

# End-User License Agreement

This End-User License Agreement (“EULA”) establishes the terms and conditions between the “User” (as defined below) and the CRIMSON TECHNOLOGY, Inc. (“CRIMSON”) regarding the use of the “Product” (as defined below).

At the point of agreement at the time of installing and launching the Product, the User should be considered that all contents of the description of EULA is agreed. If the User is a minor, it is deemed that the legal representative such as a guardian, a custodian, etc. agreed to all contents of EULA.

Please read this EULA carefully before using the Product. If the User does not agree, the User should delete the Product by himself / herself. In using the Product, various terms specified by each store are also applicable as well as EULA. In the case where another agreement with CRIMSON has already been concluded instead of EULA for an upgrade or commercial version related to all or part of the Product, another agreement shall prevail over EULA unless otherwise noted.

In addition, EULA shall specify the handling of the Product and the Voice Conversion Model (as defined below), and EULA shall not specify the use of the Character (as defined below). Use of Character is subject to laws and regulations and Character Usage Guideline (“Guideline”) which is linked below.

Character Usage Guideline

<https://crimsontech.jp/works/rcvoice/guideline/?lang=en>

## Section 1. Definition

- (1) "User" means the end-user who uses the Product regardless of corporation or individual.
- (2) “Software” means the application software “Voidol” provided by CRIMSON including any related upgrade version or modification version.
- (3) “Voice Conversion Model” means voice analysis data for each Character referred to in order to convert voice, which is included in the Software or purchased from a sales site authorized by CRIMSON.
- (4) “Product” means a combination of the Software, the Voice Conversion Model and the Attached Audio File.
- (5) “Converted Voice” means any voice output generated by using the Product.
- (6) "Character" is an abstract concept in which the appearance features are expressed by the work such as an illustration or image displayed on the screen by the Product.

(7) "Attached Audio File" means the audio data such as sound samples or demo songs, attached to "Voidol" (including the upgraded or modified versions) .

\* Attached Audio File is not included in the bundled version.

## **Section 2. Terms of Service**

CRIMSON shall grant the User the right to use the Product and Converted Voice non-exclusively, non-assignable, and without sublicense right, subject to the User's compliance with EULA and the Guideline.

## **Section 3. Requirement for the Additional Permission**

CRIMSON shall permit individuals (corporations are not contained) to use the Converted Voice only for non-commercial purpose.

For some Character, the restrictions on the usage shall be exempted according to the Guideline.

Please make sure to check the Guideline for each Character's license range.

If the User wish to use the Converted Voice in any of the following ways or purposes, it is necessary to make another license agreement separately. In that case, please Inquire to "Contact" attached to the bottom of EULA.

(1) In the case where individuals use the Converted Voice for commercial purposes.

### **【Note】**

Each character has different terms of use, so please check the Article 4 of the Guidelines for details. (<https://crimsontech.jp/works/rcvoice/guideline/?lang=en>)

For the Converted Voice generated with some of the Voice Conversion Models and the Converted Voice generated by Voidol2 SYNTH mode, it can be considered non-commercial even if an individual uses it in the following ways.

- (a) Using the Converted Voice as narration of video works distributed on video sharing sites.
- (b) Getting profit from affiliate in the above case (a).
- (c) Getting profit from social tipping in the above case (a).

- (d) Using the Converted Voice in pay channels made by individuals.
- (e) Selling or Distributing the Secondary Works which use CRIMSON's Characters and the Converted Voice for the purpose of recovering the costs.

In the case that the Converted Voice is used in the above ways , we would appreciate it if you could credit the Voice Conversion Model you used.

- (2) In the case where corporations use the Converted Voice for commercial and non-commercial purposes.
- (3) In the case where the Converted Voice is used commercially for any of the following usage, coupled with the Product name "Voidol" or each Character's name or other similar expression ("Contract Representation").
  - (a) Selling products on which name(s) are credited as voice actor, singer, artist, musical instrument and the like, together with the Contract Representation.
  - (b) Selling products / services of which the Contract Representation are indicated, in all advertising activities such as packaging and promotional materials.
  - (c) Audiovisual works with Contract Representation shown in end-title roll or otherwise visible to the public.
- (4) In the case where the User uses the Converted Voice commercially as telephone ringtones or as audio alerts or signals in telephone or telecommunication equipment, except when used in combination with other musical instruments or sounds within a musical composition.
- (5) In the case where the User uses the Converted Voice as built-in voice or sound for consumer electronics merchandise, robots, car navigation system, gambling machines, musical instruments, computer software, game software, or any other hardware and software system.
- (6) In the case where the User uses the Converted Voice in such a way that it can be taken as if the Character in commercial video works are singing or performing. (including but not limited to animations, commercial films, games etc.)
- (7) In the case where the User uses the Converted Voice for purposes or forms that CRIMSON deems commercial use. (not limited to cases referred above.)

