

FOREWORDS

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Policestudio is an Art direction office, specialized in graphic design, typography and illustration. We love bringing sophistication to big companies, local businesses and individuals.

Our goal is to be very committed concerning the compliance to our codes of trade, quality, creativity, taste for well done work & design innovation.

By reading this, you are expressing the desire to give yourself (or to give your client) a new voice. Congrats. Typography is a good start. You will find here some useful information. Most of the type foundries have the same speech. A font is considered as a software. And whoever wants to use a software, needs to buy a license for it.

In the same way, sharing a software is illegal. So we ask you to not give the fonts you purchased. If you are a creative, your client will have to buy his own license, for his particular needs & specifications. We are passionate: we will always give you the best, and we hope you will enjoy it.

PREAMBLE

Please be careful to read the agreement for the Font Software you want to use. Our fonts are not sold, but are licensed to you as end user. This End user license agreement (EULA) governs the use of Font Software as presented on the pages of Policestudio.fr and/or any Policestudio catalogs. It is concluded between you (hereinafter: the End user) and Policestudio.

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 Policestudio and that you have the legal capacity to contract. To enter into this Agreement, you must be eighteen (18) years of age or older, and be able to form binding contracts under the laws applicable to you. If you were not to accept the conditions above and below, do not purchase, access, download and/or install or otherwise use the Font Software.

If you refuse to accept a contractual obligation through this license agreement, you are not permitted to download, access, and/or use the Font Software.

The licensee is required to thoroughly and carefully read through the complete license agreement before agreeing to the conditions specified here.

DEFINITIONS

The parties agree that, for the purposes of this Agreement, the following terms shall have the meanings described below :

- **COMPUTER** means any device (and in the case of devices which allow simultaneous use by multiple individuals, each individual user account on any such device) capable of using the Licensed Software regardless of where the Licensed Software is installed.

- **DERIVATIVE WORK** means any creation that is based on or derived from the Licensed Software, including but not limited to any revision, modification, translation, abridgment, condensation, expansion, decompilation, encryption, rearrangement, reencoding, digitization, or redigitization, regardless of the medium on which it is recorded or the format in which it is expressed, or any other form in which the Licensed Software may be recast, transformed, emulated, or adapted. For the purposes of this Agreement, a Derivative Work shall also include any compilation that incorporates the Licensed Software

- **WEBFONT** means a type face font software that has been created, optimized, translated or otherwise specially modified for use on the Internet for styling or viewing text on a website.

- **EMBEDDED SOFTWARE FILES** means any Documents or other software files that contain a copy of the Licensed Software, or data describing the shape or outline of any part of the Licensed Software. In addition to the Document file formats listed in Section 1.5, Embedded Software File formats include, but are not limited to: Small Web Format or Flash files ("SWF") and executable software files for any platform

- **IMAGE FILES** means both (i) digital files that record images solely in the form of a fixed-resolution matrix of pixels, which may include fixed images of specific characters of the Typefaces rasterized in a pixel grid, and (ii) digital files that include scalable outlines of a specific arrangement of characters of the Typefaces. Image Files may not contain the Licensed Software or any portion thereof. Examples of Image Files include, but are not limited to: Scalable Vector Graphics (SVG) files, Encapsulated PostScript (EPS) files Joint Photographers' Expert Group ("JPEG") files; Graphics Interchange Format ("GIF") files; Portable Network Graphics ("PNG") files; and Tagged Image File Format ("TIFF") files.

- **LICENSED SOFTWARE** means those computer programs and related data licensed pursuant to this Agreement, the name(s) of which are listed on the Order Summary, which, when used on a Computer, generate(s) the Typefaces. Licensed Software includes, but is not limited to, all bitmap representations of the Typeface designs

- **LICENSEE** has the meaning set forth on the Order Summary during the buying process on the shop and in the confirmation e-mail sent on your adress.

