`(Reference) Simplified list of the scope of permissions under The License Agreement for ゆびさき工房.

This English version is for reference only. The original version in Japanese shall prevail if any conflicts or inconsistencies exist.

1. Main purpose(s) of using the Digital Content

A Personal Use	B Corporate Use
	
Permitted to use in activities with commercial or non-profit-seeking purposes	Permitted to use in activities with commercial or non-profit-seeking purposes

2. Upload to internet services

C Upload to social communication platforms	D Upload to online gaming platforms	E Permission for use by third parties within the online service
		
Permitted	Permitted	Permitted in limited publication (including permission to publish as “Private” on VRChat, for example)

3. Sensational Expressions

F Sexual expressions	G Expressions of Violence	H Political and religious activities
		
Permitted	Permitted	Prohibited

4. Editing

I Adjustment	J Modification	K Modifying other data with the Digital Content permitted as material	L Outsource of the modification process
			
Permitted	Permitted	Permitted	Permitted ONLY to be done between the User(s)

5. Distribution and redistribution

M Redistribution with no change(s)	N Distribution of modified digital content
	
Prohibited	Permitted ONLY to be done between the User(s)

6. Use on media and/or in other products

O Use in video production, live-streaming and broadcasting	P Use in publications and electronic publications	Q Use for tangible goods	R Integration into software, such as product development
			
Permitted	Permitted	Permitted	Permitted

7. Derivative work

S Creation of costume data by utilizing the parameters of meshes and weights	T Creation of new digital content on costumes and textures that comply with data format, without diverting the parameters of meshes and weights	U Creation of derivative works based on the Digital Content (“derivative works”)
		
Not applicable	Not applicable	Publicizing for both commercial and non-profit-seeking purposes (including distribution and transmission) is permitted

8. Others

V Credit notation	W Assignment of Rights and Obligations, etc.
	
Not necessary, but preferred	Prohibited

9. Special note

X Special note

なし

The Digital Content to be licensed
ゆびさき工房3Dモデル付属するデーター式

Licensor(s) and their contact information
Licensor(s) : まっすたー
Email : yubisakiworks@pm.me
X(Twitter) : https://x.com/yubisakiworks
Website : なし

Credit notation
©ゆびさき工房

Recommended hashtags
#ゆびさき工房

License period and modification of the license
There is no fixed term regarding the period. Any change(s) on the term(s) would be effective on the date designated by the Licensor(s). (Including but not limited to announcement(s) made on official website(s) and blog(s).) The User(s) shall check the information released by the Licensor(s) as regularly and reasonably as possible.。

This English version is for reference only. The original version in Japanese shall prevail if any conflicts or inconsistencies exist.

The License Agreement for
ゆびさき工房

まっすたー as Copyrights owner(s) (the "Licensor(s)") grants the license to use the Digital Content("the License") as defined under this Agreement to the licensee(s) (the "User(s)") in accordance to the terms stipulated in the License Agreement for ゆびさき工房 ("this Agreement") . The User(s) shall read and agree with the terms under this Agreement before using the Digital Content. Where the User(s) purchases, downloads, installs, or otherwise starts using the Digital Content in any manner, the User(s) is deemed to have agreed on this Agreement. Where the User(s) is a minor or is not legally competent or has limited mental capacity, the User(s) shall obtain consent from his custodian, such as a person with parental authority in advance in order to agree on the terms of this Agreement.

Standard terms
- Article 1 (Terminology)
- Article 2 (Consent to Use)
- Article 3 (Disclaimer)
- Article 4 (Ownership of rights, Handling of Open Source Software, etc.)
- Article 5 (Prohibited Acts and Termination of license)
- Article 6 (Liability and Dispute Resolution)
- Article 7 (Precaution against Anti-Social Forces)
- Article 8 (Governing Law, etc.)

Terms for particular cases
- 1. The Digital Content to be licensed
- 2. Conditions of use
- 3. Special note
- 4. Licensor(s) and their contact information
- 5. Credit notation
- 6. Recommended hashtags
- 7. License period and modification of the license
- 8. Version of this Agreement

Standard terms

Article 1 (Terminology)

Terminology used under this Agreement are defined as follows:

the Digital Content

Any digital data and its part(s) as described in the Digital Content to be licensed under the terms for particular cases.

the User(s)

Any person, who can be an individual or a legal entity, who has obtained the Digital Content lawfully by purchase or download from the Licensor(s) or a third party designated by the Licensor(s).

