

# JUNG-LEE TYPE FOUNDRY

## EULA

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J-LTF®  
Amsterdam, NL

These are the Licence Terms of Jung-Lee Type Foundry.

These Licence Terms, together with the Specific Licence we agree with you, form the agreement between us (end user Licence agreement). 'You' are the (legal) person who is our customer.

Each Licence we provide is limited in scope – to a particular use and to specific usage parameters. The scope of your Licence is agreed between us in writing and confirmed by us in our invoice. Any use beyond this scope is in violation of our rights and requires an additional Licence.

Use of our digital typefaces without a Licence, or outside the scope of a Licence, is in breach of our intellectual property rights and will face enforcement action.

The End User Licence Agreement is subject to continuous change, future uses of typefaces may be subject to additional licensing, which will also apply to existing Licence holders.

### HOW THESE LICENCE TERMS APPLY

These Licence Terms apply to all our offers, to the orders you place with us and to the agreements and other legal relationships between us. These Licence Terms also apply to subsequent and additional offers, orders and agreements, and to new agreements between us.

These Licence Terms are presented to you in our webshop before you place your order, or sent to you before we reach agreement if you connect with us directly. In each case you can review these Licence Terms and have the option to save or print them for later examination.

These Licence Terms are also easily electronically

accessible on our website. Upon request they will be sent to you without delay and at no cost.

Any terms and conditions of yours are expressly rejected and do not form part of our agreement. Deviations from these Licence Terms are in writing and apply only to a specific order or agreement.

### FORMATION OF THE AGREEMENT

Our offers are made without obligation.

Our offers are presented to you in our online ordering process on the basis of your specific request, or in other ways identified by us as such. General offers on our website, in newsletter emails and in promotional materials are for information purposes only and are not considered as offers. You may accept an offer by making payment in the ordering process. Upon receipt of your payment your order is placed and the agreement is formed. All orders are subject to these Licence Terms.

We shall confirm your order by email.

### DELIVERY

We shall deliver the digital typeface of our agreement to you without undue delay after receipt of your payment, by sending you a file that allows for installation.

Any delivery times communicated or agreed are estimates and are not to be considered fatal terms or guarantees. We can offer best efforts only to deliver the digital typeface we agreed in accordance with the estimated delivery times.

Returns or refunds are excluded.

## LICENCE

Upon the formation of our agreement, you are provided with a non-exclusive, non-transferable and non-sublicensable Licence to use the specified styles and weights of the digital typeface of our agreement with the limitations of the Specific Licence that are agreed upon.

We distinguish several different Specific Licences. Which Specific Licence or Licences you require is determined by your use and your audience. The Specific Licence you purchase from us determines the usage limitations that apply. Please see our website for the different Specific Licences we offer.

You will render each and every document you share with third parties in which our digital typefaces are used static and uneditable in order to prevent that our digital typefaces can be copied from documents.

For the avoidance of doubt, your group companies, design agencies and contractors, such as freelancers, need to purchase licences of their own. You will inform such third parties thereof.

You may provide a copy of our digital typeface to a printer, solely for it to be able to print a document without modifications on the basis of your instructions. The printer must delete our digital typeface immediately after the instruction has been carried out, for which you are liable as against us.

Any use of our digital typefaces outside the scope of your Licence gives us the right to terminate your Licence with immediate effect. We are not liable for any damage that is the result thereof.

Each Licence is provided on the condition precedent of full and final performance of your payment obligations against us.

## TRIAL LICENCES

We may provide Trial Licences that allow you a limited time period to test a digital typeface and present it to a client who may want to purchase a Licence from us.

The use of such Trial Licences must respect the purpose limitation of testing and presenting and the Trial Licence automatically terminates without notice after 3 months following receipt of the files. Files must be deleted immediately after termination of the Trial Licence.

## FEES AND PAYMENT

In consideration of the Licence we provide to you, you shall pay us the agreed Licence fees.

The Licence fees will be paid in advance, as part of the online ordering process as referred to in article 2.3<sup>1</sup> or on the basis of an invoice in case you connect with us directly. Your right to set off or suspension of payment obligations is expressly excluded.

In case of late payment, you are in default by operation of law without notice and interest is due to an amount of 1 of the invoice amount outstanding per month. Part of a month shall be construed as being a full month. Payment is late when the amount due is not received on the bank account written on our invoice on the first day after the payment term on the invoice passes.

You are liable for all judicial and extrajudicial costs incurred by us in enforcing payment of invoices, to a minimum of 15% of the invoice amount outstanding inclusive of interest due. In the event we are forced to start legal proceedings to enforce payment of invoices, you shall pay the actual costs thereof, among which reasonable legal fees, fees of court representatives and court fees, also if these rise above what the court orders you to pay.

## INFORMATION RIGHT

We have the right during our agreement and a period of 2 years after termination thereof to have your computers and (on-site and online) IT systems inspected by an independent IT auditor in order to verify that the limitations of your Licence are being and have been respected, such as with regard to visitor numbers of a website. This includes trial Licences.

The auditor will sign a non-disclosure agreement with you and the inspection will not extend beyond what is

reasonably necessary to assess the use of our digital typefaces within your organisation. The costs of the inspection are borne by us, except in case a material breach of our agreement is established, in which case the costs are reimbursed by you.

In case of a breach of your Licence limitations, you will pay additional Licence fees to us, to cover the total actual use of our digital typefaces. This shall cover the entire time of use up to the inspection and shall amount to a fee of 3 times the normal fee, with a minimum of € 5,000.- excluding VAT. In addition, you will purchase the required Licence(s) for further use, if you want to continue your use.