#### **Section 4. Prohibited Uses**

The following usage of the Product are prohibited hereunder.

- (1) To publish or distribute in any manner the Converted Voice which includes content against public policy.

- (2) To publish or distribute the Converted Voice which might violate the publicity or other personal rights of any third party including the original voice actor of the Voice Conversion Model.
- (3) To use, publish, or distribute Converted Voice in the expressions (Including all forms such as image, image, three-dimensional modeling, etc.) that violates the law, EULA or Guideline
- (4) To engage in reverse engineering, disassembling, decompiling or otherwise deriving a source code form of the Product by any method whatever.
- (5) To duplicate, transmit, distribute, modify, rent, translate, adopt, change the Product or combine the Product with other software.
- (6) To re-license or transfer the right to use the Product under EULA to a third party.
- (7) To remove, alter or make it illegible copyright notices on the Product.
- (8) To breach any terms and conditions of EULA, Guideline and Laws.
- (9) To act in violation of EULA, or laws and ordinances.
- (10) Secondary use of the Attached Audio File for purposes that CRIMSON deems inappropriate, such as publishing or redistributing the audio data as one's own work.
- (11) Any other actions that CRIMSON deems inappropriate.

### **Section 5. Violation**

In cases where the User is found to be in violation of EULA, CRIMSON will cancel the license of the Product, and, if CRIMSON deems it necessary, CRIMSON shall take measures against the User, including the following measures/disposal which CRIMSON deems necessary. In addition, CRIMSON is not responsible for any disadvantage or damage to the User caused by these dispositions.

- (1) To stop acts etc. violating these Terms of Use, stop similar acts etc. and request not to repeat the same act.
- (2) To disclose the violation facts inside or outside the service, including reporting to the police and other public agencies in cases where there is a possibility of falling under criminal cases, administrative cases or others
- (3) The User can not appeal the countermeasures against actions etc. that violate EULA conducted by CRIMSON under EULA.
- (4) In the event of damage to CRIMSON due to the User's actions, CRIMSON will be able to claim damages against that User.

### **Section 6. Disclaimer**

- (1) CRIMSON will not guarantee the completeness, accuracy, reliability, usefulness etc. of the contents of the Product and the Voice Conversion Model provided in relation to the Product.
- (2) CRIMSON will not assume any liability for damages of the User caused by using the Product.
- (3) CRIMSON will not be liable for any damages even if User gives damage to a third party through the use of the Product.
- (4) CRIMSON may change, stop or terminate the Product without notice to User. CRIMSON will not assume any responsibility for damage caused by the User or third parties caused by it.
- (5) In the unlikely event that CRIMSON or CRIMSON's employees are liable for any damages to the User, the scope of the liability for such damages is limited to the purchase price of the Product at a maximum regardless of the cause.

#### **Section 7. Governing Law and Jurisdiction**

- (1) EULA shall be interpreted in accordance with Japanese law and by Japanese law.
- (2) The first jurisdictional court of the dispute concerning EULA or the Product shall be the Tokyo District Court.

#### **Section 8. Termination**

EULA shall terminate automatically upon occurrence of any of the following events.

- (1) In the cases where the User violates any terms and conditions of EULA.
- (2) In the cases where the User destroy, erase and uninstall the Product and all the copies thereof in the User's possession.

Upon termination, User shall agree to destroy the Product and all the copies thereof in the User's possession.

Even if EULA get terminated, the sections 3 to 9 of EULA shall remain valid.

#### **Section 9. Revision of EULA**

- (1) CRIMSON should be able to revise EULA from time to time at CRIMSON's discretion in the following cases.

- (a) In the case where revision of EULA fits the general profit of User.
- (b) In the case where revision of EULA does not violate the purpose of EULA, and is reasonable in light of the necessity for the revision, the appropriateness of the contents after the revision, and other circumstances related to the revision.
- (2) In the case where CRIMSON revises EULA in accordance with the preceding paragraph, the Terms will be revised up to 14 days before the effective date of EULA after the change (this period may be shortened in case of an emergency). We will post on CRIMSON's website the date on which EULA are revised and the effective date of revision. If the User uses the Product after the effective date of EULA after the revision, the User shall be deemed to have agreed to the revision of EULA.
- (3) Regardless of the preceding paragraphs, if the contents of the revision require the consent of the User by law, the consent of the User shall be obtained by the method prescribed by CRIMSON.

### **Contact**

For inquiries regarding EULA or the Product, please contact the following:

Crimson Technology, Inc.  
voice@crimsontech.jp

**Effective date August 29, 2019**

**Correction date September 29, 2020**

**Correction date September 29, 2021**

**Correction date October 27, 2021**

**Correction date November 15, 2021**