

[Reference Translation]

The Japanese version of these Terms of Service is the original. Below is an English translation for your reference. If there is a discrepancy between the original Japanese version and the English translation, then the interpretation of the Japanese version of the contract takes precedence.

Current Terms	New Terms
<p>These Terms of Service (including supplementary Game Distribution Conditions at the end; hereinafter collectively "Terms of Service") apply to all interactions between Kadokawa Corporation (hereinafter "Our Company") and purchasers (including people installing this software on computers if distinct from purchasers; hereinafter "Users") of Our Company's product, Pixel Game Maker MV (hereinafter "This Software"). Users must read Terms of Service carefully before using This Software. When Users begin using This Software they are deemed to have agreed to Terms of Service.</p> <p>Furthermore, should Our Company establish conditions or cautions other than Terms of Service (hereinafter "Terms of Use") on the official website for This Software (http://tkool.jp; hereinafter "Official Site"), then Users will observe these as constituent parts of Terms of Service.</p> <p>Also, This Software uses the open source program "Qt". The conditions of Terms of Service do not apply to Qt, while the GNU Lesser General Public License applies. Refer to the end of Terms of Service for details.</p>	<p>These Terms of Service (including supplementary Game Distribution Conditions at the end; hereinafter collectively "Terms of Service") apply to all interactions between Gotcha Gotcha Games Inc. (hereinafter "Our Company") and purchasers (including people installing this software on computers if distinct from purchasers; hereinafter "Users") of Our Company's product, Pixel Game Maker MV (hereinafter "This Software"). Users must read Terms of Service carefully before using This Software. When Users begin using This Software they are deemed to have agreed to Terms of Service.</p> <p>Furthermore, should Our Company establish conditions or cautions other than Terms of Service (hereinafter "Terms of Use") on the official website for This Software (https://rpgmakerofficial.com/; hereinafter "Official Site"), then Users will observe these as constituent parts of Terms of Service.</p> <p>Also, This Software uses the open source program "Qt". The conditions of Terms of Service do not apply to Qt, while the GNU Lesser General Public License applies. Refer to the end of Terms of Service for details.</p>
<p>Article 1 (Installing)</p> <p>1. Users may install and use This Software only on one computer (hereinafter "User Device") that supports This Software.</p> <p>2. Notwithstanding the provisions of the previous clause, if the User personally owns multiple User Devices, and only if the User is a Legitimate User of This Software based on article 3 clause 1, the User may install This Software on a second device for personal use only, in addition to the one allowed by the previous clause. However, even in this case the User may not allow a third party to use This Software on either device.</p>	<p>Article 1 (Installing)</p> <p>1. Users may install and use This Software only on one computer (hereinafter "User Device") that supports This Software.</p> <p>2. Notwithstanding the provisions of the previous clause, if the User personally owns multiple User Devices, and the User may install This Software on a second device for personal use only, in addition to the one allowed by the previous clause. However, even in this case the User may not allow a third party to use This Software on either device.</p>
<p>Article 2 (Network Authentication)</p> <p>1. After installing This Software, Users will conduct Network Authentication. The method will be established separately by Our Company. However, if Users purchase This Software legally through Steam, the Network Authentication will be considered complete at the time of purchase.</p> <p>2. If Users do not complete the Network Authentication in the previous clause, then said Users acknowledge in advance that This Software cannot be launched or used.</p> <p>Article 3 (User Registration)</p> <p>1. When Users commence use of This Software, they will conduct user registration via a method which will be established separately by Our Company. After the user registration is complete, that User will be a Legitimate User of This Software (hereinafter "Legitimate User").</p> <p>2. Our Company will not provide any support to Users who have not completed the user registration in the previous clause.</p> <p>3. If Users purchase This Software legally through Steam, they will be Legitimate Users from the time of purchase, regardless of clause 1. Our Company will provide the same level of support for those Users as for Users who have completed the user registration.</p>	<p>[deleted]</p>

