

# Violaine & Jeremy EULA

END USER LICENSE AGREEMENT  
(hereinafter referred to as: "EULA")  
Terms and Conditions of Use

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This contract governs the use of the typeface and the fonts composing it, as described on the web pages of the VJ-TYPE website.

Our products are not sold, but are licensed to you as end user. This End User License Agreement (EULA) governs the use of Digital Font as presented on the pages of <https://vj-type.com> and/or any VJ TYPE 's catalogs. It is concluded between you (hereinafter: the End user) and Violaine et Jérémy SAS. By paying, downloading, installing and/or using Digital Fonts, you confirm that you have read and accepted the terms of this agreement whose terms bind you legally to Violaine et Jérémy and that you have the legal capacity to contract. Should you not accept the conditions above and below, do not purchase, access, download and/or install or otherwise use the Digital Font.

## CONTRACT TERMS AND CONDITIONS:

Except as expressly provided herein, Violaine et Jérémy will grant you upon receipt of the full payment a user license defined in your license invoice and concluded, depending your device or media, into for a limited use or for the duration of copyright as defined by international conventions beginning up on the date of acceptance of this contract.

## OWNERSHIP OF THE DIGITAL FONT:

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The following is expressly prohibited: modifying the Digital Font, disassembling, decompiling, extracting, altering, merging it with other software, using codes (even partial) or the type face design contained in the Digital Font for purposes other than operation on the licensee's own computers which constitutes counterfeiting.

## DEFINITIONS:

**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.

**Intellectual property:** As typographic design, the Typeface generated by the Digital Font is protected by the French Intellectual Property Code following but not limited to the Art L. 111-1, Art. L.112-1, Art . L .112-2, regardless of the country in which you are operating, by the copyright laws and intellectual property code, by other international treaties.

**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.

**Workstation:** Any computer which is not a server; this includes, but is not limited to, desktop computers, notebooks, netbooks, tablet PCs and Macs, multiprocessors Computers.

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Violaine & Jérémy grant you a non-exclusive, non-assignable, non transferable license to use the Digital Font subject to all terms and conditions of this EULA for the number of Devices(s), or Medium(s) owned by the user.

Authorized users may install and use copy of the Digital Font on up to the permitted number of Devices or Mediums owned by the user following the specific conditions specified on your authorized user license: see the 4 levels of Desktop licenses/web and app licences and see the specific Branding License descriptions.

The Digital Font may not be installed or used on a computer or server that can be openly accessed via the Internet or other external network system.

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Any VJ-TYPE Font converted into Webfont is prohibited and not covered by this license.

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**a/** If the maximum number of Users or uses or Media which use the Digital Font exceeds those set by this EULA (End User License Agreement) as specified into your license invoice.

**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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## **TYPEFACE CREDITS:**

The end user of this License agrees to do his best to credit VJ-TYPE in conformity with the French Intellectual Property, Code and international conventions and to the copyright regulations by indicating: Digital Font name, ©VJ-TYPE, in the colophon or/and any place when generally printer name and general credits appear.

## **WORKING WITH CLIENTS, THIRD PARTIES:**

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The original license does not extend to uses by temporary employees or independent contractors using the Desktop license of the Digital Font. Users licensed are not allowed to send documents to third parties by including the Digital Font file composing content of the document. Content of any document sent to any third party must be vectorized or embedded inside an image (.PNG, .JPG, .TIFF...) or within a secured PDF format only for your own Personal or Business Use.

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The Digital Font may not be installed or used on any internal or external server from which the Digital Font can be openly accessed via the Internet or other external or internal network system. Any Digital Font must be installed on a secured server so that none of the remote users can neither have access to any of the Digital Font files, nor be able to download the Digital Font, in any manner.

## **LIABILITY AND TERMINATION OF THE END USER LICENCE AGREEMENT:**

The end user commits himself to undertake all necessary steps to prevent unauthorized access to the Digital Font delivered with your end-user license and to any copies of the Digital Font. The end user agrees to inform the end user's employees or any person who has access to the Digital Font to ensure that they shall strictly abide by these terms and conditions described in this end user license agreement. This end user license agreement shall automatically terminate in the event that the end user breaches any term or condition set forth herein.

Notwithstanding any termination of this License, Violaine & Jérémy reserves itself the explicit right to assert any further claims (specifically information, compensation for damages, etc.). This end user license agreement may only be modified by a writing signed by an authorized representative of Violaine & Jérémy.

In the event that the end user would not comply with the clauses of the present end user license agreement, Violaine & Jérémy, reserves itself the right to immediately terminate this License Agreement without any financial compensation, whatsoever.

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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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The Digital Font is provided as it is. Violaine & Jérémy does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Digital Font rests upon you.

Violaine & Jérémy does not warrant that the functions contained in the Digital Font will meet your requirements. Any implied warranty obligation created by law is valid for a period of thirty (30) days only. You agree that there are no warranties of any kind after the above period.

Violaine & Jérémy cannot be held responsible for damage caused or supported by the end user and/or third party resulting from a misuse of the Digital Font. Violaine & Jérémy reserves the right to amend or modify this End user license Agreement at any time without any prior notice, in order to account for future commercial and technical changes.

#### LICENSES - RULES & RESTRICTIONS:

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, Plateform, 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: **80 €** 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: **150 €** VAT EXCL / per Style.

**Medium** = Small Companies with 5 to 10 computers = Five to Ten end users. Price of the License: **225 €** VAT EXCL / per Style.

**Large** = 10 to 20 computers = Ten to Twenty end users. Price of the License: **300 €** 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.

#### Branding License(s):

The branding license includes the Desktop - Web - App use sign (at the exception of TV, Plateform, Cinema broadcasting) and also 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 2 to 20 employees: **2,000 €** VAT EXCL / per Style.

**Branding License level 3** = For companies 20 to 50 employees: **4,500 €** VAT EXCL / per Style.

**Branding License level 4** = For companies 50 to 70 employees: **6,500 €** 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, Plateform, 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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