

## “Brother Creative Center”网站使用条款

---

“Brother Creative Center”网站及其相关服务和内容（定义见下文，下同）（统称“Creative Center”）由位于日本国爱知县名古屋市瑞穗区苗代町15-1号（邮编：467-8561）的日本兄弟工业株式会社（以下简称“兄弟公司”）开发和提供。

一旦（通过点击“是”、“接受”或“确认”按钮或在相应对话框中打勾）接受本使用条款，即表明您同意受本使用条款的所有条款和条件（“使用条款”）约束。如果您不同意受本使用条款约束，您将无权使用Creative Center。兄弟公司可决定随时修订或更新本使用条款。任何修订或更新的使用条款在上传至网站时立即生效。如果您使用或访问Creative Center上的任何服务或内容并开始使用Creative Center，即使该使用条款的修订或更新版本已上传至网站，仍视为您已同意该使用条款的修订或更新版本。

本使用条款仅管辖使用Creative Center的行为。链接至Creative Center并由兄弟公司、兄弟公司的关联公司或任何第三方托管或运营的任何其他网站受另行制定的条款和条件管辖。此外，当您从Creative Center下载某些内容时，可能会被要求接受其他条款和条件（包括但不限于《终端用户许可协议》规定的各项条款，以下简称“EULA”）。为了避免产生疑问，如果本使用条款与《终端用户许可协议》中针对某些内容制定的条款相冲突，则以《终端用户许可协议》为准。

在某些国家，有权使用特定内容的人员仅限于Brother Online网络服务的注册用户。如果您可以在您的居住国使用Brother Online在线网络服务，您可以通过以下方式使用该等内容：a) 注册和同意Brother Online使用条款和条件，以及 b) 登录Brother Online服务。

---

### 使用内容

在Creative Center上，兄弟公司为您提供各种内容、工具和资料，包括但不限于图形、图片、文本、蓝图、图纸、软件、标志等（统称“内容”）。兄弟公司或其第三方许

可方保留Creative Center所提供内容的全部知识产权（该等知识产权可能受版权法、外观设计法、商标法等知识产权法律保护）。兄弟公司授权您查看、使用、编辑内容和将内容下载至您的数码设备（包括但不限于个人计算机、平板电脑和智能手机，下同）。例如，您可以使用该等内容来制作贺卡、日历、名片、信笺抬头、传单、发票、纸制工艺品、海报、标签、信纸、简讯演示文稿等各种文件。本协议各项条款并非要限制和/或禁止您在办公室基于个人需求与非商业性之目的使用该等内容（只要您遵守《使用条款》及相应《终端用户许可协议》中规定的所有其他条款和条件），但是，不得以寻求或获取直接源自该等内容的任何金钱收入为目的出售、出租或以平台规定的确切格式向第三方分发内容。除非在《使用条款》、《终端用户许可协议》或强制性法律法规所规定的适用条款中明确被允许的情况下，**未经兄弟公司或该等内容相关知识产权拥有者的事先书面批准，不得以任何方式或经由任何途径全部或部分复制、发布、修改、演示、展示或公开传送该等内容的任何部分，不得利用该等内容的任何部分开发衍生产品。如果您对该等知识产权造成任何侵权，相关知识产权拥有者有权追究您的责任。**

---

## 用户信息的上传

如果您将您的资料（包括但不限于文本、图片、图形、装饰元素或消息，以下统称“用户信息”）上传至Creative Center，即表明您声明、保证和承诺：（i）您拥有或以其他方式取得第三方合法和适当授予的将该用户信息上传至Creative Center的所有必要权利（包括但不限于版权、商标权、个人信息使用权及所有相关许可权利）；（ii）并对所有使用该用户信息的行为承担全部责任。您进一步同意，任何使用、编辑和披露您上传至Creative Center的个人信息的行为均受下文中的“隐私权保护”部分的条款和条件约束。

