

Unity-chan License Terms Version 3.0

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[Preamble]

The “Unity-chan License Terms” (hereinafter referred to as “This License”) is a document established by Unity Technologies Japan K.K. (hereinafter referred to as “The Company”). This License sets out the scope and conditions of use permitted by The Company, beyond the range allowed by current copyright law, for those who wish to engage in derivative creative activities, whether for profit or not, using these characters, the ownership rights for which are possessed by The Company.

Those who wish to engage in derivative creative activities using The Company’s characters, regardless of whether it is for profit or not, are considered to have agreed to This License without any reservations and without any conditions once they have commenced with the use of The Company’s character.

All users who wish to publish derivative creative works of The Company’s characters under This License must display either the license logo or license notation (as specified separately) in a reasonable and easily visible manner (such as on the derivative creative work itself, or by attaching a description, etc.).

Article 1: Definitions

1. In This License, the meanings of the terms set forth in the following items are as provided respectively in those items:

(1) “Character”

Refers to a pictorial work created with the intent of expressing an abstract concept that has been given a name and characterization via voice, appearance, personality, worldview, etc., to distinguish it from other works.

(2) “The Company’s Characters”

Refers to each or all of the characters that The Company holds the rights to that are the subjects of This License. This includes, in addition to The Company's character Unity-chan (Kohaku Otori), any

characters and future characters posted on the Unity-chan! official website.

Furthermore, The Company's characters are specifically to be expressed via all or part of the following means.

- Representations expressed via digital data, including images that visualize characters' likenesses, personalities, designs, etc., and 3D model data of the characters.
- Audio of The Company's characters recorded by The Company and digital data thereof.
- Images of logos, etc. created or registered by The Company and digital data thereof.

(3) "Digital Asset Data of The Company's Characters"

Digital data of The Company's characters which has been made available for use on conventional computer systems is referred to as digital asset data of The Company's characters.

Users of The Company's characters may create derivative creative works featuring The Company's characters under This License using digital asset data of The Company's Characters.

Furthermore, cases in which any portion of the digital asset data of The Company's characters is repurposed for something other than The Company's characters shall be subject not to This License, but to the stipulations of the separately established "Unity Companion License."

(<https://unity.com/ja/legal/licenses/unity-companion-license>).

(4) "Derivative Work"

Works created by translating, arranging, modifying, dramatizing, filming, or otherwise adapting original works are referred to as derivative works.

(5) "Altered Work"

Refers to a modified, cut, or otherwise altered work that does not fall under the category of derivative work.

(6) "Derivative Creative Work"

Refers to the collective term for alterations, derivative works, and other works created based on an original work.

(7) "User"

Refers to those who make use of The Company's characters and all derivative creative works thereof.

2. The meaning and interpretation of other terms shall be subject to the provisions of the Copyright Act (Act No. 48 of 1970), unless otherwise stipulated in This License.

Article 2: Relationship with Copyright Law and Other Applicable Laws

1. The Company's characters and digital asset data of The Company's characters are protected by copyright law and other applicable laws.
2. The Company holds exclusive copyright over altered works featuring The Company's characters.
3. In accordance with Article 28 of the Copyright Act, The Company holds exclusive rights to use derivative works of its characters, which are the same types of rights as those held by the authors of such derivative works, and which are listed in Articles 21 through 27 of the Copyright Act.

Article 3: License of Use and Terms of Use

1. The Company grants non-exclusive permission to users, in accordance with the terms of This License, for the following actions carried out by the users themselves, with regards to The Company's characters and digital asset data of The Company's characters.
 - (1) Producing derivative creative works of The Company's characters.
 - (2) Any performance, screening, publicly transmission, display, or distribution (hereinafter referred to as "Distribution, etc.") carried out by the user themselves of derivative creative works of The Company's characters created by the user.
 - (3) Distribution, etc. of derivative creative works of The Company's characters by the user themselves, on the condition that any third parties that receive such Distribution, etc. inherit This License.
 - (4) Using some or all of the names of The Company's characters in the title, description, etc. of any derivative creative work made by the user which falls under either of the preceding two items, or the assigning of unique names to such derivative creative works using some of the names of The Company's characters.
2. The user shall comply with the terms of use set out in the items below when making use of the items outlined in the preceding paragraphs.
 - (1) When carrying out Distribution, etc. of The Company's characters and related derivative creative works, This License shall be inherited by third parties that receive such Distribution, etc.