- **LICENSEE PARTIES** means Licensee, its agents, employees, officers, directors, shareholders, advisors, successors, and assigns and any of their affiliates
- **LICENSOR** means Policestudio, having an office at 35 rue Jouffroy d'Abbans, 75017 PARIS – France
- **LICENSOR PARTIES** means Licensor, its agents, employees, officers, directors, shareholders, advisors, successors, and assigns, and any of their affiliates
- **ORDER SUMMARY** means the file created when Licensee enters into this Agreement, which includes the specific Licensed Software covered by the Agreement, Licensee's payment information, the number of Permitted Computers, the applicable fees, and any other relevant information
- **PERMITTED COMPUTER(S)** means the number of Computer(s) specified on the Order Summary
- **PERSON** means any individual, corporation, limited liability company, partnership, joint venture, estate, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.
- **TERM** means the period commencing on the Effective Date and, subject to the termination provisions set forth in Article 12
- **TRADEMARKS** means the names of Licensor and the Licensed Software set forth on the applicable Order Summary
- **TYPEFACES** means the typefaces designed, developed and owned by Policestudio, that are rendered by the Licensed Software.
- **WEB SERVER** means a Computer used to serve web pages.

CONTRACT TERMS AND CONDITIONS

Except as expressly provided herein, Policestudio will grant you upon receipt of the full payment, a user license concluded into for the duration of copyright as defined by international conventions, which will begin on the date of acceptance of this contract.

1. OWNERSHIP OF THE FONT SOFTWARE

1.1 The Font software described on the pages of Policestudio.fr and/or any Policestudio catalogs remain the property of Policestudio (owned by Policestudio) and/or to designers having granted exploitation rights to Policestudio, and are protected by the French Intellectual Property Code regardless of the country in which you are operating, by the copyright laws and intellectual property code, by other international treaties.
The term "Font Software" includes any and all updates, upgrades, expansions, modified versions and working copies of the Font

Software to which the licensee, i.e. a natural person or legal person, has accordingly been granted a license.

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1.2 Prohibited : modifying the Font Software, disassembling, decompiling, extracting, altering, merging it with other software, using codes (even partial) or the typeface design contained in the Font Software for purposes other than operation on the licensee's own computers is prohibited and constitutes counterfeiting.

2. LICENSE AND USAGE RIGHTS

2.1 Upon full payment of the agreed-upon usage fee, Policestudio grants the licensee the non-exclusive, non-transferable, non-sublicensable right and license, subject to the terms and conditions of this EULA and the specific user licence. Your license has to be set online using these 3 (three) categories :

- Print / Desktop Use
- Web Use
- App Use

2.2 Minimal basic Print/Desktop Use Licence consists of the right to use or store the Font Software on a maximum of 1 (one) computer (workstation) at one single geographical location stipulated by the licensee, within one single company or institutional entity only. It includes a Web Use up to 10000 (ten thousand) monthly views on the website on which the font is used. In the event that extensions to the above-mentioned basic Standard Print/Desktop Use License restrictions become necessary, the licensee is obliged to purchase an extended license. Extended license is also needed for other Uses e.g. as App Use, Web Use (more than 10000 (ten thousand) monthly views). Any other use : TV, Broadcasting, Streaming, Video Use and Server Use will need a special extended licence, on demand at the following adress : shop@policestudio.fr.

The licensee may install the Font Software on a single file server for Use on a single local area network (LAN) only when the Use of such Font Software is limited to the Workstations and Printers that are part of the licensed Unit of which the server is part.

For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only : *"If there are 100 Workstations connected to the server, with no more than 15 Workstations either using this Font Software currently, but the Font Software will be used on 25 different Workstations at various points in time, a license must be obtained creating a licensed unit for 25 Workstations."*

The Font Software may not be installed or used on a server that can be accessed via the Internet or other external network system (a system other than LAN) by Workstations, which are not part of a licensed Unit. Fonts used with a server based application require a License Extension for Servers (on demand).

For Web Use, you have to use the .woff files included in your package, and not the .otf files. It's strictly prohibited to use the .otf files in that case. If you need other web format files such .woff2 or .eot, Policestudio will send you the necessary on demand after checking your licence parameters.

If the Font Software is intended to be used for commercial purposes, each individual license permits one additional usage (installation) on a personal home or portable computer. For the exclusive purpose of data backup, additional backup copies of the Font Software can be made.

2.3 Transferring the license to a third party is essentially not permitted. Any subsidiary company, affiliate company, service company, design agency or other third party working with the licensee needs to buy their own separate license from Policestudio.

