

THE SAAS FONTYOU'S GENERAL TERMS OF USE

The website fontyou.com has been developed and managed by the company FONTYOU (hereafter "FONTYOU"), a French simplified stock company with its headquarters located at 3 rue de la Rouchefoucauld, 75009 PARIS, France. It is registered with the Trade and Companies Registry of Paris under the number 789 478 229.

As a FONTYOU End User you are agreeing to be bound by the following general terms of use.

1. Definitions and terms

1.1 Definitions

The "SAAS FONTYOU" is a marketplace, a cloud and a customer software dedicated to the synchronization and use of Fonts on-line accessible through the website fontyou.com

The "End User" is a company or a private individual who has subscribed with SAAS FONTYOU for a determined number of Users.

A "User" is a physical person duly registered with SAAS FONTYOU.

A "Font" means all the typefaces (set of glyphs) required to create a typographic piece of work which are embedded in digital material.

A "Font Trial" is a Font which contain the word "trial" in its file name and which is eligible for a trial license according to the terms of article 4.

The "User software" is a downloadable software, connected to the SAAS FONTYOU and dependent on the User operating system.

1.2 Eligibility

The SAAS FONTYOU is not available to persons under the age of 18 years old. The User must affirm he or she is at least 18 years of age with power under law to contract.

By using the SAAS FONTYOU, the End User certifies that he or she (i) meets the eligibility requirements in this section and (ii) provides valid contact details.

After registration, the End User will have free access to the SAAS FONTYOU in current pricing conditions with respect to the number of Users for which the SAAS FONTYOU was subscribed.

2. Subject and content of the licenses on the User software

2.1 Subject of the license

FONTYOU hereby grants to the End User, upon agreement, one (1) license non-exclusive, non-transferable, non-assignable on the User software in the conditions defined hereafter.

The Licence on the User software is only granted for allowing the End user to access to the SAAS FONTYOU during the time when it is proposed.

2.2. Content of the licence

The licence on the User software exclusively allows the following uses :

- Downloading in the SAAS FONTYOU a Font initially owned or acquired by the End User.
- Using a Trial Font according to the provisions of article 4
- Installing or destalling automatically a Font from the SAAS FONTYOU a on the User's computer.
- Activating a Font, once installed, on the User's computer in order to make it accessible by the User's operating system and digital programs.
- Deactivating a Font, once activated, on the User's computer in order to make it inaccessible by the User's operating system and digital programs.

3. Requirements from the User

The End User allows FONTYOU to access his Fonts, store them and process them as data in order to perform the SAAS FONTYOU features.

4. Trial licence on the Fonts Trials

If the End User has subscribed the corresponding option, he benefits from a trial license on the Trial Fonts.

The Fonts trials' license exclusively allows for the following uses:

- Using the Font Trial on the authorized number of User's computer through the User software,
- for the purposes of internal tests or project presentation to clients or prospects of the End User.

During the free trial period, the End User may not:

- **Use the Fonts Trial in any final document(s)**
- Embed the Font Trial in software, or any kind of software applications such as electronic devices , gaming devices, e-books, telephone, GPS system, camera.
- Use the Fonts Trials for web fonts or embed into them on web pages.
- Alter, convert, reformat or edit the Font Trial software in any manner whatsoever (including webfont conversion) except for the public policy rights of the software users
- assign, licence, or transfer the Font Trial

The trial licence is granted worldwide for a determined number of subscribers.

The trial licence is granted to the End User for a for duration of one month from its selection renewable for the same duration.

If the End User, as a creative professional (freelance, graphic design studio or communication agency) proposes the Font Trial to a final customer for the purpose of exploitation, the final customer will have to purchase a personal licence suitable for its specific use.

5. Purchase of Fonts

5.1 END USER LICENSE AGREEMENTS (EULA)

The End user purchasing Fonts from the website www.fontyou.com agrees to the terms of the relevant End User License Agreement (EULA) which defines the authorized uses of the products.

5.2 PRICE

All prices from www.fontyou.com are in Euro and exclusive of taxes.

French and EEC customers of www.fontyou.com will have to pay the additional French Value Added Tax (VAT) of 20 % that is calculated during the checking out of your order. VAT will appear on the "Cart total" of the client of www.fontyou.com checkout and invoice.

Any valid VAT Identification Number entered by a professional (Euro Zone only) will be verified by www.fontyou.com to validate the order. A valid VAT number will result a total order to be paid exclusive of VAT, while an invalid VAT number will result a total order including French VAT (20 %).

5.3 PAYMENT

The End user of the website www.fontyou.com can choose between several payment options, namely: Carte Bleue, VISA or MasterCard, via Mercanet.

Mercanet is the secure solution created by BNP Paribas.

Each data registered by FONTYOU constitutes the evidence of the commercial transactions carried out between FONTYOU and End user. Any data registered by the payment system Mercanet is provided by Mercanet and by BNP Paribas, used and chosen by the client of www.fontyou.com (bank or any other establishment) and thus constitutes the evidence of all the financial transactions carried out between FONTYOU and the establishment in question (or any other organization).

Payment by wire transfer is available only for offline purchases. Please contact FONTYOU for details of the process.

5.4 CUSTOMER SERVICE

For any question or information regarding the Fonts offered on the website www.fontyou.com, the visitor of the website is invited to contact FONTYOU either via the contact form available on the website, or via an email to contact@fontyou.com.