---

## 用户信息的处理

您特此确认，在您使用Creative Center的过程中，您的用户信息将被临时保存在Creative Center的服务器上（链接至Creative Center或被Creative Center链接的任何第三方网站（“第三方链接网站”）除外），当您的访问和/或编辑过程结束后将立即被全部删除。依照适用的法律、规则、法规和条约，Creative Center的服务器归兄弟公司所有并由其进行管理。请注意，上传至第三方链接网站的用户信息将受该等网站的使用条款或隐私权政策约束，而不受本公司的《使用条款》、《终端用户许可协议》和《隐私权政策》（定义见下文）或任何其他相关条款和条件约束。

---

## 信息的使用

当您在您的数码设备上访问和使用Creative Center时，除了用户信息外，兄弟公司还可能会收集关于您的设备以及您对Creative Center的使用情况的信息，包括但不限于与您的浏览器类型有关的信息、操作系统信息、IP地址、浏览记录及任何其他相关数

据和信息。在未经您事先同意的情况下，兄弟公司不会将该等信息用于Creative Center改进、未来营销活动策划和产品规划以外的其他用途。

---

## 隐私权保护

兄弟公司尊重您的隐私权，并依照其隐私权政策的条款和条件及其发布的相关法律文件（统称“[隐私权政策](#)”）保护您的个人资料。当同意本使用条款时，即视为您同意隐私权政策规定的所有条款和条件。兄弟公司集团不会对外共享您的用户信息和数据。兄弟公司的总部位于日本，但任何向非欧洲经济区国家转让数据的业务均按照与数据保护有关的欧洲规则办理并相应地受该等规则约束。

兄弟公司将根据隐私权政策中的规定，使用您的个人数据。此外，尽管该隐私权政策规定了条款，但兄弟公司仍然也可以出于以下目的收集、使用和共享您的个人资料：(a) 用于我们的产品和网站开展各类分析、调查和问卷调查，以及 (b) 了解我们的客户和用户的特点和性质，以改进我们现有的产品和网站，并为未来开发产品和网站奠定基础。

---

## Cookie的使用

我们使用第三方工具（例如Google Analytics）提供的网络分析服务来追踪网站使用情况和活动。我们使用Cookie通过分配随机生成的客户端ID来区分用户，其用于追踪和计算网站分析报告的访问者、会话和广告系列数据。我们还可能使用第三方工具形成的受众特征和兴趣报告来帮助我们了解网站用户的受众特征和兴趣。在使用时，我们的网站和第三方供应商会一起使用第一方Cookie或其他第一方标识符，以及第三方Cookie或其他第三方标识符。您可以通过浏览器设置选项清除计算机上保存的所有Cookie，或使用浏览器的无痕浏览设置来访问我们的网站。您也可以随时访问Cookie设置修改此类设置。如果您不允许使用任何Cookie，请前往浏览器设置进行设置。

---

## 与其他网站的链接

第三方链接网站不受兄弟公司控制，因此，兄弟公司不对任何该等被链接网站的内容承担责任。兄弟公司仅出于您的使用方便而提供这些链接。兄弟公司在该网站中设置与某一网站的链接并不意味着兄弟公司认可该网站。您确认并同意，在此情况下，将适用该等网站上的所有条款和条件。

此外，请注意，Creative Center包含的某些超链接与兄弟公司的关联公司运营的某些网站连接。该等网站的外观设计与Creative Center的外观设计大体类似。但是，您确认并同意，当您使用该等网站时，您应当遵守该等网站上的任何条款和条件。

