス数］:1

第1条　定義

本契約で使用する用語の定義は、以下に定めるとおりとします。

（1）本ソフトウェア

本製品に含まれるコンピュータープログラム（セルシスが追加的に提供したアップデートプログラムを含みます）をいいます。

（2）本製品

CLIP STUDIO PAINT PRO、CLIP STUDIO PAINT EX または CLIP STUDIO PAINT DEBUT をいい、本ソフトウェア、本ソフトウェアに付属する素材、3D データおよび画像等の電子データ（以下総称して、「本素材」といい、セルシスが追加的に提供したものを含みます）ならびに本ソフトウェアのマニュアル等本ソフトウェアに関連する資料すべて（以下総称して、「マニュアル等」といいます）をいいます。

（3）インストール

本ソフトウェアをコンピューターの記録媒体に記録し、実行することおよび/または本ソフトウェアを除く本製品をコンピューターに保存することをいいます。

（4）CLIP STUDIO

セルシスが提供するソフトウェアにおける創作活動をサポートすることを目的としたツールをいいます（詳細は、http://www.clip-studio.com/clip_site/apps/clipstudio にてご確認ください）。

（5）CLIP サイト

セルシスが運営し提供する、クリエイターの創作活動をサポートすることを目的とした、創作活動応援サイト CLIP（http://www.clip-studio.com/）および CLIP STUDIO の両方またはいずれか一方をいいます。

（6）シリアル登録

本製品を使用するユーザーが、CLIP サイトにおいて本製品のシリアルナンバーを登録することをいいます。登録は義務ではありませんが、登録した場合、セルシスが別途指定するサービスを受けられることがあります。なお、シリアル登録をするためには、CLIP 会員登録が必要です。

（7）バンドル版

本製品の内、セルシスまたは第三者が販売するコンピューター、周辺機器等のハードウェアまたは書籍等、他の商品を購入した者等が、一定の手続きを行うことにより、セルシスが予め定めた期間使用できるものをいいます。

（8）プリインストール版

本製品の内、セルシスまたは第三者が販売するコンピューターに予めインストールされたものをいいます。

（9）期限付きライセンス

本製品の内、機能の制限なく使用できる期限があらかじめ定められたものをいいます。期限付きライセンスにはセルシスまたは第三者が有償で販売するものと、セルシスが定めた条件により無償で配布されるものがあります。期限付きライセンスは、3 か月版、2 年ライセンスなど、「期限付きライセンス」以外に使用期限を製品名に含む形で表記されている場合があります。

第 2 条　許諾

1．本製品の著作権その他一切の知的財産権は、セルシスまたはセルシスに対し適正に許諾を与えた権利者に帰属します。セルシスは、以下の各条件をすべて満たす場合に限り、ユーザーに対し、本製品を使用することを許諾します。

（1）セルシスが認めた正規の方法で取得または購入した場合。

（2）セルシスが正規の製品と認めた場合。

2．本契約で許諾した権利以外の本製品に関する権利について付与するものではありません。

第 3 条　ライセンス登録

1．本製品には、セルシスおよびその他の権利者の知的財産権を保護する目的でインターネットを通じてライセンスを認証し、登録する（以下「ライセンス登録」といいます）技術が使用されています。ユーザーは本製品のインストールおよび使用にあたり、ライセンス登録

を実行することに同意するものとします。

2．セルシスは、ライセンス登録の処理にあたり、ライセンス登録に必要な情報（シリアルナンバーおよびコンピューターのハードウェア情報）を取得します。この際、セルシスは、ユーザーを特定できる個人情報を収集しません。

3．ユーザーは、初回起動後一定の期間内にライセンス登録を実行しない場合、本契約で許諾された権利を行使できなくなることがあります。また、ユーザーがハードウェアおよびソフトウェアを含むコンピューターの構成を変更した場合、再度本製品のライセンス登録を実行する必要があります。

4．CLIP STUDIO PAINT PRO、CLIP STUDIO PAINT EX または CLIP STUDIO PAINT DEBUT のライセンス登録後、いずれかのライセンス登録を行った場合、最新のライセンス登録のみが有効になります。

5．ライセンス登録を実行するためには、インターネットに接続できる環境が必要です（通信等にかかる費用は、ユーザー負担となります）。

6．ユーザーは、ライセンス登録をした本製品を、インストールしたコンピューターから削除し、別のコンピューターにインストールする際、インターネットを通じて登録したライセンスの情報を変更する必要があります。

