CLIP STUDIO ACTION 製品使用許諾契約書

CLIP STUDIO ACTION 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 (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。

CLIP STUDIO

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(ただし、WindowsOS対応の本製品に含まれる、Creative Labs, Inc. の提供するフリーソフトウェアである OpenAL を除きます。なお、OpenAL は、 GNU Lesser General Public License により許諾されます(詳細は下記「OpenAL について」 を参照)。また、MacOS対応の本製品に、OpenAL は含まれません)。

(2) 本製品

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、マンガ、イラスト、映像等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/) 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 一ザーに対し、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。

- 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。
- 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. 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)。
- 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。
- 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

- 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。
- (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。

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. 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

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。

- 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。
- 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。
- 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。

 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)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、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。

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

 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。

 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 STUD10 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 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。

2. セルシスは、ユーザーが以下のいずれかに該当するとき、本契約を解除することができます。

- (1)本契約に違反したとき。
- (2) CLIP 利用規約、月額利用サービス規約およびその他諸規定に違反したとき。
- (3) 本製品の購入代金または月額利用サービスの月額利用料金の支払いを怠ったとき。

第11条 本契約の終了

本契約が終了した場合、ユーザーは速やかに自己の負担で本製品の使用を中止し、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。

第12条 損害賠償

ユーザーが本契約に違反し、またはユーザーの故意もしくは過失によりセルシスに損害が 生じた場合、セルシスは、当該損害の賠償請求、その他法的措置をとることがあります。

第13条 その他

1. 本契約の解釈は日本法に準拠するものとします。また、本契約に関する紛争は、東京地 方裁判所または東京簡易裁判所を第一審の専属的合意管轄裁判所とします。

2. ユーザーは、本製品の使用にあたり、著作権法、輸出規制関連法を含む各種関連法令を 遵守するものとします。

3. 第5条、第6条、第7条、第11条、第12条、第13条の規定は、本契約終了後も効力

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■プリインストール版、バンドル版に関する特約

ユーザーは、コンピューターその他の機器にプリインストールまたはバンドルされた本製 品を使用する場合、当該機器においてのみ使用できます。プリインストール版およびバン ドル版について、第3条第6項ただし書き、第4条第2項ただし書きおよび第6条は適用 されません。

■月額利用サービスの利用に関する特約

- 1. 月額利用サービスを通じて本製品を利用している場合、月額利用サービス規約に定める 「シリアル進呈特約」の特典が付与されるまで、第6条は適用されません。
- 月額利用サービスを通じて本製品を利用している場合、月額利用サービス規約に定める
 「シリアル進呈特約」の特典が付与されるまで、本製品を転売できません。
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