<p>Article 4 (Handling Personal Information)</p> <p>Our Company will appropriately handle personal information provided by Users according to Our Company's Privacy Policy (http://www.kadokawa.co.jp/privacy/).</p>	<p>Article 2 (Handling Personal Information)</p> <p>Our Company will appropriately handle personal information provided by Users according to Our Company's Privacy Policy (https://www.gotchagotcha.jp/privacy.html).</p>
<p>Article 5 (Licensing)</p> <p>Our Company consents to the following use of This Software only by Legitimate Users.</p> <p>1) This Software (including the computer programs which This Software is composed of) and resources recorded in This Software (text, music, and images; hereinafter "Company Resources") may be used to create original games (hereinafter "User Games"). Users will not record or use Company Resources for a game created using their own program or a game creation tool provided by a third party other than Our Company without prior written consent from Our Company.</p> <p>2) User Games created based on the previous paragraph may be transferred, loaned, screened, publicly transmitted, or transmitted (hereinafter "Distribution"), regardless of whether for compensation or otherwise. However, in this case the User must observe the game Distribution conditions in the supplementary provisions of This Contract.</p>	<p>Article 3 (Licensing)</p> <p>Our Company consents to the following use of This Software.</p> <p>1) This Software (including the computer programs which This Software is composed of) and resources recorded in This Software (text, music, and images; hereinafter "Company Resources") may be used to create original games (hereinafter "User Games").</p> <p>2) User Games created based on the previous paragraph may be transferred, loaned, screened, publicly transmitted, or transmitted (hereinafter "Distribution"), regardless of whether for compensation or otherwise. However, in this case the User must observe the game Distribution conditions in the supplementary provisions of This Contract.</p>
<p>Article 6 (Prohibitions)</p> <p>1. When using This Software, Users will observe the User obligations established in Terms of Service and Terms of Use (hereinafter collectively "Terms of Service, etc.") and use This Software in a reasonable and legal manner.</p> <p>2. When using This Software, Users must not act in any of the following ways.</p> <p>1) Actions which allow multiple Users to use This Software when installed on 2 User Devices, as per Article 1 Clause 2. Also, installation of This Software on 3 or more User Devices. However, educational facilities that require multiple licenses may apply to Our Company in advance to agree upon Terms of Use after separate negotiation and consent with Our Company.</p> <p>2) Actions which cancel This Software's security through bugs or problems, or by using This Software in a way not permitted by Our Company. Also, any and all attempts to create a derivative software, including, but not limited to alternation, modification, adaptation or deciphering of This Software.</p> <p>3) Actions which allow all or part of This Software to be reproduced, published, screened, loaned, sold, distributed, displayed, publicly transmitted, or transmitted, without prior written consent from Our Company. Also, actions which individually distribute computer programs which This Software is composed of (hereinafter referred to as "Company Programs") or Company Resources.</p> <p>4) Actions that violate Terms of Service, etc.</p> <p>5) Actions that cause damage to Our Company, other Users, or a third party, or that may do so.</p>	<p>Article 4 (Prohibitions)</p> <p>1. When using This Software, Users will observe the User obligations established in Terms of Service and Terms of Use (hereinafter collectively "Terms of Service, etc.") and use This Software in a reasonable and legal manner.</p> <p>2. When using This Software, Users must not act in any of the following ways.</p> <p>1) Actions which allow multiple Users to use This Software when installed on 2 User Devices, as per Article 1 Clause 2. Also, installation of This Software on 3 or more User Devices. However, educational facilities that require multiple licenses may apply to Our Company in advance to agree upon Terms of Use after separate negotiation and consent with Our Company.</p> <p>2) Actions which cancel This Software's security through bugs or problems, or by using This Software in a way not permitted by Our Company. Also, any and all attempts to create a derivative software, including, but not limited to alternation, modification, adaptation or deciphering of This Software. However, the handling of the software released by our company as open-source programs is subject to the terms of the license specified by our company. The license will be disclosed within the repository where the software is made public.</p> <p>3) Actions which allow all or part of This Software to be reproduced, published, screened, loaned, sold, distributed, displayed, publicly transmitted, or transmitted, without prior written consent from Our Company. Also, actions which individually distribute computer programs which This Software is composed of (hereinafter referred to as "Company Programs") or Company Resources.</p> <p>4) Actions that violate Terms of Service, etc.</p>