7．ユーザーは、自ら占有、管理するコンピューターの1台のみライセンス登録を実行することができます。ただし、第4条第2項ただし書きの条件を満たす場合に限り、ユーザーは、自ら占有、管理するコンピューターのうち2台までライセンス登録を実行することができます。

第4条　使用条件

1．本製品について、ユーザー自身（法人その他の団体の場合、特定の従業員1名）だけが、自ら占有、管理するコンピューター（以下「メインコンピューター」といいます）1台のみで使用できます。ただし、以下の各条件をすべて満たす場合に限り、ユーザーは自己の作業を補助する者（以下「作業補助者」といいます）を指定して本製品を使用させることができます。

（1）本製品をメインコンピューターの1台にのみインストールしていること。

（2）第5条各号に規定された禁止事項に反しないように本製品を使用させること。

2．本製品について、ユーザーは、メインコンピューターのみインストールできます。ただし、以下の各条件をすべて満たす場合に限り、ユーザーは自ら占有、管理する他のコンピューター（以下「サブコンピューター」といいます）の1台に限り、本製品をインストールできます。すなわち、当該条件のもと、ユーザーは本製品をメインコンピューター、サブコンピューター合わせて2台までインストールすることができます。

（1）本製品の使用者をユーザー自身（法人その他の団体の場合、特定の従業員1名）とユーザーが指定する作業補助者1名に限定していること。

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（2）本製品を同時に使用しないこと。

3．ユーザーは、本ソフトウェアが独立した複数のソフトウェアで構成される場合においても、これらを分離して第三者に使用させることはできません。

4．セルシスは、ユーザーが正式なライセンスを持っていることを確認するため、ライセンス登録に基づき、インターネットを通じて、定期的にライセンス認証を行います。

5．CLIP STUDIO PAINT PRO、CLIP STUDIO PAINT EX および CLIP STUDIO PAINT DEBUT すべての使用を許諾されている場合でも、ユーザーは、1 台のコンピューター上ですべてを同時に起動し使用することができません。ユーザーは、使用時においてライセンス登録がされている一方を使用することができます。

6．セルシスは、本製品について、CLIP サイト、マニュアル等またはセルシスが運営する本製品に関する Web サイト（http://www.clipstudio.net/）に別途使用条件を定める場合があります。この場合、ユーザーは、当該使用条件を遵守するものとします。

第 5 条　禁止事項

ユーザーが以下の行為を行うことを禁止します。

（1）本製品の全部または一部をセルシスの許諾を得ずに複製する行為。

（2）本製品の全部または一部を再使用許諾、公衆送信（たとえば、ホームページ等を通じて公表すること、および送信可能化の状態も含みます。以下も同様です）、貸与、レンタル、疑似レンタル等する行為。

（3）本製品の一部を譲渡する行為。

（4）本ソフトウェアに含まれるコンピュータープログラムの改変およびリバースエンジニアリング等の本ソフトウェアを解析する行為。

（5）第三者に対し、ネットワーク（インターネットを含みますが、これに限られません）を経由して、本ソフトウェアを使用させるまたは本ソフトウェアの機能を利用した処理、サービスを提供する行為。

（6）セルシスがユーザーや本製品を識別するためにユーザーに提供したシリアルナンバー等の情報を、第三者に開示、提供する行為。ただし、本契約が認める範囲に限り、ユーザーが指定する作業補助者にシリアルナンバーを開示、提供できます。

（7）複数の者の間で、本製品を同時に使用する行為。

（8）共有可能なシステムにおいて本製品を使用する行為。

（9）本製品を第三者に有償で使用させる行為または本製品を商用サービスに組み込む行為。

（10）権利保護等を目的として本製品に予め設定された技術的な制限を解除、無効化する行為、当該行為の方法を公開する行為または設定された技術的な制限を解除、無効化することにより本製品を複製、改変（加工、変形等を含みますが、これらに限りません。以下「改変等」といいます）、再使用許諾、公衆送信、譲渡、貸与、使用等する行為。