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2.9 If the licensee intends to edit or modify a document containing the embedded Font Software, a request must be made to Policestudio. Policestudio will then conclude a License

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Depending on the nature of the offense and the details and graveness of a violation, Policestudio may add further charges for expenditure, time and effort and for legal expenses, as well as to recover damages.

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3.2 The following is prohibited : modifying the Font Software, merging it with other software programs, decompiling it, using modules from said software for one's own developments or using technical solutions contained in the Font Software for purposes other than operation on the licensee's own computers.

3.3 Exceptions to subsection 3.2 are only permitted provided that they are essential to obtaining the necessary information for establishing interoperability of the software with other programs, and provided this information is neither published nor accessible in any other form and if the licensee is unable to obtain the said information from Policestudio or its authorized distributors or appointed agents.

In this case, the licensee shall inform Policestudio in writing as to which portions of the software the licensee is decompiling.

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The end user of this licence agrees to do its best to credit Policestudio in conformity with the code of intellectual property, and international conventions and to the copyright regulations by indicating : Font software name, Policestudio in the colophon and any place when generally printer name and general creative and legal credits appear. Policestudio will be happy to receive any of the licensee effort image to respect this clause. The licensee can send image at the following address : shop@policestudio.fr

6. PAYMENT AND TAXES

In consideration of the rights granted to the Licensee hereunder, the Licensee shall pay to the Licensor a license fee specified on the Order Summary, payable on the date the Licensee enters into this Agreement by thickening the box at the end of the buying process on policestudio.fr.

A. Fees for Licensed Software are posted on our website, and may be changed from time to time. Changes will not be applied retroactively to existing licensees.

B. A valid credit card number is required in order to enter into this Agreement. You hereby represent and warrant that you are authorized to use the credit card provided to us in association with this Agreement. If Licensor cannot process your credit card for any reason, delivery of Licensed Software may be delayed until payment can be processed.

C. All amounts paid pursuant to this Agreement are non-returnable and nonrefundable. No exceptions will be made.

D. All fees will not include, and Licensee is responsible for paying any applicable sales, use, gross receipts, excise, import, export, value added or similar taxes. Each party will bear its own taxes as levied under applicable law.

7. INTELLECTUAL PROPERTY

A. Licensee acknowledges that Licensor is the exclusive owner of all worldwide right, title and interest in and to the Policestudio Property, including all copies of the Licensed Software, regardless of the format in which they are expressed or the media on which they are recorded.

Licensee acknowledges that Licensor shall be the exclusive owner of all worldwide right, title and interest in and to any and all modifications, customization, variations, or adaptations of the Policestudio Property (individually and collectively, the "Modifications"), based on or substantially similar to, the Policestudio Property, inclusive of all Derivative Works, regardless of who made such Modifications or Derivative Works.

If Licensee makes or causes to be made any such Modifications, Licensee shall immediately provide Licensor with all copies of such Modifications made by or for Licensee, and Licensor may terminate this Agreement pursuant to Article 12.

B. Licensee agrees not to challenge Licensor's rights in or to the Policestudio Property, or the validity of any intellectual property or other right of Licensor therein, or to infringe Licensor's rights therein. All goodwill that may become attached to the Trademarks as a result of Licensee's use of the Typefaces or the Licensed Software shall inure to the exclusive benefit of Licensor. Licensee shall refrain from using the Trademarks as part of any corporate, trade or firm name or style of Licensee. Licensee shall not create a combination mark consisting of any of the Trademarks with the proprietary marks of any other Person. Licensee shall not take any action that could reasonably be expected to impair the registrability, validity or enforceability of any of the Trademarks, nor shall Licensee attempt to register, use or aid any third party in attempting to register or use, in any jurisdiction, any trademark or service mark which may, in the reasonable opinion of Licensor, infringe or otherwise violate Licensor's rights to the Trademarks.

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9. WARRANTY AND LIABILITY

9.1 Upon receipt of the Font Software by the licensee, Policestudio grants a 90-day warranty guaranteeing that the Font Software is essentially free from material defect in accordance with the documentation. To make a warranty claim, the licensee

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Policestudio does not and cannot warrant the performance or results the licensee may obtain by using the Font Software or documentation. The foregoing states the sole and exclusive remedies for Policestudio's or its suppliers' breach of warranty. Except for the foregoing limited warranty, Policestudio and its suppliers make no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will Policestudio or its suppliers be liable to the licensee for any consequential, incidental or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings, even if Policestudio has been advised of the possibility of such damages, or for any claim against the licensee by any third party seeking such damages even if Policestudio has been advised of the possibility of such damages.

