Unity 中国资源商店用户服务条款及最终用户许可协议
Unity China Asset Store Terms of Service and EULA

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20260915 更新说明 Summary of Updates
订正全文交叉引用错误、文字讹误及格式问题和翻译问题。
Corrected cross-reference errors, typographical errors, and formatting issues and translation issues throughout the document.

欢迎您使用 Unity 中国资源商店（以下简称“本服务”）!
Welcome to use Unity China Asset Store (hereinafter referred as the “Service”)!

为使用本服务，您应当同意并遵守《Unity 中国资源商店用户服务条款及最终用户许可协议》、《Unity 中国资源商店个人信息处理规则》及其他适用的业务规则。请您务必审慎阅读、充分理解各条款内容，特别是限制或免除平台经营者责任的条款、对用户权利进行限制的条款、约定争议解决方式和司法管辖的条款，以及开通或使用某项服务的单独协议或规则。限制或免除责任条款限制或者其他涉及您重大权益的条款，可能以加粗、加下划线等形式提示您注意。
In order to use the Service, you shall agree to and abide by Unity China Asset Store Terms of Service and EULA, Unity China Asset Store Personal Information Processing Rules and other applicable business rules. Please read carefully and fully understand these terms and conditions, especially those that limit or exclude the liability of Unity China Asset Store, those that limit the rights of users, those that agree on dispute resolution and jurisdiction, and those that have separate agreements or rules for opening or using a particular service. Provisions limiting or exonerating liability or other provisions relating to your significant rights and interests may be brought to your attention in bold, underlined or other forms.

除非您已阅读、完全理解并接受本协议所有条款，否则您无权使用本服务。您点击“同意”，或您使用本服务，或者以其他任何明示或者默示方式表示接受本协议的，均视为您已阅读并同意签署本协议。本协议即在您与平台经营者之间产生法律效力，成为对双方均具有约束力的法律文件。
You are not authorized to use the Service unless you have read, fully understood and accepted all of the terms of this Agreement. By clicking "Agree", or by using the Service, or by any other express or implied acceptance of this Agreement, you are deemed to have read and agreed to sign this Agreement. This Agreement shall have the force of law between you and Platform Operator and shall be a binding legal document for both parties.

我们不面向不满 14 周岁的儿童提供服务，如您未满 14 周岁，请您立即停止使用并退出 Unity 中国资源商店。
如果您是未满 18 周岁的未成年人，或因其他因素而不具有完全民事行为能力，请在法定监护人（以下简称"监护人"）的陪同下阅读并判断是否同意本协议，并特别注意未成年人使用条款。

We do not provide services to children under the age of 14. If you are under 14 years old, please immediately stop using and exit the Unity China Asset Store.
If you are a minor under the age of 18 or otherwise do not have full civil capacity, please read and agree to this Agreement with a legal guardian ("Guardian") and pay particular attention to the terms of use for minors.

如果您是中国大陆地区以外的用户，您订立或履行本协议还需要同时遵守您所属和/或所处国家或地区的法律。
If you are a user outside of mainland China, your entry into or performance of this Agreement is also subject to the laws of the country or territory to which you belong and/or in which you are located.

1. 【协议范围】
【Scope of Content】
1.1
Unity 中国资源商店由优三缔科技（天津）有限公司及其关联方（“平台经营者”）拥有并运营。您使用 Unity 中国资源商店受这些资源商店服务条款（“条款”）的约束，您可以通过选中表示您接受这些条款。
Unity China Asset Store is owned and operated by You San Di Technology (Tianjin) Co., Ltd. and its affiliates ("Platform Operator"). Your use of the Unity China Asset Store is governed by a legal agreement between you and Platform Operator consisting of these Asset Store Terms of Service ("Terms") which you accept by checking the box indicating your acceptance of these Terms.

1.2
此外，您从 Unity 中国资源商店获得许可，该许可由平台经营者（但资源实际发布者可能属于不隶属于平台经营者的第三方（“提供商”））提供，且都将受平台经营者的标准最终用户许可协议（“EULA”）的约束，附录 1 是最终用户许可协议，您通过选中表示您接受这些条款的框来接受它作为这些条款的组成部分。
In addition you obtain a license from the Unity China Asset Store, which is provided by the platform operator (but the actual publisher of the resources may belong to a third party not affiliated with the platform operator ("Provider")), and all will be subject to standard Unity China Asset Store End User License Agreement ("EULA"), which is Appendix 1 to these Terms and which you accept as an integrated part of these Terms by checking the box indicating your acceptance of these Terms.
1.3
您可以使用 Unity 中国资源商店浏览、定位和下载资源（定义为 (i) 旨在促进电子应用程序和数字媒体开发的软件；以及 (ii) 内容（例如但不限于计算机图形、包括 3D 计算机图形、声音和音乐）、教程和其他创建的数字材料，以便成为电子应用程序和数字媒体的合并和嵌入组件）。您同意平台经营者不对您购买 Unity 中国资源商店以外来源的任何资源负责。 此外，某些资源可能会免费提供给您，而其他资源可能需要付费购买。您同意您全权负责与您在 Unity 中国资源商店上进行购买相关的所有费用。
You may use Unity China Asset Store to browse, locate, and download Assets (defined as (i) software designed in order to facilitate the development of electronic applications and digital media; and (ii) content (for example but without limitation to computer graphics, including 3D computer graphics, sounds and music), tutorials and other digital materials created in order to become

incorporated and embedded components of electronic applications and digital media). You agree that the Platform Operator is not responsible for your purchase of any assets from sources other than the Unity China Asset Store. Additionally, some Assets may be made available to you at no charge while other Assets may be purchased for a fee. You agree that you are solely responsible for all fees associated with purchases you make on the Unity China Asset Store.

1.4

平台经营者有权对本协议进行调整或补充。若您继续使用本服务的，则视为接受该等调整或补充，如果您不接受调整或补充，应立即停止使用该服务。

Platform Operator has the right to adjust or supplement this agreement. If you continue to use the service, it is deemed to have accepted the adjustment or supplement. If you do not accept the adjustment or supplement, you shall stop using the service immediately.

2. 【Unity 中国资源商店所提供的产品】

【Provision of the Unity China Asset Store】

2.1

您同意平台经营者可以自行决定（永久或暂时）停止向您或用户提供 Unity 中国资源商店（或 Unity 中国资源商店中的任何功能），而无需事先通知您。

You agree that Platform Operator may stop (permanently or temporarily) providing the Unity China Asset Store (or any features within the Unity China Asset Store) to you or to users generally at Platform Operator's sole discretion, without prior notice to you.

2.2

平台经营者可能会集成第三方支付服务，以方便您从 Unity 中国资源商店购买资源。 您理解并确认，支付服务由平台经营者之外具有合法资质的第三方提供，该等支付服务的使用条件和规范由支付提供方确定，与平台经营者无关。您同意遵守任何相关的第三方支付的服务条款或其他法律协议，这些协议都约束您对给定支付方式的使用。 您同意平台经营者保留自行决定添加或删除支付方式的权利，而无需通知您。

Platform Operator may integrate the third-party payment service to facilitate the purchase of Assets from the Unity China Asset Store. You understand and confirm that the payment service is provided by a legally qualified third party other than the platform operator, and the terms and specifications of such payment service are determined by the third party payment provider and have nothing to do with the Platform Operator. You agree to abide by any terms of service or other legal agreement of third party payment that governs your use of a given payment processing method. You agree that Platform Operator reserves the right to add or remove payment processing methods at its sole discretion and without notice to you.

2.3

平台经营者可能会在 Unity 中国资源商店上发现违反提供商与平台经营者之间的资源商店提供商协议或其他法律协议、法律、法规或政策的资产。您同意，在这种情况下，平台经营者保留要求从您控制的任何计算机或其他设备中删除此类资产的权利，并且您同意立即遵守此类要求。

From time to time, Platform Operator may discover an Asset on the Unity China Asset Store that violates the Asset Store Provider Agreement between a Provider and Platform Operator or other legal agreements, laws, regulations or policies. You agree that in such an instance Platform Operator

retains the right at its sole discretion to demand that such Asset is removed from any computer or other equipment under your control and you agree to promptly comply with such demand.

3. 【账号注册与使用】
【Account registration and usage】
3.1
您在使用 Unity 中国资源商店服务时可能需要注册一个账号（“Unity ID”）。该账号由平台经营者的相关公司合法拥有，并经您授权后可用于登录 Unity 中国资源商店。当您以前述已有账号登录使用 Unity 中国资源商店的，应保证相应账号已进行实名注册登记，并同样适用本协议中的相关条款。如因您违反第三方软件或平台限制导致您账号封禁而无法登陆本平台或使用您已购买的资源，平台经营者不承担任何责任。您完成上述手续后，即获得 Unity 中国资源商店账号的使用权，该使用权仅属于初始申请注册人，禁止赠与、借用、租用、转让或售卖或以其他方式许可他人使用该账号，您应谨慎合理地保存、使用其账号信息和密码。如果平台经营者发现或者有合理理由认为使用者并非账号初始注册人，为保障账号安全，平台经营者有权立即暂停或终止向该注册账号提供服务，并有权永久禁用该账号，但平台经营者不对非因平台原因导致的用户账号密码泄漏负责。
You may need to register an account (“Unity ID”) when using Unity China Asset Store. This account is legally owned by the related company of the Platform Operator and can be used to log in to the Unity China Asset Store with your authorization. When you logs in to use the Unity China Asset Store with the aforementioned existing account, you should ensure that the corresponding account has been registered with your real name, and the relevant provisions of this agreement are also applicable. If your account is banned due to your violation of third-party software or platform restrictions and you cannot log in to this platform or use the assets you have purchased, the Platform Operator will not bear any responsibility. After you complete the abovementioned procedures, you will obtain the right to use the Unity China Asset Store, and such right of use only belong to the initial applicant; gifting, lending, renting, transferring, or selling the account, or otherwise licensing its use to any third party, is prohibited. You shall exercise due care in storing and using your account information and password. If Platform Operator finds or has reasonable grounds to believe that the user is not the initial registrant of the account, in order to ensure the security of the account, Platform Operator has the right to immediately suspend or terminate the service provided to the registered account, and has the right to permanently disable the account, but the Platform Operator is not responsible for the leakage of user accounts and passwords due to reasons not caused by the platform. .