If the visitor of www.fontyou.com wants to order digital font licenses over 50 users, and/or any specific license not covered by the standard End User License Agreements, please contact FONTYOU, via the contact form available on the website, or via an email to contact@fontyou.com, to obtain a quote.

6. Modifications of the conditions of use

FONTYOU retains the possibility to modify one-sidedly the User's terms of conditions.

Unless otherwise agreed, FONTYOU will notify the End User by email concerning any modifications to these terms and conditions with 30 days notice.

7. FONTYOU Intellectual Property Rights

The logotype, the pictures, the writings and the fonts used by FONTYOU for the supply of the SAAS FONTYOU are copyright protected by the laws and international treaties of intellectual property, independently of the country in which the User is domiciled and remains the exclusive property of FONTYOU.

Without written permission from FONTYOU, the User may not edit and/or duplicate the SAAS FONTYOU features listed hereafter in any manner whatsoever.

8. Exclusions from liability – Limited warranty

FONTYOU is committed by all means to ensuring easy access to and operations by the SAAS FONTYOU.

Nevertheless, FONTYOU's shall not be liable, particularly in the case of force majeure, or a User's equipment or telecommunication networks malfunctioning. In these circumstances, FONTYOU will not be responsible for the unavailability or interruption of its services.

FONTYOU shall not be held liable for any loss, injury, claim, liability, or damage of Fonts of any kind as a result from the above-mentioned reasons.

9. User conduct

9.1 Data Fonts Backup

Considering the exclusions from liability listed above, the End User is responsible for ensuring the protection of all Fonts that the he wants to preserve, in their original shape.

9.2 Copyright of fonts - Obligations

Some of the Fonts used by the End user on the SAAS FONTYOU are provided by the End User. In this circumstance, only the End User is responsible for the stored, downloaded and operated Fonts via the SAAS FONTYOU.

The License on the User Software does not grant specific rights on the Fonts. End User shall not use a Font on the the SAAS FONTYOU if he does'nt have the necessary intellectual property rights on the Fonts to do so.

Consequently the End user guarantees to have all the intellectual property rights necessary to operate the Fonts he provides in connection with the SAAS FONTYOU

As FONTYOU does not make any preliminary check concerning the Fonts supplied by the End User, FONTYOU is entitled to delete any Font of the SAAS FONTYOU if a complaint of a third party is made against the explanations supplied by the End User.

The End User shall notably check that:

- he is entitled to Embed the Font into the source code of a mobile application
- the number of users allowed to use the Font
- he is entitled to embed the Font in software or any kind of software applications such as electronic devices , gaming devices, e-books, telephone, GPS system, camera
- he is entitled to assign, licence , give or distribute the Font

10. Personal data Protection

Personal data are automatically requested and gathered in order to generate the User's account and customize the SAAS FONTYOU.

The personal data is inclusive of the following:

- Login and password
- Name, mailing address, phone number and email address
- Date and place of birth
- The number of the identification's official document(s)
- Information on the SAAS FONTYOU's using from the End User in order to perform its operating procedure.

The personal data recipient is: FONTYOU - 3, rue de la Rochefoucauld, 75009 Paris, France.

Pursuant to the French "Computer and Freedom" law of January 6, 1978 modified in 2004, the End User has a right to access and rectify the data which concerns him or her and which may be exercised by contacting: FONTYOU by mail at 3, rue de la Rochefoucauld, 75009 Paris, France or by email at contact.us@fontyou.com.

The End User can also object, for legitimate reasons, to the treatment of data concerning him or her.

11. Cookies

Cookies are packets of data placed on the User's computer to improve the SAAS FONTYOU browsing and sent to and by FONTYOU. FONTYOU may use these cookies in particular to store personal data such as information required to generate a personal account. Any visitor to the FONTYOU Website may at anytime deactivate cookies through his or her internet browser.

12. Terminating membership of a user

12.1. Upon the acceptance of the terms and conditions of use, FONTYOU grants the SAAS FONTYOU Licensee an End User access and use for an indeterminate period.

Unless otherwise agreed, at anytime, the End User shall inform FONTYOU, by sending a request, to close his or her User account. Upon closing the account, the End User will have restricted access to the SAAS FONTYOU and automatically all the Fonts will be de-installed from the End User's computer.

12.2. FONTYOU in the case of a proven substantial breach of the aforementioned conditions is grounds for the termination of a End User's membership and deactivation of his-~~er~~/her/it account. This may be conducted within a fifteen (15) days delay post FONTYOU sending the End User a formal demand, indicating the nature of the breach, which has remained unfruitful. Thereafter, all the fonts are automatically de-installed from the End User's computer. FONTYOU reserves the right, in the case of liability, to act against the concerned SAAS FONTYOU User who is not upholding and respecting the agreed terms and conditions of use.

13. Revocation of intent

If any provision of these terms and conditions of use is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these terms and conditions of use shall continue to be upheld and in effect.

The choice of FONTYOU not to defend the rights, which are recognized in accordance with these terms and conditions of use, does not constitute a renunciation to assert its rights.

14. Choice of jurisdiction and governing law

All disputes arising between the Parties concerning the existence, validity, interpretation and/or performance of the present **terms of use**, that could not be amicably solved shall be exclusively then deferred to the Tribunal of Grande Instance of Paris. This agreement is exclusively governed by French law.