---

## 免责声明

兄弟公司已尽其最大努力在Creative Center中提供安全、准确、最新的信息。但是，就所提及信息的安全性、准确性、适当性或适销性，兄弟公司不给予任何形式的明示或暗示之保证或声明（包括但不限于对所上传用户信息不被第三方查看或者某特定内容适合某种用途或该等内容没有缺陷或不携带计算机病毒的保证或声明）。兄弟公司不对Creative Center中出现的任何信息错误或疏漏承担任何责任。无论何种情况，兄弟公司均不对任何争端、侵权行为、损失或损害承担任何责任，包括但不限于所上传用户信息的版权、您的数码设备损坏、数据丢失、利益损失、商业机会的丧失和业务的中断；兄弟公司也不对因使用Creative Center或因使用从Creative Center和与Creative Center链接的网站上获取的任何信息，或者因无法使用该等网站而导致的任何间接的、特别的、附带的、惩罚性的、惩戒性的或因此而导致的任何衍生性损失承担任何责任。敬请注意：兄弟公司有权对Creative Center中的任何内容进行删改，且毋须事先通知。如果您未能遵守本使用条款，兄弟公司随时可能终止您对Creative Center的使用。一旦使用被终止，您必须立即停止对Creative Center所含的服务和内容的任何使用。

---

## 商标

兄弟公司和“brother”标志 (\*) 均为日本兄弟工业株式会社在日本和其他一些国家的注册商标。Creative Center上展示的任何商号、产品名称、其他公司的标志、产品或服务都是它们各自拥有者的商标或注册商标。

---

## “brother”标志

The Brother logo, consisting of the word "brother" in a blue, lowercase, sans-serif font.

---

## 适用法律

本告知内容受日本国法律的管辖和约束。

---

## 咨询

如果您对Creative Center存有任何疑问或意见，请通过[此处](#)联系我们。

---

## [Appendix]

The Web Sites includes following font software (including but not limited to the Open-source Software). Brother utilized these font software in accordance with terms and conditions below.

**1. Google Fonts (Andika, Anonymous Pro, Great Vibes, Jura, Kaushan Script, Kurale, Lobster, Lora, Mouse Memoirs, Oranienbaum, PT Mono, PT Sans, PT Sans Narrow, PT Serif, Rubik, Rubik One, Russo One, Sacramento, Tillana, Underdog, Yeseva One)**

This Font Software is licensed under the SIL Open Font License, Version 1.1.

This license is copied below, and is also available with a FAQ at: <http://scripts.sil.org/OFL> (This link goes to the Web site of SIL International.)

-----  
SIL OPEN FONT LICENSE Version 1.1 - 26 February 2007  
-----

### PREAMBLE

The goals of the Open Font License (OFL) are to stimulate worldwide development of collaborative font projects, to support the font creation efforts of academic and linguistic communities, and to provide a free and open framework in which fonts may be shared and improved in partnership with others.

The OFL allows the licensed fonts to be used, studied, modified and redistributed freely as long as they are not sold by themselves. The fonts, including any derivative works, can be bundled, embedded, redistributed and/or sold with any software provided that any reserved names are not used by derivative works. The fonts and derivatives, however, cannot be released under any other type of license. The requirement for fonts to remain under this license does not apply to any document created using the fonts or their derivatives.

### DEFINITIONS

"Font Software" refers to the set of files released by the Copyright Holder(s) under this license and clearly marked as such. This may include source files, build scripts and documentation.

"Reserved Font Name" refers to any names specified as such after the copyright statement(s).

"Original Version" refers to the collection of Font Software components as distributed by the Copyright Holder(s).

"Modified Version" refers to any derivative made by adding to, deleting, or substituting

-- in part or in whole -- any of the components of the Original Version, by changing formats or by porting the Font Software to a new environment.

"Author" refers to any designer, engineer, programmer, technical writer or other person who contributed to the Font Software.

#### PERMISSION & CONDITIONS

Permission is hereby granted, free of charge, to any person obtaining a copy of the Font Software, to use, study, copy, merge, embed, modify, redistribute, and sell modified and unmodified copies of the Font Software, subject to the following conditions:

- 1) Neither the Font Software nor any of its individual components, in Original or Modified Versions, may be sold by itself.
- 2) Original or Modified Versions of the Font Software may be bundled, redistributed and/or sold with any software, provided that each copy contains the above copyright notice and this license. These can be included either as stand-alone text files, human-readable headers or in the appropriate machine-readable metadata fields within text or binary files as long as those fields can be easily viewed by the user.
- 3) No Modified Version of the Font Software may use the Reserved Font Name(s) unless explicit written permission is granted by the corresponding Copyright Holder. This restriction only applies to the primary font name as presented to the users.
- 4) The name(s) of the Copyright Holder(s) or the Author(s) of the Font Software shall not be used to promote, endorse or advertise any Modified Version, except to acknowledge the contribution(s) of the Copyright Holder(s) and the Author(s) or with their explicit written permission.
- 5) The Font Software, modified or unmodified, in part or in whole, must be distributed entirely under this license, and must not be distributed under any other license. The requirement for fonts to remain under this license does not apply to any document created using the Font Software.