<p>6) Any other actions Our Company deems inappropriate.</p> <p>3. If a User violates these prohibitions, Our Company can take measures such as sending a warning. If a User violates these prohibitions and it causes damage to Our Company, the User will pay compensation for those damages.</p>	<p>5) Actions that cause damage to Our Company, other Users, or a third party, or that may do so.</p> <p>6) Any other actions Our Company deems inappropriate.</p> <p>3. If a User violates these prohibitions, Our Company can take measures such as sending a warning. If a User violates these prohibitions and it causes damage to Our Company, the User will pay compensation for those damages.</p>
<p>Article 7 (Vested Rights)</p> <p>1. Copyrights, related rights, and other intellectual property rights related to This Software (including Company Programs and Company Resources) belong to Our Company or a third party recognized by Our Company.</p> <p>2. Copyrights, related rights, and other intellectual property rights related to User Games (excluding Company Programs and Company Resources) or resources created personally by a User (text, music, images, etc.) belong to the User who created the User Games and related resources.</p> <p>Article 8 (Disclaimer)</p> <p>1. Our Company bears no responsibility for damages to Users from using This Software or otherwise related to This Software, except in cases of willful or gross negligence by Our Company.</p> <p>2. If Our Company bears responsibility according to the previous clause, the compensation Users can demand for damages is limited to the actual expense to the User for the purchase price of This Software, except in cases of bad faith or gross negligence by Our Company, or by a representative or employee of Our Company. Furthermore, damages in this case are limited to real, direct and normal damages to the User. Our Company bears no responsibility for special damages, indirect damages, lost profits, legal fees, or any similar damages.</p> <p>3. Our Company will take care to maintain the reliability of This Software, but does not guarantee the following content in any circumstances. Users personally bear the responsibility and burden of using This Software.</p> <p>1) Compatibility of This Software with specific goals.</p> <p>2) Certain and stable operation of This Software.</p> <p>4. Our Company bears absolutely no responsibility in relation to trouble or disputes with third parties due to use of This Software or creation or Distribution of User Games.</p> <p>Article 9 (Assignment of contractual standing based on Terms of Service, etc.)</p> <p>If Our Company transfers business (including due to transfer of business or stocks, mergers, divisions, or any other reason) relating to This Software to a third party, all rights, obligations, and contractual standing based on Terms of</p>	<p>Article 5 (Vested Rights)</p> <p>1. Copyrights, related rights, and other intellectual property rights related to This Software (including Company Programs and Company Resources) belong to Our Company or a third party recognized by Our Company.</p> <p>2. Copyrights, related rights, and other intellectual property rights related to User Games (excluding Company Programs and Company Resources) or resources created personally by a User (text, music, images, etc.) belong to the User who created the User Games and related resources.</p> <p>Article 6 (Disclaimer)</p> <p>1. Our Company bears no responsibility for damages to Users from using This Software or otherwise related to This Software, except in cases of willful or gross negligence by Our Company.</p> <p>2. If Our Company bears responsibility according to the previous clause, the compensation Users can demand for damages is limited to the actual expense to the User for the purchase price of This Software, except in cases of bad faith or gross negligence by Our Company, or by a representative or employee of Our Company. Furthermore, damages in this case are limited to real, direct and normal damages to the User. Our Company bears no responsibility for special damages, indirect damages, lost profits, legal fees, or any similar damages.</p> <p>3. Our Company will take care to maintain the reliability of This Software, but does not guarantee the following content in any circumstances. Users personally bear the responsibility and burden of using This Software.</p> <p>1) Compatibility of This Software with specific goals.</p> <p>2) Certain and stable operation of This Software.</p> <p>4. Our Company bears absolutely no responsibility in relation to trouble or disputes with third parties due to use of This Software or creation or Distribution of User Games.</p> <p>Article 7 (Assignment of contractual standing based on Terms of Service, etc.)</p> <p>If Our Company transfers business (including due to transfer of business or stocks, mergers, divisions, or any other reason) relating to This Software to a third party, all rights, obligations, and contractual standing based on Terms of Service, etc. and Legitimate Users' registered information can be transferred</p>