3.2
作为 Unity 中国资源商店服务的提供者，为使您更好地使用 Unity 中国资源商店的各项服务，保障您的账号安全，平台经营者有权要求您按照我国法律规定完成实名认证 。若您提交的材料或提供的信息不准确、不真实、不规范、不合法或者平台经营者有理由怀疑为错误、不实或不合法的资料，则平台经营者有权拒绝为您提供相关服务，您可能无法使用 Unity 中国资源商店互联网服务产品或在使用过程中部分功能受到限制。如因您未能完成实名认证或实名认证不符合规定而导致您无法使用您购买的相关资源的，平台经营者不承担任何责任。
As the service provider of Unity China Asset Store, in order to enable you to better use the various services of the Unity China Asset Store and ensure the security of the user's account, Platform

Operator has the right to require users to complete real-name authentication in accordance with the laws of our country. If the materials submitted by the user or the information provided are inaccurate, untrue, irregular, illegal or if Platform Operator has reason to suspect that it is wrong, false or illegal, Platform Operator has the right to refuse to provide relevant services to the user, users may not be able to use the Internet service products of the Unity China Asset Store or some functions may be restricted during use. If you fail to complete the real-name authentication or the real-name authentication does not meet the requirements and cause you to be unable to use the relevant assets you purchased, the Platform Operator shall not bear any responsibility.

3.3
您同意不通过平台经营者提供的界面以外的任何方式访问（或尝试访问）Unity 中国资源商店，除非您在与平台经营者的单独协议中被特别允许这样做。 您明确同意不通过任何自动化方式（包括不时使用脚本、爬虫或类似技术）访问（或尝试访问）Unity 中国资源商店。
You agree not to access (or attempt to access) the Unity China Asset Store by any means other than through the interface that is provided by Platform Operator, unless you have been specifically allowed to do so in a separate agreement with Platform Operator. You specifically agree not to access (or attempt to access) the Unity China Asset Store through any automated means (including use of scripts, crawlers or similar technologies from time to time).

3.4
您同意您不会参与任何干扰或破坏 Unity 中国资源商店（或连接到 Unity 中国资源商店的服务器、支付系统或网络）的活动。您同意您不会以干扰或破坏由平台经营者或任何第三方运营的任何服务器、支付系统、网络或网站的方式使用 Unity 中国资源商店中的任何资源。
You agree that you will not engage in any activity that interferes with or disrupts the Unity China Asset Store (or the servers, payment systems or networks which are connected to the Unity China Asset Store). You agree that you will not use any of the Assets found on the Unity China Asset Store in a way that interferes or disrupts any servers, payment systems, networks, or websites operated by Platform Operator or any third party.

3.5
除非在与平台经营者的单独协议中明确允许您这样做，并且除非最终用户许可协议允许，否则您同意您不会使用、复制、翻录、公开展示、公开执行、拷贝、修改、改编、翻译 、制作衍生作品、分发、转让、许可、再许可、出租、租赁、出借、出售、交易、转售或以其他方式商业化或货币化您出于任何目的从 Unity 中国资源商店获得许可的任何资源。
Unless you have been specifically permitted to do so in a separate agreement with Platform Operator and except as permitted under the EULA, you agree that you will not use, reproduce, duplicate, publicly display, publicly perform, copy, modify, adapt, translate, prepare derivative works of, distribute, transfer, license, sublicense, rent, lease, lend, sell, trade, resell, or otherwise commercialize or monetize any Asset that you have licensed from the Unity China Asset Store for any purpose.

3.6
您同意，对于您对 Unity 中国资源商店或任何资源的使用、您违反本条款规定的任何义务以及任何此类违反行为的后果（包括平台经营者可能遭受的任何损失或损害），您应自行负责

（平台经营者对您或任何第三方不承担任何责任）。
You agree that you are solely responsible for (and that Platform Operator has no responsibility to you or to any third party for) your use of the Unity China Asset Store or any Assets, any breach of your obligations under the Terms, and for the consequences (including loss or damage of any kind which Platform Operator may suffer) of any such breach.

3.7
您理解并同意，本平台上的资源属于数字化商品，均不适用七日无理由退货，法律法规另有规定的除外。
You understand and agree that the assets on this platform are digital products, and are not applicable to seven-day no-reason return, except as otherwise provided by laws and regulations..

4. 【知识产权】
【Intellectual Property】
4.1
您同意，平台经营者和/或第三方拥有 Unity 中国资源商店和通过 Unity 中国资源商店提供的资产的所有权利、所有权和利益，包括但不限于 Unity 中国资源商店和资产的所有适用知识产权。"知识产权 "是指世界上任何地方和任何时候产生的任何及所有知识产权（包括任何申请），包括专利、版权、商业秘密、技术诀窍、保密信息、企业名称和域名、计算机程序、商标、服务商标、商业名称、实用新型、设计权、半导体拓扑图权利、数据库权利、商誉或起诉假冒的权利，以及世界上任何及所有其他专有权利。你同意，你不会，也不允许任何第三方，
You agree that Platform Operator and/or third parties own all right, title and interest in and to the Unity China Asset Store and the Assets available through the Unity China Asset Store, including without limitation all applicable Intellectual Property Rights in the Unity China Asset Store and Assets. "Intellectual Property Rights" means any and all intellectual property rights wherever in the world and whenever arising (and including any application), including patent, copyright, trade secrets, know-how, confidential information, business names and domain names, computer programs, trademark, service marks, trade names, utility models, design rights, semi-conductor topography rights, database rights, goodwill or rights to sue for passing off, and any and all other proprietary rights worldwide. You agree that you will not, and will not allow any third party to,
(i) 对 Unity 中国资源商店或资产进行反编译、反向工程、反汇编或以其他方式试图获取源代码，除非另有许可。
(i) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Unity China Asset Store or the Assets, unless otherwise permitted,
(ii) 采取任何行动规避或破坏 Unity 中国资源商店或资源中的任何功能（包括但不限于数字版权管理或前置锁定功能）所提供、部署或执行的安全或内容使用规则。
(ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in the Unity China Asset Store or Assets,
(iii) 在违反任何法律或第三方权利的情况下，使用 Unity 中国资源商店或资源来访问、复制、转移、转码或转发内容，或
(iii) use the Unity China Asset Store or Assets to access, copy, transfer, transcode or retransmit

content in violation of any law or third party rights, or
(iv) 移除、掩盖或更改平台经营者或任何第三方的版权声明、商标或其他贴在 Unity 中国资源商店或资源中的专有权利声明。
(iv) remove, obscure, or alter Platform Operator's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Unity China Asset Store or Assets.

4.2
Unity 中国资源商店中所使用的 Unity 标志和商标的所有权利均归属 Unity Technologies。
All rights to the Unity logo and trademarks used in the Unity China Asset Store are owned by Unity Technologies.

5. 【侵权行为举报与投诉】
【Infringement report and complaint】
5.1
Unity 中国资源商店尊重每位用户的知识产权，也希望用户在使用本服务时可以遵守中国法律有关知识产权的规定。用户理解并同意，用户对其公开发布在 Unity 中国资源商店上的全部内容应系其原创，享有完整的、无瑕疵的知识产权或已经取得相关权利人的事先书面许可。如用户在 Unity 中国资源商店上发表的内容侵犯了第三方的著作权或其他权利，Unity 中国资源商店有权依照法律规定进行处理，如因此给 Unity 中国资源商店或相关第三方造成损失，用户应承担全部法律责任 。
Unity China Asset Store respects the intellectual property rights of each User and expects that the User will comply with Chinese law regarding intellectual property rights when using the Service. The User understands and agrees that the User has full and unblemished intellectual property rights or has obtained prior written permission from the relevant right holder for all content that is publicly posted on the Unity China Asset Store. If the content published on the Unity China Asset Store infringes the copyright or other rights of a third party, Unity China Asset Store shall have the right to deal with it in accordance with the law, and the user shall bear full legal responsibility for any damage caused to the Unity China Asset Store or the relevant third party as a result.

