

Terms of Use of UTAU Voicebanks and Avatars affiliated with Brox Studio / Yume伟(YumeWei)

1. Introduction

This document outlines the terms of use of UTAU voicebanks and its associated avatars created by Brox Studio or affiliated with Brox Studio. By downloading and using this voicebank, you agree to comply with these terms and all applicable laws, including the European Union (EU) *Copyright Directive* and Germany's Copyright law (*Urheberrechtsgesetz UrhG*).

2. Ownership, Copyrights and Intellectual Property Rights

- The voicebanks, including its audio files, configuration files, and associated avatar, is the intellectual property of the creator “Yume伟” (real name: Steffen Lai) and “Brox Studio”.
- These works are protected under the *Urheberrechtsgesetz* (UrhG) and EU copyright laws. Any violation of these rights, such as unauthorized use, reproduction, or distribution, may result in legal consequences.
- Under the UrhG (§§ 1, 2), the creator holds exclusive rights to the voicebank, including the right to determine its use, reproduction, and distribution.

3. Permitted Uses

You are permitted to use the voicebanks and associated avatars under the following conditions:

1. **Non-Commercial Use:**
 - The voicebanks may be used for personal or non-commercial projects, such as creating songs, covers, artworks and other creative works, provided proper credit is given to the creator.
2. **Commercial Use:**
 - Commercial use (e.g., monetized videos, music sales, or merchandise) requires explicit permission from the creator through a formal licensing agreement.
3. **Credit Requirement:**
 - All uses must include proper attribution. For example: *Felix by Yume伟* or *Felix by YumeWei*, *Felix by Brox Studio*.

4. **Modification:**

- Modifications for creative purposes (e.g., tuning, resampling, different outfits for art) are allowed, but redistribution of modified files (excluding self created non-AI art or artworks) is prohibited without prior consent of the creator.

4. Prohibited Uses

The following actions are strictly prohibited:

- **Unauthorized Reproduction and Distribution:** Redistributing the voicebank, modified or unmodified, without explicit written permission from the creator.
- **Infringement of Moral Rights:** Altering or using the voicebank or its avatar in a manner that harms the creator's reputation or intent.
- **Illegal Content:** Using the voicebank or character/avatar for defamatory, obscene, hateful, or unlawful purposes.
- **False Attribution:** Misrepresenting the ownership of the voicebank or its elements.
- **Artificial Intelligence:** The usage of the voicebank files and associated avatar is strictly prohibited for training artificial intelligence, machine learning models, or any related technologies.

5. User-Generated Content (UGC)

- Creators of works (e.g., songs, covers, art, fanart or videos) made using this voicebank retain rights to their original content but must respect the intellectual property rights of Yume伟 and Brox Studio.
- By creating UGC with this voicebank or avatar, you agree not to misrepresent its source or use it in ways that violate these terms or the Copyright Law.

6. Licensing Clarification

This voicebank is licensed under a custom non-commercial license and CC-BY-NC. Redistribution, resale, or derivative use without permission is prohibited. For commercial licensing, please contact Yume伟.

7. Disclaimer of Warranty

The voicebank is provided "as is," without any warranties. The creator is not liable for damages, losses, or legal claims arising from its use.

8. Liability and Indemnity

The creator is not liable for any damages, legal disputes, or losses resulting from the use or misuse of this voicebank. Users agree to indemnify and hold the creator harmless from any claims arising from violations of these terms or applicable laws.

9. Jurisdiction and Applicable Law

- These terms are governed by EU copyright regulations and Germany's Copyright law *Urheberrechtsgesetz*.
- Legal disputes will be subject to the jurisdiction of the courts in Germany, Osnabrück.

10. Enforcement of Copyright

- Under the *Urheberrechtsgesetz*, the creator retains exclusive rights (§§ 15-18 UrhG) to reproduce, distribute, and publicly display the voicebank and its associated avatar. Unauthorised use that deviates from the provisions of Section 3 (Permitted Uses) of this Terms of Use or infringement result in penalties, including fines and legal action.
- The creator reserves the right to take legal measures to enforce these rights, including issuing take-down notices and pursuing claims for damages.

11. Amendments to the Terms

These terms may be updated periodically to reflect changes in applicable laws or usage policies. Users are responsible for reviewing the latest version.

By downloading and using the voicebanks, you acknowledge and agree to these terms and confirm your compliance with the *Urheberrechtsgesetz* (UrhG) and other applicable EU copyright laws.

12. Contact Information

For inquiries regarding these terms, commercial licensing, or copyright issues, please contact: utauloidbremen@gmail.com