

# **DM\_ItemCategories Non-Commercial Licence Agreement**

## **1. Grant of Licence:**

DM Plugins ("The Licensor") grants you ("The Licensee") a non-exclusive, non-transferable licence to use the DM\_ItemCategories ("Plugin") in unlimited Non-Commercial projects only ("Projects"), subject to the terms and conditions outlined in this Licence Agreement ("Agreement").

This licence applies solely to the Plugin and does not include or extend to any third-party components or dependencies that may be included with or used by the Plugin.

## **2. Definitions:**

- "Agreement": This Licence Agreement.
- "The Licensor": DM Plugins, the creator of the Plugin.
- "The Licensee": You, the individual or entity using the Plugin.
- "Plugin": The DM\_ItemCategories plugin.
- "Projects": Your games or applications that use the Plugin.
- "Commercial Project": Any project that generates revenue, including but not limited to sales, crowdfunding, and donations.
- "Non-Commercial": Any project that does not generate revenue, and is used for personal, educational, or charitable purposes only, without any direct or indirect financial benefit.

## **3. Licence Terms:**

### **3.1 Usage Rights:**

The Licensee may use the Plugin in unlimited Non-Commercial Projects, royalty-free, provided they comply with this Agreement.

### **3.2 Commercial Usage:**

The Licensee is not permitted to use the Plugin in any Commercial Project. Any commercial use requires a separate commercial licence agreement with DM Plugins. Commercial usage includes but is not limited to:

- Selling or distributing the Project or its derivatives for financial gain.
- Using the Project or its derivatives in a way that generates revenue, such as through advertising, sponsorships, or product placements.
- Entering the Project or its derivatives into contests or competitions with cash prizes or other forms of financial compensation.
- Receiving donations or tips in exchange for access to the Project or its content.
- Using the Project or its derivatives in any other way that results in financial gain or compensation, whether direct or indirect.

### **3.3 Modifications:**

The Licensee may modify the Plugin solely for use in their Project, and may create derivative works based on the Plugin, provided that such modifications and derivative works are not shared, transferred, sublicensed, or redistributed except as part of the relevant Project. All modifications and derivative works shall remain the intellectual property of DM Plugins.

### **3.4 Sharing and Redistribution:**

The Licensee may not share, transfer, sublicense, or redistribute the Plugin or any modifications thereto, except as part of the relevant Project.

### **3.5 Credit Requirement:**

The Licensee agrees to provide attribution to DM Plugins in the following format:

DM\_ItemCategories - Copyright 2022 © DM PLUGINS.

This attribution should be displayed in a reasonably visible manner, which may include the Project's credits section, documentation, about section, settings, or other suitable locations, depending on the Project's format.

### **3.6 Licence Scope and Duration:**

The Licensee is granted a perpetual licence to use the Plugin in unlimited Non-Commercial Projects, subject to the terms and conditions outlined in this Agreement. The Licensee may use the Plugin in these Projects indefinitely, provided they comply with the terms of this Agreement.

## **4. Intellectual Property Ownership:**

DM Plugins retains all intellectual property rights, title, and interest in and to the Plugin, including but not limited to any proprietary code, concepts, and technology. The Licensee acknowledges that this Agreement does not transfer any ownership rights of the Plugin to the Licensee.

## **5. Security and Deployment Requirements:**

### **5.1 Encryption:**

The Licensee is strongly recommended to encrypt their Project to protect the creative works and intellectual property contained within; however, encryption is not a requirement under this Agreement.

### **5.2 Compilation:**

The Licensee agrees to compile their Project using the "File > Deployment" option from the main menu in the RPG Maker engine as a minimum security measure to protect the Plugin and further decrease the risk of harming intellectual property rights.

## **6. Licence Conditions:**

### **6.1 No Fee:**

The Plugin is provided free of charge for non-commercial use. By using the Plugin, the Licensee acknowledges that they are bound by the terms of this Agreement and agrees to comply with its conditions.

## **6.2 No Warranty:**

The Plugin is provided "as-is" without warranty or liability.

## **6.3 Liability Disclaimer:**

DM Plugins disclaims all liability for any loss or damage resulting from the use of the Plugin.

## **7. Governing Law and Dispute Resolution:**

### **7.1 Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### **7.2 Dispute Resolution:**

In the event of a dispute arising out of or in connection with this Agreement, the parties shall attempt to resolve the dispute through good faith negotiations. If negotiations are unsuccessful, any disputes shall be resolved through the courts of the Province of Ontario, and the parties hereby attorn to the jurisdiction of such courts.

## **8. Termination:**

### **8.1 Breach of Agreement:**

If the Licensee breaches any term or condition of this Agreement, DM Plugins may terminate this Agreement immediately upon written notice to the Licensee.

### **8.2 Effect of Termination:**

Upon termination, the Licensee's right to use the Plugin shall cease immediately. The Licensee shall delete all copies of the Plugin from their computer or personal storage devices and confirm in writing to DM Plugins that they have done so.

### **8.3 Survival:**

The following sections shall survive termination of this Agreement: 6.2 (No Warranty), 6.3 (Liability Disclaimer), and this Section 8 (Termination).

## **9. Changes to the Licence Agreement:**

DM Plugins reserves the right to modify or update this Licence Agreement at any time to prevent misinterpretations or clarify existing terms. DM Plugins will notify Licensees of any changes to this Agreement via email (if email address is provided) or through a clear notice on the DM Plugins website.

Any changes will not affect the Licensee's existing projects, but the Licensee's continued use of the Plugin after changes are made will be deemed acceptance of the revised Agreement.

## **10. Updates and New Versions:**

### **10.1 Future Updates:**

DM Plugins will make updates to the Plugin available to Licensees at no additional cost. Licensees are entitled to access and use the updated Plugin versions, provided they comply with the terms of this Agreement. Updates are defined as modifications, bug fixes, or enhancements to the existing Plugin that do not constitute a separate product.

### **10.2 Separate Products:**

If DM Plugins releases a new Plugin that is a separate product from the original Plugin, with distinct features, functionality, or purpose, a new licence will be required for its use.

## **11. Contact Information:**

Dungeonmind

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