

Violaine & Jeremy EULA

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Terms and Conditions of Use

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Company: Legal entity acting on its own behalf and on behalf of its parent company and/ or its group, as well as on behalf of all its subsidiaries and/ or companies applying the corporate identity guidelines owned by the Company.

Brand: Name, term, design, symbol, or other feature owned by a Company that distinguishes an organization or product from its rivals in the appreciation of the customer.

Artwork: Final document prepared for production and professional use.

Broadcasting Content: Any image flow and/or film, television, video content for broadcast and/or distribution and/ or a projection such as, but not limited to, taking into account technological developments, television, cinema, video, DVD, VOD, Internet, festivals, concerts, etc.

Computer (desktop): A device that manipulates digital information for a specific result based on a sequence of instructions.

Derivative Artwork (spin): Any product created for a commercial purpose, and as agreed by the French Code of Intellectual Property, meaning that any visual element created from any glyph(s) or Digital Font from VJ-TYPE.

Device: Any piece of equipment, machine or component connected to a computer, tablets, hardware, software, firmware.

Digital Font: A software that includes typeface designs, outlines, glyphs, letters and their digital metrics when used with the appropriate computer plus any other data including documentation provided with it.

Digital Publication: Any digital document to be marketed and whose layout and/or content are set in VJ-TYPE's Digital Font(s).

ePub: Electronic publication or Digital Publication in a downloadable file format that can be read and played on devices such as smartphones, tablets, computers, or e-readers.

Main User: Primary user and signatory of the license acquired by the Company acting on its own behalf and on behalf of the Company.

Non-Commercial: Any project whose aim does not primarily refer to a mercantile vocation and/or a commercial purpose and which does not generate benefit received from third party.

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Internal Network: A private, proprietary network resource only accessible by employees of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public.

Internal User: User belonging to one single company.

Medium: Channel or system of communication, information, or entertainment such as publication or broadcast on which information may be stored.

Mobile App: (Or mobile application) A computer program designed to run on mobile devices such as smartphones and tablet computers downloadable via mobile platforms.

Mobile platform: Standard for Mobile Application operating system, which determines which kind of software can run on iOS (iPhone/iPad), Android, Windows Phone and Amazon App Shop.

Server: Computer in a closed or open network which provides services that are used by the other computers.

User: Number of people who are authorized to install, use the Digital Font on their own computers.

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b/ In case of Desktop license, if the number of users who use the Digital Font are in more than one geographic location.

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In this case, the end user would have to turnover the Digital Fonts, its components and digital data to Violaine & Jérémy and destroy all the copies held by him within seven (7) days starting the date of termination, thus prohibiting any further use. At the request of Violaine & Jérémy, the end user would be obliged to provide written confirmation that said deletion has occurred.

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This End User License Agreement (EULA) is customized in five (5) different Licenses which rights depend, according to device or medium on which Violaine & Jérémy typeface is installed or used.

1. Independant worker ONLY- Desktop - Web- App License
2. Small - Desktop - Web- App License
3. Medium - Desktop - Web- App License
4. Large - Desktop - Web- App License
5. Branding License

Level 1 - Level 2 - Level 3 - Level 4 Desktop - Web - App Licenses:

Desktop - Web - App Licenses grant you the rights to use each Violaine & Jérémy's Digital Fonts (which runs on Mac OS, Windows or similar) for any use: desktop - web - apps and printing at the exception of any use or creation for Logos / Brands / Monograms and/or any other distinctive sign and at the exception of TV, Platform, Cinema broadcasting.

This license is valid indefinitely, for the maximum number of users specified in its license invoice, based on the following amounts.

Independant worker ONLY = One computer = One end user, working exclusively independently. Price of the License: **95 €** VAT EXCL / per Style.

Small (smallest option for a compagny) = Very Small Companies with 2 to 5 computers = Two to Five end users. Price of the License: **180 €** VAT EXCL / per Style.

Medium = Small Companies with 5 to 10 computers = Five to Ten end users. Price of the License: **270 €** VAT EXCL / per Style.

Large = 10 to 20 computers = Ten to Twenty end users. Price of the License: **360 €** VAT EXCL / per Style.

Over 20 computers and/or End users: please write to VJ-TYPE email explaining your needs and business, and they will send you a fitting quotation.

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The branding license includes enables the use of the Digital Fonts to create and use/ exploit:

- Logos
- Brands
- Monograms
- And/or any distinctive sign

Branding License level 1 = Solely for independent freelance individuals: **800 €** VAT EXCL / per Style.

For service businesses only, (for example training coach, make up artist, private chef, photographer, etc.) at the exclusion of a exploitation for the commercialization of retail products.

Branding License level 2 = For companies 1 to 4 employees: **2,000 €** VAT EXCL / per Style.

Branding License level 3 = For companies 5 to 10 employees: **3,000 €** VAT EXCL / per Style.

Branding License level 4 = For companies 11 to 20 employees: **4,500 €** VAT EXCL / per Style.

Branding License level 5 = For companies 21 to 50 employees: **7,300 €** VAT EXCL / per Style.

Branding License level 6 = For companies 51 to 70 employees: **10,500 €** VAT EXCL / per Style.

Over 70 employees = please write to VJ-TYPE email explaining your needs and business, and they will send you a fitting quotation.

For TV, Platform, Cinema broadcasting: please write to VJ-TYPE email explaining your needs and business, and they will send you a fitting quotation.

APPLICABLE LAW AND JURISDICTION:

This end user license agreement is subject to and will be interpreted in accordance with the laws of France.

Any dispute which may arise relating to the existence, making, validity, interpretation, and/or the execution of this contract agreement will, in the absence of amicable settlement, take place before the Court of Paris (75) (France).

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