5.2
如果 Unity 中国资源商店发现或收到他人举报或投诉用户违反本协议有关约定的，Unity 中国资源商店有权在不通知涉嫌侵权的用户的情况下，对涉嫌侵权的内容及用户资料进行审查。Unity 中国资源商店有权根据实际审查情况按照法律规定对相关侵权内容采取删除、屏蔽、断开链接等处理措施，并有权对违规账号作出相应处理。如因此导致涉嫌侵权方无法使用其已购买的资源的，平台经营者不承担任何责任。
If Unity China Asset Store discovers or receives a report or complaint that a user has violated this Agreement, Unity China Asset Store has the right to review the allegedly infringing content and user information without notifying the allegedly infringing user, and Unity China Asset Store has the right to remove, block, or disconnect the infringing content in accordance with the law based on the actual review. Unity China Asset Store has the right to take appropriate action against the offending account. If the alleged infringing party cannot use the assets it has purchased, the Platform Operator shall not bear any responsibility.

5.3

如果权利人或其合法代理人发现 Unity 中国资源商店平台存在侵犯自身合法权益的内容，可以先尝试与内容发布作者取得联系，通过沟通协商解决问题。如权利人或其合法代理人无法联系到作者，或无法通过与作者沟通解决问题，权利人或其合法代理人可向 Unity 中国资源商店进行投诉。为了保证问题能够及时有效地处理，请务必提交真实有效、完整清晰的材料，否则投诉可能无法受理。投诉人需要向 Unity 中国资源商店提供的投诉材料包括：

If the right holder or his/her legal representative finds that there is content on the Unity China Asset Store that violates his/her legal rights, he/she may first try to contact the author of the content and resolve the problem through communication and negotiation. If the right holder or his/her legal representative cannot contact the author or cannot resolve the problem through communication with the author, the right holder or his/her legal representative may file a complaint with the Unity China Asset Store. In order to ensure that the problem can be dealt with in a timely and effective manner, please make sure to submit real, valid, complete and clear materials, otherwise the complaint may not be accepted. The complaint materials that the complainant needs to provide to the Unity China Asset Store include:

（1）权利人对涉嫌侵权内容拥有商标权、著作权和/或其他依法可以行使权利的权属证明，权属证明包括但不限于营业执照/商标注册证/著作权登记证书等；

Proof of ownership that the right holder has trademark rights, copyright and/or other rights that can be exercised according to law for the allegedly infringing content, proof of ownership including but not limited to business license/trademark registration certificate/copyright registration certificate, etc.;

（2）权利人的身份证明，身份证明可以是身份证或护照；

Identity certificate of the right holder, which could be ID card or passport;

（3）如果投诉人为权利人的合法代理人，除上述材料外，投诉人还应提供代表权利人进行投诉的书面授权证明及权利人的身份证明；

If the complainant is the agent of the right holder, in addition to the above-mentioned materials, the complainant shall also provide a written authorization to file a complaint on behalf of the right holder and proof of the identity of the right holder;

（4）为确保投诉材料的真实性，在侵权投诉中，权利人还需要签署以下法律声明：

In order to ensure the authenticity of the complaint material, the right holder is also required to sign the following legal declaration in the infringement complaint.

a.我本人为所投诉内容的合法权利人；

I am the legitimate right holder of the complaint content;

b.我投诉的发布在 Unity China Asset Store 中的内容侵犯了本人相应的合法权益；

The content posted in the Unity China Asset Store that I am complaining about violates my corresponding legitimate rights.

c.如果本侵权投诉内容不完全属实，本人将承担由此产生的一切法律责任，并承担和赔偿 Unity China Asset Store 因根据投诉人的通知书对相关账号的处理而造成的任何损失，包括但不限于 Unity 中国资源商店因向被投诉方赔偿而产生的损失及 Unity 中国资源商店名誉、商誉损害等。

If the content of this infringement complaint is not completely true, I will assume all legal responsibilities arising therefrom and assume and compensate Unity China Asset Store for any losses caused by the handling of the relevant account in accordance with the complainant's

notification, including but not limited to losses incurred by Unity China Asset Store as a result of compensation to the complained party and damage to Unity China Asset Store's reputation and goodwill.

（5）投诉邮箱：assetstore-support@unity.cn
Complaint email: assetstore-support@unity.cn

5.4
Unity 中国资源商店有权对用户使用服务和产品的情况进行审查和监督，如用户在使用服务时存在任何违反本协议规定的情形，Unity 中国资源商店有权要求用户限期改正或直接采取一切必要的措施（包括但不限于更改或删除用户发布的内容、暂停或终止用户使用服务和产品的权利等）以消除或减轻用户不当行为造成的影响。同时，Unity 中国资源商店作为网络服务提供者，对非法转载、虚假发布、盗版行为的发生不具备充分的监控能力，Unity 中国资源商店对用户在 Unity 中国资源商店提供的互联网服务产品中实施的此类侵权行为不承担法律责任，侵权责任概由实施方承担 。
Unity China Asset Store has the right to review and monitor the use of the Services and Products by the User, and if there is any violation of the provisions of this Agreement by the User in using the Services, Unity China Asset Store has the right to require the User to correct the situation within a certain period of time or directly take all necessary measures (including but not limited to changing or deleting the content posted by the User, suspending or terminating the User's right to use the Services and Products, etc.) to eliminate or mitigate the impact of the user's misconduct. At the same time, Unity China Asset Store, as an Internet service provider, does not have sufficient monitoring ability to monitor the occurrence of illegal reproduction, false publication and piracy, and Unity China Asset Store shall not be liable for such infringement acts committed by users in the Internet service products provided by Unity China Asset Store.
5.5
如果任何第三方侵犯了 Unity 中国资源商店用户的相关权利，用户同意授权 Unity 中国资源商店或其指定的代理人代表 Unity 中国资源商店自身或用户独立地对该第三方进行侵权行为监测、对侵权行为提出警告、投诉、发起行政执法、诉讼、进行上诉或 谈判和解，并且用户同意在 Unity 中国资源商店认为必要的情况下参与共同维权或签署、出具授权文件等相关材料。
If any third party violates the rights of a Unity China Asset Store user, the user agrees to authorize the Unity China Asset Store or its designated agent to independently monitor, warn, complain, initiate administrative enforcement, litigate, appeal, or negotiate settlements against such third party on behalf of the Unity China Asset Store itself or the user, and the user agrees to participate in joint defense of rights or to sign and issue authorization documents and other related materials as the Unity China Asset Store deems necessary.

6. 【用户行为规范】
【User Code of Conduct】
6.1.
您理解并同意，Unity 中国资源商店致力于为用户提供文明健康、规范有序的网络环境，您不得在本服务中复制、发布、传播如下干扰 Unity 中国资源商店正常运营，以及侵犯其他用户或第三方合法权益的内容，包括但不限于：

You understand and agree that the Unity China Asset Store is committed to providing users with a civilized, healthy, and orderly network environment, and that you may not copy, publish, or distribute the following content on the Service that interferes with the normal operation of the Unity China Asset Store or violates the legitimate rights of other users or third parties, including, but not limited to:

6.1.1. 发布、传送、传播违反国家法律法规禁止的内容：

publish, transmit, or disseminate content that violates national laws and regulations prohibiting:

（1）违反宪法确定的基本原则的；

Violation of the basic principles established by the Constitution;

（2）危害国家安全，泄露国家秘密，颠覆国家政权，破坏国家统一的；

Endangering national security, leaking state secrets, subverting state power, and undermining national unity;

（3）损害国家荣誉和利益的；

Damage to national honor and interests;

（4）煽动民族仇恨、民族歧视，破坏民族团结的；

Inciting ethnic hatred, ethnic discrimination, undermining national unity;

（5）破坏国家宗教政策，宣扬邪教和封建迷信的；

Undermining national religious policies and promoting evil cults and feudal superstition;

（6）散布谣言，扰乱社会秩序，破坏社会稳定的；

Spreading rumors, disturbing the social order and destabilizing the society;

（7）散布淫秽、色情、赌博、暴力、恐怖或者教唆犯罪的；

Dissemination of obscenity, pornography, gambling, violence, terrorism or abetting crime;

（8）侮辱或者诽谤他人，侵害他人合法权益的；

Insulting or defaming others, infringing on the legitimate rights and interests of others;

（9）煽动非法集会、结社、游行、示威、聚众扰乱社会秩序；

Inciting illegal assemblies, associations, marches, demonstrations, gatherings to disrupt social order;

（10）以非法民间组织名义活动的；

Activities in the name of illegal civil society organizations

（11）不符合社会主义制度、国家利益、公民合法利益、公共秩序、社会道德风尚和信息真实性要求的；

Not meeting the requirements of the socialist system, national interests, the legitimate interests of citizens, public order, social moral ethics and authenticity of information.

（12）含有法律、行政法规禁止的其他内容的。

Containing other content prohibited by laws and administrative regulations.

6.1.2.

发布、传送、传播侵害他人名誉权、肖像权、知识产权、商业秘密等合法权利的内容；

Release, transmission, dissemination of content that infringes on the reputation of others, portrait rights, intellectual property rights, trade secrets and other legal rights;

6.1.3.

涉及他人隐私、个人信息或资料的；

Involve others' privacy, personal information or data;

6.1.4.

发表、传送、传播骚扰、广告信息、过度营销信息及垃圾信息或含有任何性或性暗示的；

Publish, transmit, distribute harassment, advertising messages, excessive marketing messages and spam, or messages containing any sexual or sexually explicit content;

6.1.5.