Non-profit-seeking with charges

Non-profit-seeking with charges refers to the act of receiving consideration (regardless of the form, name, or recipient thereof; the same applies below) with a view to recovering the cost of raw materials and necessary expenses, without the purpose of generating profit. Where profit is generated from the consideration, the transaction is deemed to be profit-seeking; but where there is no obvious gain to the seller in a transaction, marginal profit is permitted.

Profit-seeking

Profit-seeking refers to an act(s) that is not non-profit-seeking compensation and is intended for commercial purposes or to receive compensation.

Avatar

Images, icons, 3D model data, etc, that are used to indicate the existence of something.

Social communication platform

A service that enables one-way or two-way online communication with other parties.

Online gaming platform

Any service that provides operating environments for online game(s) or the game in itself, that needs to operate online.

Adjustment

Corrections to be made within the minimum necessary to ensure proper use of the Digital Content. This includes minor modifications to parameters such as weights and rigs, etc.

Modification

Any modification of the Digital Content in whole or in part beyond the scope of the Adjustment to make it different from the Digital Content.

Part(s)

Components of the Digital Content, materials and other digital content that derive from break-down of this digital content, including its parameters, such as weights and rigs, etc.

Assignment of Rights and Obligations, etc.

This refers to the assignment or letting of rights and obligations to third parties, or asking third parties to take security of, or causing third parties to undertake all or part of the rights and obligations.

Article 2 (Consent to Use)

1. The Licensor(s) grants a non-exclusive, worldwide license to use the Digital Content to the User(s) in accordance with terms and conditions under this Agreement for a period and/or amended period stipulated in the terms for particular cases. However, where the User(s) is a minor or has limited mental capacity or legally incompetent, the User(s) must obtain consent from custodians or persons with parental authority in advance.
2. Where there is any inconsistencies or conflicts between the provisions of the terms for particular cases and the standard terms , the terms for particular cases shall supersede the Standard terms. The special note shall also supersede the other provisions under this Agreement.
3. The User(s) may copy the Digital Content for use within the scope of this License.
4. Permission to use the Digital Content includes an extended sub-license, which covers the use of the Digital Content on other third-party services or in other apps, by authorizing these third-party services or apps to use the Digital Content, so that the scope of the License covers the minimum necessity to fulfill the purpose of licensing to use the Digital Content on the third-party services. This means, for example, where the User(s) uploads the Digital Content to the third-party service or apps, the third-party operator is granted an extended sub-license to use, copy, distribute, etc, for the purpose of providing its service to the User(s). However, the sub-licence will not extend to circumstances where, having reasonably considered common sense, the particular system's features or operations, or the terms of use for the system are damaging or unjust to the Licensor(s); or the terms of use for the system would cause loss(es) to the Licensor(s) or put the Licensor(s) at a disadvantage.
5. Where explicitly authorized under the terms for particular cases, the User(s) may instruct a third party to adjust or modify the Digital Content. In this case, the User(s) may request the relevant Consignee(s) (the "Consignee(s)") to follow the User(s)'s instructions. The User(s) is obliged to prohibit the use of the Digital Content for any purpose other than such kind of adjustment or modification based on the Digital Content, and the User(s) will be jointly and severally liable to the Licensor(s) together with the consignee(s), for the consequences of conducting such kind of adjustment or modification.
6. Any use of the Data in a manner not described in this Agreement requires the explicit permission of the Licensor(s) in advance.

Article 3 (Disclaimer)

The Digital Content is provided in its present state. The Licensor(s) does not guarantee the Digital Content is free from infringement of third party rights, absence of defects and all liabilities that may arise in legal, cultural and other business practice in the process of use; nor does the Licensor(s) guarantee the Digital Content is suitable for any particular purpose(s). The User(s) shall be responsible for the use of the digital and the Licensor(s) bears no liability in the course of using the Digital Content. The Licensor(s) shall not be liable for any damage caused by the use or inability to use the Digital Content. Where the Licensor(s) are held liable for the loss, under the circumstance where there is no intentional wrongs or grossly negligence on the part of Licensor(s), or where the Licensor(s)' act is not prohibited by law, the compensation shall not exceed the price of the Digital Content, and shall ONLY be applied to any direct damage caused in the case.