- (2) The Company's characters, related derivative creative works, and digital asset data of The Company's characters shall not be used for actions or purposes that are against public order and morals, for antisocial actions or purposes, or for specific religious or political statements.
 - (3) Users shall not harm the reputation or quality of The Company's characters, related derivative creative works, The Company, or products and services provided by The Company.
 - (4) Users shall not infringe upon the intellectual property rights or any other rights of third parties, and shall not use The Company's characters, related derivative creative works, or digital asset data of The Company's characters for the purpose of infringing upon such rights.
 - (5) Users shall not use The Company's characters and related derivative creative works for adult content or services, or for the advertising and promotion of such content or services.
 - (6) Except in cases where separate authorization has been received from The Company, users shall not make or exploit any misleading representations that suggest The Company is the seller or provider of a user's content.
 - (7) The Company's characters shall not be used as training data or input data for AI image generation.
 - (8) Users shall not engage in any other form of use that The Company deems to be inappropriate.
- 3. When a user engages in a form of use permitted in Paragraph 1, they shall display either the license logo or license notation (stipulated in a separate document) in a reasonable and easily visible manner (such as an indication on the derivative creative work itself or by attaching a description, etc.) that accompanies the relevant derivative creative work.
 - 4. In the event a user redistributes the digital asset data of The Company's characters distributed by The Company in accordance with the forms of use permitted in Paragraph 1, it shall be distributed together with a set of separately specified license-related files in addition to the display of the license logo or license notation stipulated in Paragraph 3.

Article 4: Exemption from Liability

- 1. The Company's characters and the digital asset data of The Company's characters are provided "as is," and The Company does not provide any guarantees, including with regard to suitability for specific purposes and non-infringement of third party rights.
- 2. The Company shall not provide any compensation for damages or harm suffered by users through the use of The Company's characters, related derivative creative works, or digital asset data of The Company's characters. Furthermore, if a user causes damage or harm to others by using The Company's characters,

related derivative creative works, or digital asset data of The Company's characters, the responsibility and obligation to compensate injured parties lies solely with the user in question, and The Company assumes no responsibility whatsoever.

Article 5: Revision of License

The Company reserves the right to alter the contents of This License as deemed necessary, and will post the revised contents on The Company's website and other platforms. Users are encouraged to check The Company's website, etc. from time to time to confirm whether there have been any changes. Regardless of whether a user has performed such confirmation or not, once any revisions made to This License have taken effect, users shall be deemed to have agreed to the revised version of This License upon the commencement or continued use of The Company's characters, related derivative creative works, and digital asset data of The Company's characters.

Article 6: Termination of License

1. If a user violates the terms of This License, This License, as granted to the user in question, will be automatically terminated.
2. The use of The Company's characters, related derivative creative works, and digital asset data of The Company's characters by users can be discontinued at any time, at The Company's discretion.
3. In accordance with Article 6, Paragraph 1, if a user receives a notice from The Company to terminate This License, or that they must cease the use of The Company's characters, related derivative creative works, or digital asset data of The Company's characters, the user shall ① immediately cease any Distribution, etc. of The Company's characters, related derivative creative works, and digital asset data of The Company's characters, ② immediately delete The Company's characters, related derivative creative works, and digital asset data of The Company's characters from the computer on which are installed as well as from all other storage media, and ③ bear the obligation and responsibility to recover or ensure the deletion of any of The Company's characters, related derivative creative works, and digital asset data of The Company's characters that have been subject to Distribution, etc. at their own expense.

4. The Company shall not be held responsible for any damages incurred by users due to the discontinuation of the use of The Company's characters, related derivative creative works, and digital asset data of The Company's characters in accordance with this article.

Article 7: Governing Law

1. The governing law of This License shall be Japanese law, and even in the event that the sale of goods occurs in conjunction with This License, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. If any provision or part of This License is determined to be invalid or unenforceable under the Consumer Contract Act or any other laws or regulations, the remaining valid provisions and valid parts of the provisions determined to be partially invalid or unenforceable shall remain in full force and effect, and the provisions determined to be invalid or unenforceable shall be amended to the closest legal alternatives possible.

Article 8: Jurisdiction

1. The Tokyo District Court shall be the exclusive court of first instance for any and all disputes arising out of or related to This License.
2. Notwithstanding the foregoing, users shall agree that The Company has the right to seek injunctive relief (or similar emergency legal relief) in any jurisdiction.

Article 9: Other

1. This License is provided in Japanese. Translations of This License into other languages are for reference only, and in the event of a discrepancy between the Japanese version of This License and its translation, the Japanese version shall take precedence.
2. The Company reserves all rights not stated in This License regarding The Company's characters.

3. If a user is suspected of possibly violating This License or infringing any rights reserved in the preceding paragraph that are not stated in This License, The Company may send a request regarding such conduct via e-mail or other means of notification. If The Company does not receive a response from the user within 15 days from the date the email is sent, The Company will assume that the user's conduct violates This License.
4. In the event of a conflict between This License, the Asset Store Terms of Use, and the End User License Agreement, the provisions of This License (including, but not limited to, governing law and jurisdiction) shall take precedence with respect to matters concerning the use of The Company's characters.

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