其他违反法律法规、政策及公序良俗、社会公德或干扰 Unity 中国资源商店正常运营和侵犯其他用户或第三方合法权益内容的信息。

Other information that violates laws, regulations, policies, public order and morality, social morality, or interferes with the normal operation of the Unity China Asset Store and violates the legal rights and interests of other users or third parties.

7. 平台经营者服务与第三方资源和服务

【Platform Operator Services and Third Party Assets and Services】

7.1

资源的某些组件（无论由平台经营者或第三方开发）也可能受第三方软件许可证的约束。如果本协议书与任何此类许可证之间发生冲突，仅就这些组件而言，应以第三方软件许可证为准。

Some components of Assets (whether developed by Platform Operator or third parties) may also be governed by third-party software licenses. In the event of a conflict between this EULA and any such licenses, the third-party software licenses shall prevail with respect only to those components.

8. 【自动更新】

【Automatic Updates】

8.1

平台经营者和提供商的资源可能会不时与平台经营者服务器或提供商的服务器通信，以检查资源商店和资源的可用更新，如错误修复、补丁、增强功能、缺失的插件和新版本（统称为"更新"）。通过安装这些资产，您同意此类自动请求和接收的更新。 资源商店可能会与远程服务器进行连接，向平台经营者提供由服务提供商收集的匿名使用统计数据，平台经营者用于改进资源商店。资源商店还可能具有确认您遵守本协议条款的功能。

Assets originating from Platform Operator and Providers may communicate with Platform Operator servers or Providers' servers as the case may be from time to time to check for available updates to the Asset Store and the Assets, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). By installing these Assets, you agree to such automatically requested and received Updates. The Asset Store may make connections to remote servers to provide Platform Operator with anonymous usage statistics collected by service providers that Platform Operator uses to improve the Asset Store. The Asset Store may also have features that confirm your compliance with the terms of this Agreement.

9. 【赔偿条款】

【Indemnifications】

9.1

在法律允许的最大范围内，您同意为平台经营者、其附属机构及其各自的董事、高级职员、雇员和代理人辩护、赔偿并使其免受任何及所有索赔、诉讼、控告或程序，以及因您使用 Unity 中国资源商店（包括您许可、下载、安装或使用任何资产，或您违反这些条款）而引起或累积的任何及所有损失、责任、损害、成本和费用（包括合理的律师费）。

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless

Platform Operator, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Unity China Asset Store, including your licensing, downloading, installation, or use of any Assets, or your violation of these Terms.

10. 【合同终止】
【Termination】
10.1
这些条款将继续适用，直到您或平台经营者按以下规定终止。
These Terms will continue to apply until terminated by either you or Platform Operator as set out below.

10.2
如果您想终止这些条款，您可以通过停止使用 Unity 中国资源商店和从 Unity 中国资源商店下载的任何资源来实现。
If you want to terminate these Terms, you may do so by ceasing your use of the Unity China Asset Store and any Assets downloaded from the Unity China Asset Store.

10.3
在下列情况下，平台经营者可随时与您终止本条款：(a)您违反了本条款的任何规定；或(b)法律要求平台经营者这样做；或(c)平台经营者决定不再提供 Unity 中国资源商店。
Platform Operator may at any time, terminate these Terms with you if (a) you have breached any provision of these Terms; or (b) Platform Operator is required to do so by law; or (c) Platform Operator decides to no longer provide the Unity China Asset Store.

10.4
当这些条款结束时，您和平台经营者已经享有的所有法律权利、义务和责任（或在这些条款生效期间已经累积的权利、义务和责任），或表示将无限期地继续下去的权利、义务和责任，应不受这种停止的影响。
When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Platform Operator have benefited from, been subject to (or which have accrued over time whilst these Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

11. 【免责声明】
【Disclaimer of warranties】
11.1
您明确理解并同意，您使用 Unity 中国资源商店以及通过使用 Unity 中国资源商店下载或以其他方式获得的任何资源的风险由您自行承担，并且 Unity 中国资源商店是 "按原样 "和 "可用 "提供的，在适用法律允许的最大范围内没有任何形式的担保。特别是，平台经营者、其子公司、控股公司和关联公司以及其许可人不向您陈述或保证：
YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ASSET STORE AND ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF

THE UNITY CHINA ASSET STORE IS AT YOUR SOLE RISK AND THAT THE UNITY CHINA ASSET STORE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, PLATFORM OPERATOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) 您对资源的使用将满足您的要求，
YOUR USE OF THE ASSETS WILL MEET YOUR REQUIREMENTS,

(B) 您对资产的使用将是不间断的、及时的、安全的或没有错误的，
YOUR USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) 您因使用资产而获得的任何信息将是准确或可靠的，以及
ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND

(D) 提供给您的任何软件在操作或功能上的作为资源一部分的缺陷将得到纠正。
THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE ASSETS WILL BE CORRECTED.

11.2
您对 Unity 中国资源商店及通过使用 Unity 中国资源商店下载或以其他方式获得的任何资产的使用由您自行决定并承担风险，您对因此类使用导致的您的计算机系统或其他设备的任何损坏或数据丢失负全部责任。
YOUR USE OF THE UNITY CHINA ASSET STORE AND ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE UNITY CHINA ASSET STORE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

11.3
在适用法律允许的最大范围内，平台经营者进一步明确声明，对于通过 Unity 中国资源商店下载或以其他方式获得的任何资源以及 Unity 中国资源商店本身，不提供任何形式的明示或暗示的保证条款或条件，包括但不限于关于适销性、满意质量、特定目的适用性和非侵权性的任何暗示保证条款和条件。
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLATFORM OPERATOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE UNITY CHINA ASSET STORE AS WELL AS THE UNITY CHINA ASSET STORE ITSELF.

11.4
没有任何资源打算用于核设施、生命支持系统、紧急通信、飞机导航或通信系统、空中交通管制系统或任何其他此类活动的操作，在这种情况下，资源的故障可能导致死亡、人身伤害或严重的物理或环境损害。
NONE OF THE ASSETS ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11.5
Unity 中国资源商店将根据法律法规的要求对 Unity 中国资源商店网站上的商品、服务、广告等信息进行合理审核，但无法保证设置的外部链接的准确性和完整性，同时对于该等外部链接指向的不由 Unity 中国资源商店实际控制的任何网页上的内容，均不承担任何责任。
UNITY CHINA ASSET STORE WILL REASONABLY REVIEW THE INFORMATION ON THE UNITY CHINA ASSET STORE WEBSITE REGARDING GOODS, SERVICES AND ADVERTISEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF LAWS AND REGULATIONS, BUT CANNOT GUARANTEE THE ACCURACY AND COMPLETENESS OF THE EXTERNAL LINKS SET UP, AND DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CONTENT OF ANY WEB PAGES NOT UNDER THE ACTUAL CONTROL OF THE UNITY CHINA ASSET STORE TO WHICH SUCH EXTERNAL LINKS LEAD.

12. 【责任限额】
【Limitation of Liability】
12.1
平台经营者及其子公司、控股公司和其他关联公司根据本条款规定的所有案由和赔偿责任对您承担的全部责任，将限于您在过去六个月内就与争议有关的资源向平台经营者支付的金额。在任何情况下，平台经营者或其子公司、控股公司和其他关联公司均不对您因本条款或您使用资源商店或任何授权资产而引起的或与之相关的任何特殊的、偶然的、惩戒性的、惩罚性的或间接的损害（包括数据、业务、利润或执行能力的损失）或采购替代产品，从 Unity 中国资源商店许可、下载或以其他方式获得的费用负责，无论该等责任是基于合同、保证、侵权行为（包括过失）、严格责任或其他原因引起的任何索赔，以及无论平台经营者是否已被告知该等损失或损害的可能性。即使本协议中规定的任何有限补救措施被发现未能达到其基本目的，上述限制仍将继续存在并适用。
PLATFORM OPERATOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO PLATFORM OPERATOR BY YOU IN THE PAST SIX MONTHS FOR THE ASSETS RELATING TO THE DISPUTE. IN NO EVENT WILL PLATFORM OPERATOR OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES SHALL BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR

ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE ASSET STORE OR ANY ASSETS LICENSED, DOWNLOADED OR OTHERWISE OBTAINED FROM THE UNITY CHINA ASSET STORE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT PLATFORM OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.2
您明确理解并同意，平台经营者、其子公司、控股公司和附属公司及其许可人对您可能遭受的任何损失或损害不承担任何责任，包括但不限于由于（A) 您对任何广告的完整性、准确性或存在性的任何依赖，或由于您与任何开发者、广告商或赞助商之间的任何关系或交易的结果，其广告出现在资产或 Unity 中国资源商店中；(B) 平台经营者可能对资源或 Unity 中国资源商店做出的任何更改，或永久或暂时停止提供 Unity 中国资源商店或资源（或资源中的任何功能）； (C) 删除、损坏或未能存储您使用 Unity 中国资源商店或资产所维护或传输的任何内容和其他通信数据； 或 (D) 您未能提供准确的帐户信息；
YOU EXPRESSLY UNDERSTAND AND AGREE THAT PLATFORM OPERATOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF (A) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON THE UNITY CHINA ASSET STORE; (B) ANY CHANGES WHICH PLATFORM OPERATOR MAY MAKE TO THE ASSETS OR ON THE UNITY CHINA ASSET STORE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE UNITY CHINA ASSET STORE OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS); (C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE UNITY CHINA ASSET STORE OR THE ASSETS; OR (D) YOUR FAILURE TO PROVIDE PLATFORM OPERATOR WITH ACCURATE ACCOUNT INFORMATION;

12.3
本条款中的任何内容均不排除平台经营者、其子公司或附属公司对 (A) 因疏忽造成的死亡和人身伤害的责任；(B) 欺诈性虚假陈述；或 (C) 适用法律无法限制的任何其他责任。
NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR PLATFORM OPERATOR, ITS SUBSIDIARIES OR AFFILIATES FOR (A) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

13. 【个人信息保护】
【Personal Information Protection】
平台经营者将按照 Unity 中国资源商店上公布的《Unity 中国资源商店个人信息处理规则》收集、存储、使用、披露和保护您的个人信息，请完整阅读上述规则，以帮助您更好的保护您的个人信息。
Platform Operator will collect, store, use, disclose and protect your personal information in accordance with the Unity China Asset Store Personal Information Processing Rules posted on the Unity China Asset Store. Please read the above rules in full to help you better protect your personal information.