Article 4 (Ownership of rights, Handling of Open Source Software, etc.)

1. The Intellectual property rights subsist in the Digital Content and its part(s) (in whole or in part, regardless of form), which includes copyrights, belongs to the Licensor(s) and/or third parties. All rights are reserved by the Licensor(s) or third parties, unless otherwise specified or granted to the User(s) under this Agreement.
2. The Digital Content may contain third-party toolkit/plug-in/program/materials and/or open source toolkit/plug-in/program/materials. In such a case, the License is granted in accordance with the terms and conditions under the respective Third-party or Open Source license(s) (hereinafter referred to as the Third-party License(s)). This Agreement does not limit the rights enjoyed by the User(s) under the Third-party License(s), nor does this Agreement confer any other rights. Where there is any

inconsistencies or conflicts between this Agreement and the Third-party License(s), the latter shall prevail.

Article 5 (Prohibited Acts and Termination of license)

1. The User(s) shall not use the Digital Content in a way that may bring:
    a. Infringement of the intellectual property rights (including copyrights, patents, trademarks, etc.), intrusion of privacy, infringement of legal name (rights to use the name), Portrait rights, etc. of the Licensor(s) or any third party.
    b. Any act that violates the terms of service provided by the Licensor(s) or any third party and causes damage.
    c. Defamation of individuals or organizations, or defamation of their reputation.
    d. Any act that violates or may violate the terms under this Agreement, laws and regulations, or public order and morals.
    e. Any act that may incur losses to the Licensor(s) or any third party; or any act that may damage public confidence in them or their reputation.
    f. Hindrance to the distribution, update, or stopping release of the Digital Content by the Licensor(s) or any third party designated by the Licensor(s).
    g. Any other act that the Licensor(s) deems inappropriate based on reasonable grounds.
2. Where the User(s) violate(s) any clauses in this Agreement, the Licensor(s) reserve(s) the rights to terminate the License. In this case, the Licensor(s) shall not be liable for any loss or damage caused by such termination.

Article 6 (Liability and Dispute Resolution)

1. If the User(s) causes damage to the Licensor(s) or any third party by violating this Agreement, the User(s) shall be liable to all direct and indirect damages. The User(s) shall assume responsibility and expense in order to minimize such damages; besides, the User(s) shall follow the Licensor(s)'s instructions on the measures to be taken. If the Licensor(s) is to provide instructions on the measures, the User(s) shall comply with the instructions by the Licensor(s).
2. If a dispute arises between the Licensor(s) and a third party due to a violation of this Agreement by the User(s), the User(s) shall be responsible for taking all necessary measures to resolve the dispute, and bear all expense, if any. If the Licensor(s)'s instructions are given, the User(s) shall follow those instructions.

Article 7 (Precaution against Anti-Social Forces)

1. The User(s) (in the case of a legal entity, with respect to its directors and staff members) MUST NOT be a member of Anti-Social Forces (member of or affiliated to gangs, gangsters, mafia, triad, or any kind of organized crime groups, including those who has been a member or has had affiliation within 5 years, or any other kind of equivalent), and the User(s) shall not involve in any illegal activities such as violence, frauds or intimidation, or crimes against business sustainability. The User(s) guarantees they do not and will not be involved in these activities.
2. The User(s) shall not provide the Digital Content or its part(s) (including modified versions) to Anti-Social Forces, or instruct Anti-Social Forces to adjust or modify the Digital Content or its part(s).
3. Where the User(s) breaches any provisions in this article, the Licensor(s) may terminate this Agreement without prior notice. Under such circumstances, the Licensor(s) shall not compensate or indemnify the User(s) in any way. The User(s) will be required to compensate for any damages caused to the Licensor(s).

Article 8 (Governing Law, etc.)

1. This Agreement is governed by and interpreted in accordance with the laws of Japan. All disputes arising in connection to the clauses under this Agreement shall fall under the jurisdiction of courts in Japan, and the court within Japan that governs the location of the Licensor(s) shall be the court of first instance.

2. The License is originally made in Japanese. The translation of this Agreement, if any, is for REFERENCE ONLY and is not intended to be legally binding to the User(s) or the Licensor(s). However, where the terms for particular cases and any instructions of a particular license else state, are made and given in a language other than Japanese ONLY, the User(s) shall follow the terms for particular cases and any instructions given in such cases.
3. If any provision of this Agreement, or any part of them, or any particular instruction given under this Agreement, is held to be invalid or unenforceable by law, the remaining provisions shall continue in full force and be effective.