（11）本製品を公序良俗または法令に違反する目的で使用する行為。

（12）その他、セルシスもしくは第三者の知的財産権その他の権利を侵害する、または侵害する可能性のある行為。

第6条　譲渡

1．ユーザーは、第5条に違反しない限りにおいて、本製品（本ソフトウェアを使用する権利を含みます）を第三者に譲渡することができます。ただし、本ソフトウェアのアップグレードを行ったユーザーが、アップグレード前の本製品を第三者に譲渡することはできません。

2．本製品の譲渡人であるユーザーは、当該譲渡前に、本製品をインストールしたすべてのコンピューターからこれを完全に削除しなければなりません。

3．本製品の譲受人は、本製品の所有権および本契約に関する権利義務のすべてを承継するものとします。セルシスは、本製品の譲受人に対し、本契約に同意の上で譲受人が本製品を使用することを許諾します。

4．譲受人であるユーザーもまた、譲渡人であるユーザー同様にシリアル登録をすることができます。ただし、シリアル登録をすることによりセルシスから受けることのできるサービスについて、譲受人であるユーザーは受けられない場合があることを予め承諾するものとします。

5．本製品の譲渡は、本契約に従って、すべて当事者間の責任で行うものとします。セルシスは一切関与せず、また一切責任を負いません。

第7条　保証

1．セルシスは、本製品がユーザーの特定の使用目的に適合するものであることを保証しません。本製品の導入について、ユーザーは、自らの責任で判断するものとします。

2．ユーザーは、本製品に瑕疵があった場合（動作保証対象外の特定のハードウェアまたはソフトウェアに起因する本ソフトウェアの動作不具合を除きます）、セルシスの判断に基づき、瑕疵の程度に応じて交換もしくは修補プログラム等の提供、解決方法の案内または代金の返還等を受けることができます。

3．本契約に基づきセルシスが負う責任の範囲は、ユーザーが本製品を購入するために実際に支払った金額（CLIP サイトの月額利用サービスに基づき本製品を使用する場合、ユーザーが本製品を使用するために過去 1 年間に実際に支払った金額とします。CLIP サイトとは別のサイト等にて毎月利用料等を支払うことにより本製品を使用できる場合も、同様の金額とします。）を超えないものとします。ただし、セルシスに故意または重過失がある場合は、この限りではありません。なお、本製品の内、バンドル版およびプリインストール版におけるセルシスの責任の範囲は、帰責事由の程度如何にかかわらず、下記の各号に定めるとおりとします。

（1）CLIP STUDIO PAINT DEBUT のバンドル版、プリインストール版

100 円を上限とします。

（2）CLIP STUDIO PAINT PRO および CLIP STUDIO PAINT EX のバンドル版、プリインストール版

同じグレードのダウンロード版の価格を上限とします。

4．セルシスは、本ソフトウェアの機能に付随して利用できる各種情報、ソフトウェアおよびサービスをインターネット経由でユーザーに無償（ただし、通信等にかかる費用はユーザー負担とします）にて提供することがあります。セルシスは、このような情報、ソフトウェアおよびサービスについて、完全性、正確性、有用性およびインターネットの安全性、通信の安定性を含む一切の保証を行いません。また、セルシスは、ユーザーの承諾なくこれらの提供を中断または終了できます。

第 8 条 CLIP STUDIO

1．CLIP STUDIO は本製品のインストールを行うと、同時にインストールされ、本契約が適用されます。CLIP STUDIO を使用するためには、インターネットに接続できる環境が必要です（通信等にかかる費用は、ユーザー負担となります）。

2．CLIP STUDIO は、CLIP サイトと連携し、創作活動をサポートすることを目的としたオンラインサービスを提供します。CLIP STUDIO を使用するためには、CLIP 会員 ID およびパスワードにて CLIP STUDIO または CLIP サイトにログインする必要がある場合があります。

第 9 条 インターネットへの接続、個人情報

1．セルシスが本製品および CLIP STUDIO により、ユーザーの個人情報を取得、送信する場合は、ユーザーの同意を得て行い、送信された個人情報はセルシスの個人情報保護方針（http://www.clip-studio.com/clip_site/information/privacy/index）に従って取り扱います。

2．本製品および CLIP STUDIO は、追加の通知を行うことなく、ユーザーのコンピューターをインターネットに接続し、ライセンスの確認、追加の情報や機能、サービスの提供およびアップデートの有無の確認などの目的のために、セルシスの管理する Web サイト、サーバと通信を行う場合があります。