如果您是未满十八周岁的未成年人，请通知您的监护人共同阅读并确认《Unity 中国资源商店个人信息处理规则》，并在您使用服务、提交个人信息之前，寻求他们的同意和指导。
If you are a minor under the age of eighteen, please notify your guardian to jointly read and acknowledge the Unity China Asset Store Personal Information Processing Rules and seek their consent and guidance before you use the Services and submit personal information.

14. 【合同变更】
【Change of Terms】
14.1
平台经营者可能会不时地增加或改变条款的内容。当这些变化发生时，平台经营者将在 Unity 中国资源商店提供一份新的条款副本。
Platform Operator may add or make changes to the Terms from time to time. When these changes are made, Platform Operator will make a new copy of the Terms available at the Unity China Asset Store.

14.2
您理解并同意，如果您在条款变更后使用 Unity 中国资源商店和资产，平台经营者将把您的使用视为接受更新的条款。
You understand and agree that if you use the Unity China Asset Store and the Assets after the date on which the Terms have changed Platform Operator will treat your use as acceptance of the updated Terms.

15. 其他条款
【Miscellaneous】
15.1
本条款构成您与平台经营者之间关于您使用 Unity 中国资源商店和资产的完整法律协议，并完全取代您和平台经营者之前就 Unity 中国资源商店和资源达成的任何协议。各方确认，在签订本条款时，其并未依赖未明确包含在此处的任何陈述或声明。尽管条款中有任何其他规定，任何一方均不限制或排除欺诈性失实陈述的责任。
These Terms constitutes the whole legal agreement between you and Platform Operator regarding your use of the Unity China Asset Store and the Assets, and completely replace any prior agreements between you and Platform Operator in relation to the Unity China Asset Store and the Assets. Each party confirms that, in entering into the Terms it has not relied upon any representations or

statements not expressly incorporated herein. Notwithstanding anything else in the Terms, neither party limits or excludes liability for fraudulent misrepresentation.

15.2
您同意，如果平台经营者不行使或执行这些条款中包含的（或平台经营者根据任何适用法律享有的利益）任何合法权利或补救措施，这不会被视为对平台经营者权利的正式放弃，并且平台经营者仍将享有这些权利或补救措施。
You agree that if Platform Operator does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Platform Operator has the benefit of under any applicable law), this will not be taken to be a formal waiver of Platform Operator's rights and that those rights or remedies will still be available to Platform Operator.

15.3
如果对此事具有管辖权的任何法院裁定这些条款的任何规定无效，则该规定将从条款中删除，而不影响条款的其余部分。这些条款的其余规定将继续有效和可执行。
If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

15.4
您承认并同意，平台经营者所属公司集团的每个成员均应是这些条款的第三方受益人，并且此类其他公司应有权直接执行并依赖这些条款中赋予利益的任何规定对他们（或有利于他们的权利）。 除此之外，任何其他人或公司均不得成为这些条款的第三方受益人（无论是根据合同、法律或其他规定）。
You acknowledge and agree that each member of the group of companies with which Platform Operator is affiliated shall be third party beneficiaries to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms that confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to these Terms (whether pursuant to the contract, law or otherwise).

15.5
未经平台经营者事先书面批准，您不得转让或转移本条款中授予的权利。未经平台经营者事先书面批准，您也不得委托您在这些条款下的责任或义务。
The rights granted in the Terms may not be assigned or transferred by you without the prior written approval of Platform Operator. Nor shall you be permitted to delegate your responsibilities or obligations under these Terms without the prior written approval of Platform Operator.

15.6
无需您事先书面同意，平台经营者可转让或转移条款中授予的权利。此外，无需您的书面批准，平台经营者允许委托其在这些条款下的责任或义务。
The rights granted in the Terms may be assigned or transferred by Platform Operator without your prior written approval. In addition, Platform Operator shall be permitted to delegate its responsibilities or obligations under these Terms without your written approval.

15.7
这些条款以及您在这些条款下与平台经营者的关系应受中华人民共和国法律管辖，但不考虑其法律冲突规定。因本条款引起的或与之相关的任何争议，包括关于本条款的存在、有效性或终止的任何争议，均应由上海仲裁委员会根据上海仲裁委员会采用的简易仲裁程序规则安排简易仲裁解决，并且 在此类程序开始时有效。 尽管如此，您同意平台经营者仍可在任何司法管辖区申请禁令救济（或同等类型的紧急法律救济）。
These Terms, and your relationship with Platform Operator under these Terms, shall be governed by the laws of People's Republic of China without regard to its conflict of laws provisions. Any dispute arising out of or in connection with these Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by Shanghai Arbitration Commission in accordance with the rules of simplified arbitration procedure adopted by Shanghai Arbitration Commission and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that Platform Operator shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

附件 1
Appendix 1
资源商店最终用户许可协议
Asset Store End User License Agreement
1. 【协议各方/协议标的】
【Parties to the Agreement/The Subject Matter of the Agreement】
1.1
本 Unity 中国资源商店最终用户许可协议（"EULA"）是任何从 Unity 中国资源商店获得资源许可的个人或单一实体（"最终用户"）与许可人之间的非独家、具有法律约束力的最终用户许可协议。因此，本协议书是一份非排他性的、具有法律约束力的最终用户许可协议，协议中"许可人 "应指资源提供方：（1）平台经营者自营资源，为优三缔科技（天津）有限公司；（2）第三方资源，为该资源的提供商。
This Unity China Asset Store End User License Agreement ("EULA") is a non-exclusive, legally binding end user license agreement between any individual or a single entity ("END-USER") that acquires a license to an Asset from the Unity China Asset Store and Licensor. This EULA is therefore a non-exclusive, legally binding end user license agreement in which the term "Licensor" shall refer to the Asset Provider: (1) for assets sold directly by the platform operator, the provider is Yousandi Technology (Tianjin) Co., Ltd.; (2) for third-party assets, the provider is the respective provider of such asset.

1.2
通过安装、复制、访问、下载或以其他方式使用资产，最终用户同意接受本 EULA 条款的约束。所有条款的定义也应适用于本协议书，除非上下文明确规定有不同的理解。
By installing, copying, accessing, downloading or otherwise using the Assets, END-USER agrees to be bound the provisions of this EULA. All definitions of the Terms shall also apply in this EULA unless the context clearly provides for a different understanding.

1.3
本协议的标的是通过 Unity 中国资源商店将许可人的任何资产许可给最终用户。这些资源是

被许可的，而不是被出售的。
The subject matter of this EULA is the licensing to END-USER of any Assets from Licensor via the Unity China Asset Store. The Assets are licensed, not sold.

2. 【最终用户的权利和义务】
【END-USER's Rights and Obligations】
2.1
最终用户只能将许可资源用于其预定用途。
END-USER may use the licensed Assets only for their intended purpose.

2.2
2.2.1
非受限资源。以下只涉及非限制性资源。根据本协议规定的限制，许可人特此授予最终用户一个非独家的、不可转让的、全球性的、永久的资源许可：
Non-Restricted Assets. The following concerns only Assets that are not Restricted Assets: Subject to the restrictions set forth in this EULA, Licensor hereby grants to the END-USER a non-exclusive, non-transferable, worldwide, and perpetual license to the Asset solely:

(a)
将该资源，连同非通过 Unity 中国资源商店获得的大量原创内容，纳入电子应用程序或数字媒体，其目的、特征和功能超出资源的显示、性能、分发或使用（"许可产品"），作为该许可产品的嵌入式组件，从而使该资产不构成许可产品的实质部分；
to incorporate the Asset, together with substantial, original content not obtained through the Unity China Asset Store, into an electronic application or digital media that has a purpose, features, and functions beyond the display, performance, distribution, or use of Assets (“Licensed Product”) as an embedded component of that Licensed Product, such that the Asset does not comprise a substantial portion of the Licensed Product;

(b)
复制、公开展示、公开表演、传输和分发被纳入和嵌入该许可产品的资源；
to reproduce, publicly display, publicly perform, transmit, and distribute the Asset as incorporated and embedded in that Licensed Product;

(c)
将资源纳入实体广告材料，并复制、公开展示、公开表演、传输和分发纳入这些材料的资源，仅用于与许可产品有关的营销目的。
to incorporate the Asset into physical advertising materials and reproduce, publicly display, publicly perform, transmit and distribute the Asset as incorporated into those materials solely for marketing purposes with respect to the Licensed Product;

(d)
在许可产品内和在许可产品内使用的资源货币化，包括通过应用内购买；以及
monetize the Asset within and for use within a Licensed Product, including via in-app purchases;

and

(e)
除下文 2.2.1.1 规定的情况外，修改与（a）、（b）、（c）和（d）有关的资源。
except as set forth in 2.2.1.1 below, modify the Assets in connection with (a), (b), (c), and (d).