#### TERMINATION

This license becomes null and void if any of the above conditions are not met.

#### DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE

USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

## 2. Google Fonts (Noto Sans, Noto Serif, Tinos)

This Font Software is licensed under Apache License Version 2.0.

-----  
Apache License Version 2.0, January 2004  
-----

<http://www.apache.org/licenses/> (This link goes to the Web site of The Apache Software Foundation.)

### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

#### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.<.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions,

annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

### **3. Google Fonts (Ubuntu, Ubuntu Condensed)**

This Font Software is licensed under the UBUNTU FONT LICENCE Version 1.0.

---

UBUNTU FONT LICENCE Version 1.0

---

#### **PREAMBLE**

This licence allows the licensed fonts to be used, studied, modified and redistributed freely. The fonts, including any derivative works, can be bundled, embedded, and redistributed provided the terms of this licence are met. The fonts and derivatives, however, cannot be released under any other licence. The requirement for fonts to remain under this licence does not require any document created using the fonts or their derivatives to be published under this licence, as long as the primary purpose of the document is not to be a vehicle for the distribution of the fonts.

#### **DEFINITIONS**

"Font Software" refers to the set of files released by the Copyright Holder(s) under this licence and clearly marked as such. This may include source files, build scripts and documentation.

"Original Version" refers to the collection of Font Software components as received under this licence.

"Modified Version" refers to any derivative made by adding to, deleting, or substituting -- in part or in whole -- any of the components of the Original Version, by changing

formats or by porting the Font Software to a new environment.

"Copyright Holder(s)" refers to all individuals and companies who have a copyright ownership of the Font Software.

"Substantially Changed" refers to Modified Versions which can be easily identified as dissimilar to the Font Software by users of the Font Software comparing the Original Version with the Modified Version.

To "Propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification and with or without charging a redistribution fee), making available to the public, and in some countries other activities as well.

#### PERMISSION & CONDITIONS

This licence does not grant any rights under trademark law and all such rights are reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of the Font Software, to propagate the Font Software, subject to the below conditions:

1) Each copy of the Font Software must contain the above copyright notice and this licence. These can be included either as stand-alone text files, human-readable headers or in the appropriate machine-readable metadata fields within text or binary files as long as those fields can be easily viewed by the user.

2) The font name complies with the following:

(a) The Original Version must retain its name, unmodified.

(b) Modified Versions which are Substantially Changed must be renamed to avoid use of the name of the Original Version or similar names entirely.

(c) Modified Versions which are not Substantially Changed must be renamed to both (i) retain the name of the Original Version and (ii) add additional naming elements to distinguish the Modified Version from the Original Version. The name of such Modified Versions must be the name of the Original Version, with "derivative X" where X represents the name of the new work, appended to that name.

3) The name(s) of the Copyright Holder(s) and any contributor to the Font Software shall not be used to promote, endorse or advertise any Modified Version, except (i) as required by this licence, (ii) to acknowledge the contribution(s) of the Copyright Holder(s) or (iii) with their explicit written permission.

4) The Font Software, modified or unmodified, in part or in whole, must be distributed

entirely under this licence, and must not be distributed under any other licence. The requirement for fonts to remain under this licence does not affect any document created using the Font Software, except any version of the Font Software extracted from a document created using the Font Software may only be distributed under this licence.

#### TERMINATION

This licence becomes null and void if any of the above conditions are not met.

#### DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.