We reserve the right to terminate your Licence with immediate effect in case a breach is established. We are not liable for any damage that is the result thereof.

### USER CONDUCT

You guarantee that you will not use our digital typefaces for any act in violation of third party rights. Third party rights include, without limitation, intellectual property rights, such as copyrights, neighbouring rights, database rights, design rights, patent rights, trade mark rights, trade name rights and trade secret rights. Third party rights also include, without limitation, data protection and privacy rights.

You also guarantee that you will not use our digital typefaces in violation of criminal law, statutory provisions of mandatory civil or administrative law, public order, public morality or what according to unwritten law is regarded as proper social conduct. This includes actions that are homophobic, transphobic, xenophobic and anything of the like, promoting misunderstanding and inequality.

### CONFORMITY

You may expect that the digital typeface we provide to you is in conformity with the agreement, which means that the file we deliver to you contains the styles and weights of the digital typeface we agreed to provide to you. You understand that our digital typefaces may not function in

applications that do not fully support custom fonts.

We do not give any other guarantee or warranty, express or implied, with respect to the digital typeface we provide, the application or use thereof or otherwise, including implied warranties of merchantability or fitness for a particular purpose, each of which is specifically disclaimed. We cannot guarantee that the digital typeface will be entirely without errors.

In case the digital typeface delivered does not conform to the agreement, we shall, at our choice and on the condition that you complained sufficiently in time in accordance with article 10, provide a replacement file or refund the Licence fee. Both will be done within 30 days after receiving back the file from you. This is your sole and exclusive remedy for non-conformity. In case the Licence fee is refunded, the agreement is considered to be cancelled (ontbonden) without any liability for damage or costs on our part.

Without obligation, we shall regularly update the software of our digital typefaces. You may contact us to ask for updates that are available, which we will provide free of charge. Having an update available does not in any way qualify the software that was used before as inadequate. These Licence Terms apply without limitation to the provision and use of updated or modified versions of our digital typefaces.

### COMPLAINTS

You are obliged to inspect the digital typeface delivered to you immediately upon receipt on any defects.

You are obliged to complain to us about any defects by notifying us with a detailed description of the defects in writing within 3 business days after receipt of the file with the digital typeface.

You lose all rights and legal measures with regard to a defect in the performance of the agreement in case you do not complain in time in accordance with this article 10<sup>2</sup>.

## INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights and related rights, including patent rights, copyrights, design rights, database rights, trademark rights, trade name rights, and rights to trade secrets and know how that are vested in our digital typefaces, including any accompanying materials, are owned by us and our licensors.

You do not have any right to use our digital typefaces unless expressly agreed in writing and on the basis of applicable mandatory law.

You are not entitled to reproduce, make available to the public, distribute or modify the digital typeface provided to you, unless expressly agreed between us as confirmed by us in writing or as expressly permitted under applicable mandatory law.

It is strictly prohibited to (enable others to) decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of our digital typefaces, or any part thereof, except to the extent permitted by applicable mandatory law.

Our digital typefaces contain copyright notices that you may not under any circumstance remove.

We guarantee that we are authorised to provide you with the Licence we agreed upon and that your use of our digital typefaces within the scope of your Specific Licence does not infringe any third party rights. We indemnify you against all third party claims in that respect.

## LIABILITY

In case of an attributable breach in the performance of our agreement by us, or an attributable unlawful act by us, our total cumulative liability for direct damages that are suffered by you is limited to the amount of the invoice (excluding VAT), with a maximum amount of € 1,000 per event or series of mutually related events.

Our liability for indirect or consequential damages is excluded. Indirect or consequential damages are, without limitation, damages in the form of loss of turnover, loss of profit, interruption of business, loss of income or

savings, damage to or loss of data, media or computer programmes, reputational damage, fines, penalties and third party damage claims.

Default on our part is only established after you notify us of the default in writing, giving us the opportunity to fulfil our obligations within a reasonable term, and we let this term pass without fulfilling our obligations.

Each damage claim on us shall expire (vervalt) 3 months after the date on which you become aware of, or reasonably could have become aware of, the damages and of us as the liable party.

The abovementioned exclusions and limitations of liability do not apply in case of wilful misconduct of gross negligence on our part.

## TERM AND TERMINATION

We may terminate our agreement with immediate effect if you use our digital typefaces outside the scope of your Licence or otherwise act in breach of these Licence Terms. We are not liable for any damage that is the result thereof.

After termination of the agreement, you must immediately delete the file of the digital typeface we delivered and any copies thereof.

Subscriptions run for successive one year periods and renew automatically, unless terminated in writing at least 1 month prior to the end of the period.

## OTHER CONDITIONS

Should any provision of these Licence Terms become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

These Licence Terms may be changed or updated at any time. You can always find the most recent version on our website. Each order is subject to the version of the Licence

Terms applicable at the time of the order.

These Licence Terms also apply on behalf of the legal persons or entities, auxiliary persons and subordinates that we engage in performing the agreement.

The legal relationship between us and your rights and obligations under the agreement cannot be transferred without our prior written approval, unless expressly permitted under applicable mandatory law. This provision has effect under property law as written in article 3:83 paragraph 2 of the Dutch Civil Code (Burgerlijk Wetboek).

The legal relationship between us is exclusively governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.

Any dispute arising from our agreement will be exclusively submitted to the competent court in Amsterdam, the Netherlands, notwithstanding our right to bring disputes before the courts in your place of residence.

<sup>1</sup> You may accept an offer by making payment in the ordering process. Upon receipt of your payment your order is placed and the agreement is formed. All orders are subject to these licence terms.

<sup>2</sup> Read COMPLAINTS on page 3.