2.2.1.1
对许可的限制。 在不限制前述规定的情况下，最终用户不得也无权，
Limitations on License. Without limiting the foregoing, END-USER may not, and has no right to,

(a)
分担与购买资源有关的费用，然后让任何为该购买提供资金的第三方使用该资源（论坛集合），
share the costs related to purchasing an Asset and then let any third party that has contributed to such purchase use such Asset (forum pooling),

(b)
使许可产品的客户或用户能够出售、转让、分发、租赁或借出资源以获取商业利益，或将许可产品中的资源商业化。
enable a customer or user of a Licensed Product to sell, transfer, distribute, lease, or lend the Assets for commercial gain or commercialize Assets within a Licensed Product,

(c)
未经明确授权，在许可产品的主要目的是创建用户生成的内容时，将许可产品中的资源货币化。
without express authorization, monetize an Asset in a Licensed Product where the Licensed Product’s primary purpose is to create user-generated content,

(d)
使用、复制、公开展示、公开表演、拷贝、修改、改编、翻译、编制衍生作品、分发、转让、许可、分许可、出租、租赁、借出、出售、交易、转售或以其他方式将任何资源商业化或货币化，除非本协议明确允许。
use, reproduce, duplicate, publicly display, publicly perform, copy, modify, adapt, translate, prepare derivative works of, distribute, transfer, license, sublicense, rent, lease, lend, sell, trade, resell, or otherwise commercialize or monetize any Asset except as expressly permitted in this EULA.

(e)
如果该资源是一个软件开发工具包（"SDK"），除非有提供商的书面指示或授权（包括资源文件中的指示或授权），或在运行时将 SDK 纳入最终用户的许可产品，否则不得修改 SDK。
if the Asset is a software development kit (“SDK”), modify the SDK except as instructed or authorized by Provider in writing (including instruction or authorization in Asset documentation) or include the SDK within END-USER’s Licensed Product at runtime.

(f)

未经明确授权，将资源用于任何价值、所有权或合同权利的数字表示。
without express authorization, use Assets in any digital representation of value, ownership, or contractual rights.

2.2.2
受限资源。以下内容只涉及受限资源。受限资源的许可条款与其他资源不同。这些许可条款见于受限资源的附带材料（"受限资源条款"）。为明确起见，如果限制性资源条款与本协议不同，则以限制性资源条款为准；否则，本协议将继续适用。不允许有其他用途，而且最终用户不得使用、复制、公开展示、公开表演、传输、分发、分许可、租赁、出租或出借受限资源。在不限制前述规定的情况下，强调最终用户无权分担购买受限资源的相关费用，然后让任何为该购买提供资金的第三方使用该受限资源（论坛集合）。
Restricted Assets. The following concerns only Restricted Assets: Restricted Assets have license terms different from other Assets. Those license terms are found in the materials accompanying Restricted Assets ("Restricted Asset Terms"). For clarity, to the extent Restricted Asset Terms are different from this EULA, the Restricted Asset Terms will control; otherwise, this EULA will continue to apply. No other use is licensed or permitted and END-USER may otherwise not use, reproduce, publicly display, publicly perform, transmit, distribute, sublicense, rent, lease or lend Restricted Assets. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to purchasing a Restricted Asset and then let any third party that has contributed to such purchase use such Restricted Asset (forum pooling).

2.3
2.3.1
除扩展资源外，最终用户被授予在无限数量的计算机上安装和使用资源的许可，只要这些计算机属于最终用户。如果最终用户为资源选择了 "多实体 "层级，该许可授权将延伸至最终用户的任何关联公司，其中 "关联公司 "指就最终用户而言，直接或间接控制、受控于或与最终用户共同控制的任何实体，其中 "控制"、"受控于 "和 "共同控制 "是指 "多实体"。 其中，"控制"、"受其控制 "和 "共同控制 "是指通过一个或多个中介机构直接或间接地拥有指导或导致某人的管理或政策方向的权力，无论是通过拥有股权、投票权或其他利益。"关联公司 "也将包括最终用户的任何承包商，但该承包商的使用仅限于承包商受雇于最终用户的项目工作。
EXCEPT FOR EXTENSION ASSETS, END-USER is granted a license to install and use Assets on an unlimited number of computers provided that these computers belong to END-USER. If END USER chooses a “multi-entity” tier for an Asset, this license grant will extend to any Affiliate of END USER, where “Affiliate” means, with respect to END USER, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with END USER, where “Control,” “Controlled by,” and “under common Control with” mean possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of management or policies of a person, whether through ownership of equity, voting, or other interests; “Affiliate” will also include any Contractor of END USER, provided that such Contractor’s use is limited to work on the project for which Contractor is hired by END USER.

2.3.2
最终用户被授予单个席位许可，在最多两台电脑上安装和使用资源商店中被归类为 "编辑扩

展"、"脚本 "或 "服务 "的任何资源 （统称为 "扩展资源"）。为了避免疑问，扩展资源是以每个席位为基础授权的，不得在超过 2 台不同的计算机上共享或同时使用。作为一个例外，仅用于运行、测试或构建项目的扩展资产的构建场服务器和虚拟机实例不需要单独的席位许可证，也不构成在超过 2 台不同电脑上使用。

END-USER is granted a single seat license to install and use any Asset categorized in the Asset Store as an "Editor Extension" “Scripting”, or “Services” (collectively, “Extension Asset”) only on a maximum of 2 computers. For the avoidance of doubt, Extension Assets are licensed on a per seat basis and may not be shared or used concurrently on more than 2 different computers. As an exception, build farm servers and virtual machine instances used only for running, testing, or building projects with Extension Assets do not require separate seat license(s) or constitute use on more than 2 different computers.

2.4

一个最终用户可以根据第 2.2 条和第 2.3 条使用一项资源，并可以让第三方，包括任何 "以工代赈 "的承包商或 "自由职业者"（"承包商"），代表其在该资源上工作。然而，除了第 2.3.1 节规定的任何 "多实体 "资源外，任何为最终用户进行项目工作的承包商必须拥有其自身的资源许可，反之，要使用第 2.2 和 2.3 节规定的资源，每个人必须拥有其自身的资源许可，无论为其进行项目工作的承包商是否拥有其自身的资源许可。例如，作为承包商必须有一个扩展资源的席位许可证，而作为承包商雇佣者必须有一个扩展资产的席位许可证。

An END-USER may use an Asset under SECTIONS 2.2 and 2.3, and may have a third party, including any “work-made-for-hire” contractor or “freelancer” (“Contractor”), work on that Asset on its behalf. However, except for any “multi-entity” Assets under Section 2.3.1, any Contractor working on a project for an END-USER must have license(s) to its own to the Asset, and, conversely, to use an Asset under SECTIONS 2.2 and 2.3, a person must have its own license to the Asset, regardless of whether a Contractor working on a project for that person had its own license to that Asset. For example, a person who is a Contractor must have a seat license for an Extension Asset, and the person who is hirer of the Contractor must have a seat license for that Extension Asset.

2.5

服务 SDKs。如果最终用户下载并整合服务 SDK，最终用户可能需要接受许可人的最终用户协议和/或额外的许可人条款和条件来使用这些服务。

Services SDKs: If END-USER downloads and integrates Services SDKs, END-USER may be required to accept a Licensor end user agreement and/or additional Licensor terms and conditions to use such services.

2.6

最终用户应按照资源商店提供的支付程序或资源商店的其他指示支付资源的许可。最终用户在申请发票时应提供常规的帐单和税务信息，如姓名、帐单地址、和增值税号等。最终用户同意为所有购买行为付款，并在此授权通过平台经营者通过第三方在线支付处理间接收取该等款项（包括适用的税款）。为明确起见，您为资源向平台经营者支付的款项将满足您对资源的支付义务。订单完成后，将无法添加或更改增值税号（VAT）。如果您被引导到且使用第三方支付处理，您可能会受到该第三方服务的使用条款和条件以及该第三方的隐私政策的约束。在使用这些服务之前，请查阅该第三方的条款和条件以及隐私政策。

END-USER shall pay for the license to the Assets in accordance with the payment process provided

in the Asset Store or otherwise indicated by the Asset Store. END USER shall provide customary billing and tax information such as name, billing address, and VAT number when applying invoice. END USER agrees to pay for all purchases and hereby authorizes the collection of such amounts including applicable taxes by a third party online payment processor. For clarity, your payment to Platform Operator for an Asset will satisfy your payment obligation. VAT numbers cannot be added or changed after the purchase is completed. If you are directed to and use a third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Privacy Policy. Please review such third party's terms and conditions and privacy policy before using the services.