Service, etc. and Legitimate Users' registered information can be transferred along with the transferred business. Users give prior consent without protest to this article.

Article 10 (Changes to Terms of Service, etc.)

Our Company can change Terms of Service, etc. without consent from Users. In this event, Our Company will announce the changes on the Official Site at least 1 month before the changes take effect. The changes will take effect from the date specified by Our Company on the Official Site.

Article 11 (Interpretation of Terms of Service, etc.)

The Japanese version of Terms of Service, etc. is the original. Any other translations are for reference only. If there is a discrepancy between the original Japanese version and a translation, then the interpretation of the Japanese version of the contract takes precedence.

Article 12 (Governing Law)

Terms of Service, etc. are based on Japanese federal law and will be interpreted according to Japanese federal law.

Article 13 (Jurisdiction by Agreement)

If any litigation or arbitration arises out of use of This Software or interpretation or application of Terms of Service, etc., Users agree that the Tokyo District Court of Japan will have exclusive jurisdiction of the first instance.

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Supplementary Provision 1: These terms shall come into effect on July 24, 2018.

Supplementary Provision 2: These terms shall be amended as of December 27, 2023, and the amended version shall come into effect on January 27, 2024

[Supplementary Provisions] Game Distribution Conditions

These User Distribution conditions (hereinafter "These Conditions") are established for the creation and distribution of User Games by Legitimate Users via This Software. Users will observe These Conditions, which collectively constitute one agreement with Terms of Service. Also, the definitions of terminology used in These Conditions are the same as those defined in Terms of Service, unless otherwise stated.

Article 1 (Conditions for Distribution)

1. Users can distribute User Games only when the following conditions are fulfilled.

- 1) They are Legitimate Users of This Software.
- 2) The User Game does not infringe upon a third party's rights (copyrights, trademarks, reputation, rights to use one's likeness, etc.) or interests, and there is no likelihood that it will.
- 3) The User game is not infected with a computer virus and no harmful programs (including acts of spam), such as computer viruses, are being sent using the User Game.

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- 3) The User game is not infected with a computer virus and no harmful programs (including acts of spam), such as computer viruses, are being sent using the User Game.