3．本製品および CLIP STUDIO により、ユーザーがセルシスの管理する Web サイトや Web サービスにアクセスし、これを利用する場合は、各サイトやサービスの利用規約を遵守するものとします。

4．本製品、CLIP STUDIO およびそれらを経由してアクセスする Web サイト、Web サービスは、より便利にご利用いただく、継続的に製品やサービスを改善するための情報を取得するなどの目的で、Cookie を使用しています。Cookie は、Web サイトの運用に関連するサーバから、ユーザーのブラウザに送信する情報で、ユーザーのコンピューターに記録されます。記録される情報には、氏名、住所、電話番号など個人を特定する情報は一切含まれていませ

ん。また、コンピューターへ直接的な悪影響を及ぼすことはありません。

ユーザー自身でブラウザの設定を操作し、Cookie の受信を拒否することも可能ですが、一部の機能が利用できない場合があります。

5．本製品、CLIP STUDIO およびそれらを経由してアクセスする Web サイト、Web サービスは、利用状況を把握するため Google Inc.のアクセス解析ツール Google Analytics を使用しています。Google Analytics では Cookie を使用し個人を特定する情報を含まずに利用ログを収集します。収集された利用ログは Google Inc.のプライバシーポリシーに基づいて管理されます。

ユーザー自身でブラウザの設定を操作し、Cookie の受信を拒否することも可能ですが、一部の機能が利用できない場合があります。また、CLIP STUDIO では、メニューの設定により利用ログの送信を停止することができます。

6．本製品、CLIP STUDIO およびそれらを経由してアクセスする Web サイト、Web サービスは、広告配信事業者が提供するプログラムを利用した行動ターゲティング広告（サイト閲覧情報などをもとにユーザーの興味・関心にあわせて広告を配信する広告手法）を行っています。その際、ユーザーのサイト訪問履歴情報を採取するため Cookie を使用しています。広告配信事業者は、当該 Cookie を使用して過去のアクセス情報に基づいて広告を配信します。この行動ターゲティング広告の無効化を希望するユーザーは、以下の広告配信事業者のオプトアウトページまたは Network Advertising Initiative のオプトアウト ページにアクセスして、Cookie の使用を無効にできます。

PC やブラウザの変更、および Cookie を削除した等の場合には、再度設定が必要です。

Google ： https://support.google.com/ads/answer/2662922?hl=ja

Network Advertising Initiative ： http://www.networkadvertising.org/choices/

第 10 条　機械学習に関する技術を使用した機能について

1．本製品の、「トーンを消去」機能および「自動彩色」機能は機械学習に関する技術を使用しており、当該機能を実現する目的で、追加の通知を行うことなくユーザーのコンピューターをインターネットに接続し、セルシスの管理するサーバーにユーザーの作成した作品データ（以下「ユーザーデータ」といいます）を送信して処理を行います。第 3 項の場合を除き、送信および生成されたユーザーデータが外部に公開されることはありません。また、送信および生成されたユーザーデータが個人と関連付けて保持されることはありません。

2．セルシスの管理するサーバーに送信および生成されたユーザーデータに関する知的財産権は、本契約に定めるセルシスまたはセルシスに対し適正に許諾を与えた権利者が本製品を通じてユーザーに許諾する権利を除き、ユーザーデータを作成したユーザーに帰属し、セルシスは保有いたしません。

3．ユーザーはセルシスに対し、セルシスの管理するサーバーに送信および生成されたユーザーデータを、セルシスの機械学習関連研究・開発の目的に必要な範囲において利用し、または守秘義務を課した第三者に提供することを許諾します。この場合、ユーザーはセルシスおよび当該第三者に対し、著作者人格権を行使しないことを保証するものとします。なお、上記の目的のために利用する場合において、ユーザーデータがセルシスおよび当該第三者以外に公開されることはなく、また、個人と関連付けて保持されることはありません。

第 11 条　本契約の解約、解除

1．ユーザーが CLIP サイトの月額利用サービス（以下「月額利用サービス」といいます）を通じて本製品を使用している場合において、以下のいずれかに該当するとき、本契約は終了します。

（1）ユーザーが CLIP 会員を退会したとき。

（2）ユーザーが本製品に関する月額利用サービスを解約したとき。

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改訂日：2018 年 11 月 29 日

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KindleGen ソフトウェアエンドユーザーライセンス契約

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