2.7

资源的某些组件（无论由平台经营者或第三方开发）也可能受适用的开源软件许可证的约束。如果适用的最终用户协议和任何此类开源软件许可证之间发生冲突，对于这些组件，应以开源软件许可证为准。

Some components of Assets (whether developed by Platform Operator or third parties) may also be governed by applicable open source software licenses. In the event of a conflict between the applicable EULA and any such open source licenses, the open source software licenses shall prevail with respect to those components.

2.8

您同意，对这些资源的任何修改或使用均不得：(a) 侵犯、盗用或违反第三方的专利、版权、商标、商业秘密、精神权利或其他知识产权，或公开权或隐私权；(b) 违反或鼓励会违反任何适用法律或法规的行为，或会引起任何形式的责任。(c) 具有欺诈性、虚假性、误导性或欺骗性；(d) 具有诽谤性、淫秽性、色情性、粗俗性或攻击性；(e) 宣扬歧视、偏执、种族主义、仇恨、骚扰或伤害任何个人或团体；(f) 宣扬暴力或威胁任何其他人的行动；或(g) 宣扬非法或有害活动或物质。

You agree that no modification or use of those Assets shall (a) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) promote violence or actions that are threatening to any other person; or (g) promote illegal or harmful activities or substances.

2.9

2.9.1

所有的销售都是终局的，除非在本协议中明确规定或法律要求，否则不得退款。

All sales are final, and there shall be no refunds except as expressly provided in this EULA or as required by law.

2.9.2

资源将在最终用户接受订单后立即提供下载，因此，最终用户的撤回权在接受订单后即被取消了。

Assets will be made immediately available for download upon an END-USER's acceptance of an order, and therefore END-USER's right of withdrawal is forfeited upon acceptance.

2.9.3
此外，最终用户在购买资源后的任何退款请求最终由平台经营者全权决定。
In addition, any END-USER's refund request is ultimately determined by the Platform Operator at its sole discretion.

2.9.4
任何符合 2.9.3 的退款都要经过平台经营者的人工审核，以评估是否可以退款。
Any refund in accordance with 2.9.3 are subject to a manual review by Platform Operator to assess whether a refund is possible.

2.10
在最终许可协议中，“受限资源”指根据本协议授权的任何资源，在资源所附的任何材料中被指定为（经平台经营者事先书面批准）"受限资源"。
In this EULA, “Restricted Asset” means any Asset licensed hereunder that is designated (on prior written approval from Platform Operator) as a “Restricted Asset” in any materials accompanying the Asset.

3. 【许可人的权利和义务】
【Licensor's Rights and Obligations】
许可人只有在签订了特别协议的情况下才会向最终用户提供支持服务。
Licensor shall render support services to END-USER only in the event a special agreement to this effect has been entered into.

4. 【终止条款】
【Termination】
4.1
在不影响任何其他权利的情况下，如果最终用户未能遵守本最终用户许可协议的条款和条件，许可人可以终止本协议及条款。
Without prejudice to any other rights, Licensor may terminate this EULA if END-USER fails to comply with the terms and conditions of this EULA and the Terms.

4.2
最终用户可以在任何时候终止最终用户许可。
END-USER may terminate END-USER's license at any time.

4.3
如果平台经营者自行决定或根据任何主管法院或当局的决定向最终用户退还为任何资源支付的费用，则本最终用户协议将针对该资源终止。
In the event that Platform Operator at its discretion or as a result of a decision made by any competent court or authority makes a refund to END-USER of the fees paid for any Asset, then this EULA shall terminate for such Asset.

4.4
在本最终用户协议终止的情况下，此处授予的所有许可权利终止，最终用户应立即销毁最终用户控制下的任何类型媒体中包含的资源的任何和所有副本，并以书面形式向许可人确认此类销毁 .
In the event of termination of this EULA, all license rights granted herein terminate and END-USER shall immediately destroy any and all copies of the Assets contained on any type of media under the control of END-USER and confirm such destruction in writing to LICENSOR.

5. 【复制权/备份副本】
【Duplication Rights/Back Up Copy】
5.1
最终用户不得对资源进行复制，除非是附带的短暂或临时的复制，或在强制性的法定适用法律明确允许的范围内进行这种活动。此外，许可人承认，当资源被整合为电子应用程序和数字媒体的组成部分时，可以制作资源的副本，如本协议所允许。
END-USER may not make copies of the Assets, except incidental transient or temporary copies or otherwise to the extent that such activity is expressly permitted under mandatory statutory applicable law. In addition, Licensor acknowledges that copies of the Assets may be made when the Assets have been integrated as components of electronic applications and digital media as permitted hereunder.

5.2
根据本协议书安装了资产的一个副本后，最终用户可以保留资源的原始副本，仅用于备份或存档。
After installation of one copy of the Asset pursuant to this EULA, END USER may keep the original copy of the Asset solely for back-up or archival purposes.

6. 【逆向工程、反编译和反汇编】
【Reverse Engineering, Decompilation, and Disassembly】
最终用户可以修改资源。最终用户不得对服务 SDK 进行逆向工程、反编译或反汇编，除非且仅在强制性法定适用法律明确允许的范围内进行此类活动。
END USER may modify Assets. END USER shall not reverse engineer, decompile, or disassemble Services SDKs, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law.

7. 【商标】
【Trademarks】
本协议书不授予最终用户与许可人、提供商或许可人的其他提供商的任何商标或服务标志有关的任何权利。
This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor, Provider or Licensor's other suppliers.

8. 【升级和支持】
【Upgrades and Support】

8.1
被确定为升级的资源取代和/或补充被许可的资源。
Assets identified as upgrades replace and/or supplement the licensed Assets.

8.2
许可人可以自行决定不时向最终用户提供资源的升级，而不要求进一步付款。不论如何，只有当最终用户与许可人签订了升级协议，最终用户才有权获得升级许可。最终用户只能按照本协议的条款使用升级后的资源。
Licensor may at its own discretion from time to time provide upgrades of the Assets to END USER without requesting further payment. Irrespective hereof END-USER is only entitled to licenses to upgrades if END-USER has entered into an Upgrade Agreement with Licensor. END-USER may use the upgraded Assets only in accordance with the terms of this EULA.

8.3
只有当最终用户与许可人签订了支持协议，最终用户才有权获得支持。
END-USER is only entitled to support if END-USER has entered into a Support Agreement with Licensor.

9. 【知识产权】
【Intellectual Property】
9.1
这些资源受到著作权法和国际版权条约以及其他知识产权法和条约的保护。
The Assets are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

9.2
资源（包括但不限于任何软件、图像、照片、动画、图形、三维图形、视频、音频、音乐、文本、教程和纳入资源的 "小程序"）、附带的印刷材料和资产的任何副本的所有所有权和知识产权都属于许可人。所有未明确授予的权利均由许可人保留。为了更加明确和不限制上述内容，资源的使用，无论是按本协议书允许的方式修改还是未经修改，都只限于按本协议书明确规定的方式使用。
All title and intellectual property rights in and to the Assets (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and “applets” incorporated into the Assets), the accompanying printed materials, and any copies of the Assets are owned by Licensor. All rights not expressly granted are reserved by Licensor. For greater certainty and without limitation of the foregoing, use of Assets, whether modified as permitted hereunder or unmodified, is limited to use as expressly provided in this EULA.

10. 【免责声明】
【Disclaimer of Warranties】
10.1
最终用户理解并接受，在将任何资源放置在 Unity 中国资源商店上之前，平台经营者可能会监控、预先筛选、审查、标记、过滤、修改、拒绝或从 Unity 中国资源商店上删除任何资源或其内容，但并不保证所有资源的合规性。因此，最终用户明确理解并同意，其使用资源的

风险由最终用户自行承担，并且资源是 "按原样 "和 "可用 "提供的，在适用法律允许的最大范围内没有任何形式的保证。特别是，许可人、其子公司、控股公司和关联公司以及其许可人不向最终用户陈述或保证。(a) 最终用户对资源的使用将满足最终用户的要求，(b) 最终用户对资源的使用将是不间断的、及时的、安全的或没有错误的，(c) 最终用户因使用资源而获得的任何信息将是准确或可靠的，以及(d) 作为资源的一部分提供给最终用户的任何软件在操作或功能上的缺陷将得到纠正。

END-USER UNDERSTANDS AND ACCEPTS THAT PRIOR TO PLACING ANY ASSET ON THE UNITY CHINA ASSET STORE, PLATFORM OPERATOR MAY MONITOR, PRE-SCREEN, REVIEW, FLAG, FILTER, MODIFY, REFUSE OR REMOVE ANY ASSET OR THEIR CONTENT FROM THE UNITY CHINA ASSET STORE, BUT DOES NOT GUARANTEE THE COMPLIANCE OF ALL ASSETS. CONSEQUENTLY, END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ASSETS IS AT END-USER'S SOLE RISK AND THAT THE ASSETS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT: (A) END-USER'S USE OF THE ASSETS WILL MEET END-USER'S REQUIREMENTS, (B) END-USER'S USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ASSETS WILL BE CORRECTED.

10.2

最终用户对任何资源的使用均由其自行决定并承担风险，最终用户对其计算机系统或其他设备的任何损坏或因这种使用导致的数据丢失负全部责任。

END-USER'S USE OF ANY ASSETS IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3

在适用法律允许的最大范围内，许可人进一步明确表示不承担任何形式的保证条款或条件，无论是明示的还是暗示的，包括但不限于对任何资产的适销性、质量满意度、特定用途的适用性和不侵权的任何暗示保证条款和条件。

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ASSETS.

