

End-User License Agreement

IMAGEWERKS License

IMAGEWERKS (hereinafter called the "Service") is a download service of digital files (hereinafter called the "File(s)") offered by Image Werks Co., Ltd. (hereinafter called the "Company"). To use the files offered by the Service, you must agree to the licensing conditions below. When purchasing Files, you will agree to the licensing conditions by marking the checkbox "I have read and agree to the licensing conditions."

IMAGEWERKS Licensing Conditions

■License

1. 1. Grant of License

The Company shall grant the user a non-transferable, nonexclusive license to use the File which may be used only on one computer at a time.

2. 2. License permits the following usage

The user may use the File purchased from the Service for the purposes below except for those listed in the following Restrictions and Prohibited Use. Note, however, that depending on the usage the user may be required to obtain separate permission to use and/or pay royalties for various rights including copyrights, design rights, portrait rights or trademark rights on the File itself or the subject featured in the File.

1) Advertising usage

- Free handouts: pamphlets, catalogues, leaflets, direct mail, flyers, give-aways
- menus, POPs, hanging banners, calendars
- Exhibition use: displays, symbol maps, pictographs
- Facilities (public, private): signs, maps, pictographs, signboards
- Newspaper: advertisements
- Books, mooks (magazine-books): advertisements
- Magazines: advertisements
- Free publications: advertisements

- Corporate websites: advertisements (banners)
 - Broadcasting industry such as TV (analog, digital broadcasting): advertisements
- 2) Use as a component in a work
- Newspaper: articles
 - Books, mooks: covers, articles
 - Magazines: covers, articles
 - Free publications: covers, articles
 - CD-ROM (processing/editing-use): packages, manuals, in CD-ROMs
 - Videos: packages, in videos
 - Musical pieces: packages, booklets, in CDs
 - Games software: packages, manuals, in games
 - Broadcasting industry such as TV (analog, digital broadcasting): programs (incl. reruns, video releases)
 - Commercial films: in films (incl. video releases)
 - Corporate websites: articles
 - For educational materials: data, figures/illustrations
- 3) For private use or for internal company use and presentations
- Personal printing such as New Year's greeting cards, Christmas cards
 - Personal websites
 - Materials for project proposals or presentations

■Restrictions

The user shall not:

1. make a copy or copies of the File, except when it is necessary to use the File on only one computer or to use the File as described above;
2. use the File to provide a download service on the Internet (including greeting card services);
3. use the File as the principle component of commercial products including postcards, calendars and stickers;
4. use the File for production and sale or production services of postcards, name cards or illustrations; or

5. use the File in any image (visual identity) representing a product, service or a campaign of any specific business entity (use File as a feature in promotional activities generally requiring significant investment).

⊗ A separate license is required if intended usage is listed under Restrictions. For details, please contact us.

■ Prohibited Use

The user is strictly prohibited from:

1. transferring a license based on these licensing conditions to a third party, or having a third party use the File on loan or otherwise;
2. using the File without processing or editing;
3. using the File without combining with other materials;
4. misusing the File to produce and sell similar services or similar products;
5. using the File for a logo of any specific business entity or in a character which represents the corporate philosophy (corporate identity); or
6. using the File for a purpose that is offensive to public order and morals, or for the purpose of slander or defamation; or use in a manner that may deny or damage the inherent characteristics of the subject featured in the File.

■ Terms and Conditions of Licensing

1. Upon violation of these licensing conditions by the user, the license granted to the user shall be revoked without notice immediately, and he or she will not be permitted to use the File.
2. At any time during the term of this Agreement, the Company may notify the user that the use of the File, for which the license has been granted under these licensing conditions, has been restricted or terminated, by giving the user a notice in a form determined by the Company (the "Notice"). The license granted to the user by the Company shall be withdrawn immediately upon the issuance of such Notice.

■ **Copyrights and Other Intellectual Rights**

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■ **Disclaimers**

1. If the File is purchased by downloading, there can be no exchange, return, or cancellation of purchase, unless the File cannot be used due to any defect attributable to the Company, such as any damage detected in the File itself that is stored in the Company's server.
2. The Company and the author(s) who have granted the Company the use of the File shall provide no guarantee of any kind, including any guarantee that the File does not infringe upon the rights of a third party, or that the File is marketable or suitable for specific purposes.
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