Terms for particular cases

1. The Digital Content to be licensed

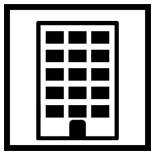
ゆびさき工房3Dモデル付属するデーター式

2. Conditions of use

(1) Main purpose(s) of using the Digital Content



A. Personal Use
Permitted to use in activities with commercial or non-profit-seeking purposes



B. Corporate Use
Permitted to use in activities with commercial or non-profit-seeking purposes

The User(s) are granted permission stated above to use the Digital Content, which covers any personal use (including use as an avatar or other purposes on a particular system) and self-expression in private life(include but not limited to taking memorial photos and videos, posting on websites/social media, printing paper copies, etc.).

(2) Upload to internet services



C. Upload to social communication platforms (including VRChat, Virtual Cast, cluster, etc.) for personal use.
Permitted



D. Upload to online gaming platforms for personal use.
Permitted



E. Upload to social communication platforms or online gaming platforms for the purpose of providing to third parties on the particular platform.
Permitted in limited publication (including permission to publish as “Private” on VRChat, for example)

(3) Sensational Expressions



F. Sexual expressions
Permitted



G. Expressions involving violence
Permitted



H. Use in political activities and religious activities
Prohibited

(4) Editing



I. Adjusting or reducing the number of polygons without distorting appearance, or converting the file format.
Permitted



J. Modify the Digital Content or its part(s), or use the modified version of the Digital Content under the terms that would apply to the original version of the Digital Content (which includes cases where the Digital Content or its part(s) forms the basis of new Digital Content).
Permitted



K. Use the Digital Content or its part(s) for the purpose of modifying other digital content (which includes cases where the Digital Content or its part(s) is used as a supplement in the course of modifying other Digital Content).
Permitted



L. Instruct a third party to make adjustment or modification to the Digital Content and provide the Digital Content to a third party for such purposes.
Permitted ONLY to be done between the User(s)

(5) Redistribution and distribution



M. Redistribution of the original version
Prohibited



N. Distribution of modified version of the digital content
Permitted ONLY to be done between the User(s)

(6) Use on media and/or in other products



O. Video production, live streaming (including YouTube), and broadcasting
Permitted



P. Use in physical and electronic publications
Permitted



Q. Use in tangible goods (Merchandise)
Permitted



R. Distribution as a bolt-on part of software (such as games) where they cannot be easily extracted, which is purely for the purpose of product development, etc
Permitted

(7) Derivative work



S. Create new costumes or accessories for the Digital Content by using meshes and weights extracted from the Digital Content (except for cases where the changes can hardly be noticed)
Not applicable



T. Create new costumes, accessories, or texture, etc. that conform to the standards of the Digital Content, without using meshes and weights extracted from the Digital Content.
Not applicable



U. Create derivative works (so-called “doujin works”, also known as fanart) using the Digital Content as a main theme/bedrock, without using the original version of the Digital Content directly.
Publicizing for both commercial and non-profit-seeking purposes (including distribution and transmission) is permitted

(8) Others



V. Credit for use
Not necessary, but preferred



W. Assignment of Rights and Obligations, etc.
Prohibited

3. Special note



X. Special note
なし

4. Licensor(s) and their contact information

Licensor(s) : まっすたー
Email : yubisakiworks@pm.me
X(Twitter) : https://x.com/yubisakiworks
Website : なし

5. Credit notation

©ゆびさき工房

6. Recommended hashtags

#ゆびさき工房

7. License period and modification of the license

The License period begins on the date the User(s) start(s) to use the Digital Content, and there is no fixed term regarding the period. Where the Licensor(s) amends the terms under this Agreement (including but not limited to, changes or deletions) by releasing the update on their websites or blogs, or disseminates the information in any reasonable manner, in the event that the User(s) use the Digital Content on or after the effective date of the change, such usage will be deemed as an agreement to the changes. Therefore, the User(s) shall check the information released by the Licensor(s) as regularly and reasonably as possible.

8. Version of this Agreement

1.0.0

This Agreement was created by まっすたー on his/her own responsibility using the VN3 license generator version 1.11 based on the VN3 license version 1.10.