<p>4) The User Game does not violate any laws, ordinances, regulations, commands, public orders or morals, and there is no likelihood that it will.</p> <p>5) The User Game does not violate Terms of Service, etc.</p> <p>6) The User has not acted in any other way Our Company deems inappropriate.</p> <p>2. Users bear the responsibility and expense for creation and distribution of User Games and will cause no trouble for Our Company.</p>	<p>4) The User Game does not violate any laws, ordinances, regulations, commands, public orders or morals, and there is no likelihood that it will.</p> <p>5) The User Game does not violate Terms of Service, etc.</p> <p>6) The User has not acted in any other way Our Company deems inappropriate.</p> <p>2. Users bear the responsibility and expense for creation and distribution of User Games and will cause no trouble for Our Company.</p>
<p>Article 2 (Handling Company Resources)</p> <p>Users will handle Company Resources that are recorded in This Software according to the following.</p> <p>1) Company Resources will only be used for User Games created with This Software.</p> <p>2) Changes (color changes, size changes, flipping, trimming, etc.) to Company Resources will only be made for the purpose of User Games created with This Software.</p> <p>3) Company Resources and Company Resources that have been changed based on the previous paragraph will undergo Distribution together with User Games created with This Software. Furthermore, Distribution of Company' Resources and Company Resources that have been changed is only permitted via User Games created with This Software. Distribution of Company Resources and Company Resources that have been changed is not permitted independently or in combination with programs other than a User Games. However, Users may reproduce, transfer, publicly transmit, or transmit Company Resources that they have personally changed, to other Legitimate Users free of charge.</p>	<p>Article 2 (Handling Company Resources)</p> <p>Users may distribute Company Resources and modified (color changes, size changes, flipping, trimming, etc.) Company Resources with User Games.</p> <p>Furthermore, Distribution of Company' Resources and Company Resources that have been modified is only permitted via User Games. Distribution of Company Resources and Company Resources that have been modified is not permitted independently or in combination with programs other than a User Games. However, Users may reproduce, transfer, publicly transmit, or transmit Company Resources that they have personally modified, to other Users free of charge.</p>
<p>*Sample games with recording materials for which paid use forbidden (Published on 12/23/2019)</p> <p>The following sample game contains assets for which use in the creation of paid games is forbidden.</p> <p>These assets may only be used to create free games.</p> <ul style="list-style-type: none"> • DUNGEON OF NAZARICK • LA-MULANA2 SAMPLE 	<p>*Sample games with recording materials for which paid use forbidden</p> <p>The following sample game contains assets for which use in the creation of paid games is forbidden.</p> <p>These assets may only be used to create free games.</p> <ul style="list-style-type: none"> • DUNGEON OF NAZARICK • LA-MULANA2 SAMPLE • Steel Sword Story SAMPLE • KERO BLASTER SAMPLE
<p>Article 3 (Notifications to Users)</p> <p>Users will provide notice of or publish the following items to Users of User Games during Distribution.</p> <p>1) Clearly indicate that the User Game was created with This Software in an attached document (if there is no attached document, it should be in a help</p>	<p>Article 3 (Notifications to Users)</p> <p>Users will provide notice of or publish the following items to Users of User Games during Distribution.</p> <p>1) Indicate one of the following notations in an attached document (if there is no</p>

<p>file or a position where the User of the User Game can confirm it visually. This also applies to the following items.)</p> <p>2) Note the following rights in an attached document.</p> <p>-Notation of Rights: "©2018 KADOKAWA CORPORATION."</p> <p>3) Extraction and Distribution (whether compensated or otherwise) of Company Programs or Company Resources from a user game is prohibited.</p> <p>4) Extraction and alteration of Company Programs and/or Company Resources from a User Game is prohibited.</p> <p>5) Extraction (whether compensated or otherwise) of Company Resources from a User Game and usage of the aforementioned in an original game is prohibited.</p>	<p>attached document, it should be in a help file or a position where the User of the User Game can confirm it visually. This also applies to the following items.)</p> <p>"Made with Pixel Game Maker MV"</p> <p>"Made with アクションゲームツクールMV"</p> <p>2) Note the following rights in an attached document.</p> <p>-Notation of Rights: "©2018 Gotcha Gotcha Games."</p> <p>3) Extraction and Distribution (whether compensated or otherwise) of Company Programs or Company Resources from a user game is prohibited.</p> <p>4) Extraction and alteration of Company Programs and/or Company Resources from a User Game is prohibited.</p> <p>5) Extraction (whether compensated or otherwise) of Company Resources from a User Game and usage of the aforementioned in an original game is prohibited.</p> <p>Supplementary Provision 1: This agreement shall come into effect on July 24, 2018.</p> <p>Supplementary Provision 2: This agreement shall be amended and come into effect on December 23, 2019.</p> <p>Supplementary Provision 3: This agreement shall be amended as of December 27, 2023, and the amended version shall come into effect on January 27, 2024</p>
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