9.2 The licensee is aware that software is never completely error-free and that the Font Software may therefore contain errors, which can affect functionality and operation. The font software, is provided "as it is". Policestudio 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 Font Software rests upon you.

Policestudio cannot be held responsible for damage caused or supported by the end user and/or third party resulting from a misuse of the Font Software. Policestudio 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.

9.3 Claims exceeding the preceding warranty claims, e.g. compensation for idle time, loss of production, waste of material and other indirect damage, are explicitly excluded, provided said damage was not willfully or intentionally brought about or caused by gross negligence on the part of Policestudio. Liability is not assumed insofar as the damage does not stem from a grossly negligent breach of duty by Policestudio.

10. CONFIDENTIALITY OBLIGATIONS

10.1 The licensee is obligated to undertake all necessary steps to prevent unauthorized access to the Font Software and to any copies of such Font Software.

10.2 The licensee is obliged to inform employees and representatives and anyone who is granted access to the Font

Software within this licensing agreement about the content and conditions of the license provisions for the relevant Font Software and put said employees, representatives etc. under the obligation of compliance with those provisions and conditions.

11. TERMINATION OF LICENSING AGREEMENT

11.1 The licensee's usage rights of the Font Software shall become immediately null and void in the event of a breach of the terms and conditions of this EULA and/or the Specific User Licence by the licensee. No further use of the Font Software will therefore be allowed.

11.2 If the licensee or one of the licensee's employees breaches the agreed-upon license and right of use and/or any property rights of Policestudio, Policestudio has the right to terminate the license and right of use, with termination taking immediate effect. Policestudio reserves the explicit right to assert any further claims (specifically information, compensation for damages, etc.).

11.3 In the event of termination, the licensee is obligated to delete the original Font Software affected by and pertaining to the termination, including documentation and all copies.

Licensee is not allowed to further use the Font (Typeface) or the Font Software and upon request of Policestudio is obligated to immediately remove, delete or destroy any graphic embodiments of the licensed Typeface. At the request of Policestudio, the licensee is obligated to provide written assurance that said deletion has occurred.

12. FORCE MAJEURE

Licensor shall not be liable for damages and Licensee shall not have the right to terminate this Agreement for any delay or default in delivery of the Licensed Software resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control including, but not limited to : internet failures, network failures, computer equipment failures, telecommunications equipment failures, other equipment failures, electrical power failures, terrorist action, acts of civil or military authority, government actions, fires, epidemics, riots, wars, sabotage, insurrections, labor shortages or disputes.

13. NO WAIVER

No failure by either party to object to any breach of any provision of this Agreement shall constitute a waiver of such provision, a waiver of any other breach, or a waiver of any other provision of this Agreement.

14. INDEMNIFICATION

Licensee, at its expense, shall indemnify Licensor against all losses, damages, claims, expenses (including attorneys fees and court costs) arising out of or resulting from (a) any use of the

Licensed Software by Licensee (unless and only to the extent the loss is attributable to a breach by Licensor of any obligation under this Agreement), (b) any breach by Licensee of this Agreement, or (c) any actions by Licensee Parties or Persons that would constitute a breach of this Agreement if that Licensee Party were a party to this Agreement and its obligations were substantially the same as Licensee's obligations.

15. FINAL PROVISIONS

15.1 This contract represents an agreement between the parties. Verbal collateral agreements do not exist. Any verbal agreements are only binding for Policestudio if said verbal agreements have been acknowledged and confirmed in writing by Policestudio.

15.2 Changes to this contract require written form. This also applies to changes to this written form clause.

15.3 The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

16. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement and all rights and obligations under this Agreement shall in all respect be governed by, and construed and enforced in accordance with, the laws of France, but without regard to its conflicts of laws or choice of forum rules.

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).

We thank you again warmly for inquiring on the licenses you or your company needs to use our typefaces.

The Policestudio Team
END USER LICENSE AGREEMENT
Version 1.2 - 02/22/2016

VERBA VOLANT, SCRIPTA MANENT