10.4

任何资源都不打算用于核设施、生命支持系统、紧急通信、飞机导航或通信系统、空中交通管制系统或任何其他此类活动的运作，在这种情况下，资源的故障可能导致死亡、人身伤害

或严重的物理或环境损害。
NONE OF THE ASSETS IS INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. 【责任限制，有限辩护/赔偿】
【Limitation of Liability; Limited Defense/Indemnity】
11.1
在不违反本第 11 条的情况下，许可人及其附属公司、控股公司和其他附属公司对最终用户在本条款下的所有诉讼原因和所有责任理由承担全部责任。包括但不限于任何直接或间接损害、损失或伤害的责任以及第 11.3.2. 3 条规定的任何责任将限于最终用户在过去 6 个月内为与争议有关的资源许可向许可人支付的金额。根据本第 11 条，在任何情况下，许可人或其子公司、控股公司和其他附属机构都不对最终用户承担任何特殊的、偶然的、惩戒性的、惩罚性的或后果性的损害（包括数据、业务、利润或执行能力的损失）或因这些条款或您使用资产商店或任何被许可、下载或以其他方式从 Unity 中国资源商店获得的资源而引起的或与之有关的采购替代产品的费用，无论该责任是基于合同、赔偿、保证、侵权行为（包括疏忽）、严格责任还是其他原因引起的索赔，以及无论许可人是否已被告知该损失或损害的可能性。即使本协议中规定的任何有限补救措施被发现未能达到其基本目的，上述限制仍将继续存在并适用。
SUBJECT TO THIS SECTION 11, LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DIRECT OR INDIRECT DAMAGES, LOSSES, OR INJURIES AND ANY LIABILITY UNDER SECTION 11.3.2.3, WILL BE LIMITED TO THE AMOUNTS PAID TO LICENSOR BY END-USER IN THE PAST SIX MONTHS FOR THE LICENSE TO THE ASSETS RELATING TO THE DISPUTE; SUBJECT TO THIS SECTION 11, IN NO EVENT WILL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES BE LIABLE TO END-USER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE ASSET STORE OR ANY ASSETS LICENSED, DOWNLOADED OR OTHERWISE OBTAINED FROM THE UNITY CHINA ASSET STORE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2

根据本第 11 条，最终用户明确理解并同意，许可人、其子公司、控股公司和关联公司及其许可人不对最终用户可能发生的任何损失或损害负责，包括但不限于由于以下原因造成的损失或损害：(a) 最终用户对任何广告的完整性、准确性或存在的依赖，或由于最终用户与许可人或其广告出现在资源或 Unity 中国资源商店的任何开发商、广告商或赞助商之间的关系或交易。(b) 许可人对资源或 Unity 中国资源商店的任何变更，或 Unity 中国资源商店或资源（或资源中的任何功能）的任何永久性或暂时性停止提供；(c) 最终用户使用资源时维护或传输的任何内容和其他通信数据的删除、损坏或未能存储；或(d) 最终用户未能向平台经营者提供准确的账户信息。

SUBJECT TO THIS SECTION 11, END-USER EXPRESSLY UNDERSTAND AND AGREE THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF (A) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON THE UNITY CHINA ASSET STORE; (B) ANY CHANGES WHICH LICENSOR MAY MAKE TO THE ASSETS OR ON THE UNITY CHINA ASSET STORE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE UNITY CHINA ASSET STORE OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS); (C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ASSETS; OR (D) END-USER'S FAILURE TO PROVIDE PLATFORM OPERATOR WITH ACCURATE ACCOUNT INFORMATION.

11.3

11.3.1

本协议书中的任何内容都不排除许可人、其子公司或附属机构在以下方面的责任：（a）因疏忽造成的死亡和人身伤害；（b）欺诈性失实陈述；或（c）任何其他不能被适用法律限制的责任。

Nothing in this EULA excludes the liability for Licensor, its subsidiaries or affiliates for (a) death and personal injury caused by negligence; (b) fraudulent misrepresentation; or (c) any other liability which cannot be limited by applicable law.

11.3.2

对于以任何强制性费用、收费或价格提供许可的资源（"付费资源"），许可人同意承担本第 11.3.2 条的有限辩护和赔偿义务。

In respect of Assets whose license is offered for any obligatory fee, charge, or price (“Paid Assets”), Licensor agrees to the limited obligation of defense and indemnity of this Section 11.3.2.

11.3.2.1

根据第 11.3.2.2 和 11.3.2.3，许可人将为最终用户辩护，使其免于因付费资源侵犯任何第三方版权或商标权而引起的或与之相关的索赔，但这不适用于任何此类索赔的前提是：（a）许可人以外的任何人对付费资源的任何更改或修改。(b) 许可人应最终用户的要求对付费资源

进行的任何改变或修改；(c) 付费资源与任何其他软件、媒体或事物的任何组合或合并；或 (d) 最终用户违反或未能履行本协议的义务。
Subject to Sections 11.3.2.2 and 11.3.2.3, Licensor will defend END-USER from claims arising out of or in connection with any claim that a Paid Asset infringes any third-party rights of copyright or of trademark, provided that this will not apply to the extent any such claim is predicated on (a) any changes or modifications of the Paid Asset by anyone other than the Licensor; (b) any changes or modifications of the Paid Asset by Licensor at the request of END-USER; (c) any combination or incorporation of the Paid Asset with any other software, media, or thing; or (d) any breach or failure to meet the obligations of this EULA by END-USER.

11.3.2.2
为了要求履行前述第 11.3.2.1 条规定的辩护义务，最终用户必须（a）在最终用户注意到该索赔的 10 天内书面通知许可人该索赔的存在；并且（b）给予许可人控制该索赔的辩护或和解的唯一权利，但最终用户将有权批准最终用户有任何形式的承认的任何拟议和解，这种批准不得被不合理地扣留、限制或拖延。最终用户将自费为许可人提供合理的合作，以便许可人对索赔进行辩护。尽管有上述规定，最终用户可自行选择单独的律师参与索赔的辩护，但费用由其承担。
In order to claim an obligation of defense under the preceding Section 11.3.2.1, END-USER must (a) inform the Licensor in writing of the existence of the claim within 10 days of it coming to END-USER's attention; and (b) give the Licensor sole right to control the defense or settlement of the claim, provided that END-USER will have the right to approve of any proposed settlement in which there is any admission of any kind by END-USER, such approval not to be unreasonably withheld, conditioned, or delayed. END-USER will, at its expense, provide Licensor with reasonable co-operation in Licensor's defense of the claim. Notwithstanding the foregoing, END-USER may, at its expense, participate in the defense of the claim with separate counsel of its own choosing.

11.3.2.3
如果根据第 11.3.2.1 条提出的索赔已由许可人进行抗辩或可能已由许可人进行抗辩并以具有管辖权的法院的最终判决/命令结束且无法上诉或以具有约束力的最终和解告终，许可人将根据最终判决/命令向最终用户支付损害赔偿金，或最终用户根据具有约束力的最终解决方案支付的款项； 但是，前提是支付义务 (a) 仅在与许可人根据第 11.3.2.1 条有义务抗辩的侵权行为相称的范围内；(b) 尽管如此，仍受第 11.1 条规定的责任限制的限制。
Where a claim under Section 11.3.2.1 has been either defended by Licensor or may have been defended by Licensor and ends in a final judgment/order of a court of competent jurisdiction from which no appeal is possible or in a final, binding settlement, Licensor will pay the monetary award of damages against END-USER under that final judgment/order or the monies to be paid by END-USER pursuant to the final, binding settlement; provided, however, that the obligation to pay shall (a) only be to the extent commensurate with the infringement which Licensor is obligated to defend against under Section 11.3.2.1; and (b) be nonetheless limited by and subject to the limitation of liability provided in Section 11.1.

12. 【出口限制】
【Export Restrictions】
Unity 中国资源商店提供的资产可能受法律、行政法规和行政命令的约束，这些法律、行政

法规和行政命令是根据与资源进出口控制有关的任何适用法律（"出口法律"）负责的。您同意遵守所有适用的出口法律，在未获得许可证之前，您不得直接或间接（包括通过远程访问）向出口法规定的任何国家出口或再出口任何部分资源。
Assets available on the Unity China Asset Store may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Assets (“Export Laws”). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Assets to any country to which a license is required under the Export Laws without first obtaining a license.

13. 【管辖地点和适用法律】
【Venue and Applicable Law】
本协议书以及本协议书下的最终用户与许可人的关系，应受中华人民共和国大陆法律管辖，而不考虑其法律冲突的规定。由本协议引起的或与本协议有关的任何争议，包括有关本协议的存在、有效性或终止的任何争议，应根据上海仲裁委员会采用的仲裁程序规则，通过上海仲裁委员会安排的仲裁解决，并在该程序开始时有效。尽管如此，最终用户同意许可人仍可在任何司法管辖区申请禁令补救措施（或同等类型的紧急法律救济）。
This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of the mainland of People’s Republic of China without regard to its conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration arranged by Shanghai Arbitration Commission in accordance with the rules of arbitration procedure adopted by Shanghai Arbitration Commission and in force at the time when such proceedings are commenced. Notwithstanding this, End User agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.