

## SOCIAL MEDIA LICENSE (LICENSE AGREEMENT)

Version BF-SM.1.07  
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The font software (the “Font Software”, or “Font files”), copyrighted as a computer program, includes the relevant Font Style and appropriate software instructions. A copy of the Font Software is made available to the User in the OTF format unless otherwise specified in the Invoice or in the Online Order.

The Font and the Font Software are collectively referred to hereinafter as the “Products” and each individually, as the “Product”. The right granted by the Licensor to the User to use the Font in any specific manner authorizes the User no use the Font Software, and vice versa.

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The use of the Products is authorized against payment of license fees.

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## IN SIMPLE TERMS

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Typeface is protected by law as a work of graphics (Font) and as a computer program, software (Font Software).

Font is a work of graphics (art), a drawing that you see.

Font Software is an OTF or other font format file.

Neither the Font nor the Font Software is sold. The right to use the Font and the right to use the Font Software are sold. These are different rights, you can buy them together or separately. You can’t use the Font or Font Software for free.

We have several types of licenses. Each license authorizes something and prohibits something. You need to choose the license that suits you. You can only use the font as described in the license you purchased. What you bought is indicated in the invoice.

The person who paid for the license is the Payer. The one who uses the font is the User. You can be both a Payer and a User at the same time.

You are purchasing a non-exclusive license. This means that anyone else can also buy a license and use this font.

Each typeface (for example, Gerbera) consists of styles (for example, Regular). The license is sold for certain styles. If you have purchased a license for, for example, Gerbera Regular, you cannot use, for example, Gerbera Medium.

If you paid for the license and/or started using the font, then you agree with everything that is written here.

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We can issue you an invoice for payment using your bank details. Only you yourself can pay the invoice and must do so within seven days. If you have paid the invoice, it means that you agree with what is written here and in the invoice. You get the right to use the font after payment.

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3.2. The User is hereby authorized to use the Font by way of reproducing any text composed of any Glyphs, such as titles, credits, captions etc., and as part of any of the User's own short audiovisual products in social media alone and only in the User's own accounts, subject to further restrictions on the duration of use.

3.3. Any and each of the User's accounts in social media must be expressly and unambiguously attributed to the User as the User's own account. The address of any and each of the User's account and the User's nickname or handle as used by the User in each of the social media where User uses the Font in any of the User's anonymous accounts, must be stated in the Invoice or in the Online Order. The User may not use the Font in the User's other accounts.

3.4. The Font may not be used in any third party account. The Licensor imposes no restriction on the reproduction and making available any rasterized image containing any Glyph posted by the User to the general public, by any such user in such user's any own account by way of reposting, sharing, cross-posting etc. such image in social media.

3.5. The User is not hereby authorized to use the Font in any audiovisual product created by any third party or in any third party's interest. Subject to this License, the User may only use the Font in short audiovisual products created by the User independently within the meaning of Article 1240(1) of the Russian Civil Code to be used in any of the User's accounts in social media. The User may not authorize such use to any third party.

3.6. If any audiovisual product as used in any of the User's own account in social media contains any introductory or final credit titles showing the User's or any other person's copyright sign (©), or has other publisher imprint, the User shall procure that such audiovisual product show an easily perceivable credit identifying the copyright holder of the Font used in such audiovisual product.

3.7. The User may not use any such audiovisual product outside any of the User's accounts in social media, as is further prescribed by the terms and conditions set out hereinbelow. The Licensor hereby gives consent to the use of the Font in any audiovisual product as a compound object strictly for a period expressly set out in this clause. Such period is deemed to commence upon posting the User's audiovisual product in the User's account in any of the social media. The duration of the period shall be one hour; upon the expiration of such time the User may not use the Font in any manner, including its reproduction, distribution, import, lease out, display, communication, making it available to the public etc., which does not however imply the User's obligation to delete any such post(ing) containing any audiovisual product lawfully reproduced and made available to the public by the User.

3.8. The total number of subscribers to all of the User's accounts in all of the social media may not exceed the total number of subscribers specified in the Invoice or in the Online Order. If the actual number of such subscribers exceeds such authorized total number, the User shall be deemed to have forfeited the User's right to use the Font starting the month immediately following the month in which the actual number of such subscribers exceeded such authorized total number. The User may opt to ask the Licensor to issue of a new license authorizing a greater number of subscribers, or cease the use the Font. No diminishment of the actual total number of the User's subscribers shall then authorize the User to resume the use of the Font.

3.9. If the User's authorization to use either of the Products terminates, the User shall forfeit the User's right to use the Font in any image or audiovisual product intended to be posted in any of the social media under this License. Any earlier entry posted in any of the social media using the Font shall not however be deemed to constitute any breach of the exclusive right to the Font.

3.10. Any estimate of the actual total number of subscribers to any account of the User in any of the social media shall be based on the data of the actual total number of the User's subscribers publicly available from each of such social media. If the Font is used in any account

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You can buy a license on our website or on the distributor's website. If you paid for the license through the site, it means that you agree with what is written here. After paying on our website, you will receive an automatic email with the purchase details and download links to font files and the license text. Distributors determine the algorithm for working with clients themselves. You get the right to use the font after payment.

## 3. WHAT THE LICENSE ALLOWS

You can use the font in your own social media accounts. You can use the font in bitmap images and in video clips. These images and videos can only be used on your own social media accounts and nowhere else.

Your account must contain your personal data: first name, last name, or company name. If your account is anonymous, we will indicate your alias in the invoice.

Only you can use the font. You cannot use the font in other people's accounts. At the same time, other users of social networks can repost your publications or otherwise distribute them.

You can only use the font in your own videos. If you create videos for a client, this license is necessary for your client.

If you create a video with opening or closing titles, you must include information about us and our font in these titles.

The video can only be published in social networks without the right of TV broadcast, film distribution, sale of copies, etc. For such use, a «Video» license is required.

The invoice shows the total number of subscribers in all social networks. If this number increases, you will need to contact us for a license upgrade. Otherwise, it will be considered that you have lost the right to use the font, and you will not be able to use the font in new publications. At the same time, you have the right to leave the old publications.

The number of subscribers is estimated based on open information in social networks. If the number of your subscribers is hidden or not publicly available, you are required to provide us with the data at our request. Otherwise, it will be considered that the number of subscribers is greater than the number specified in the invoice, and you will lose the right to use the font.

If you have created or own a social network, you cannot use the font for the interface or functionality of the network. This license is for network users only.

You can install the font on one of your own computers just to create an image or video to post on social networks.

You must ensure that the font is protected from illegal copying.

where the actual total number of subscribers is hidden or not readily publicly available, the User shall provide the actual total number of the User's subscribers to such account on the Licensor's request. If the actual total number of subscribers to any of the User's account is inaccessible so that the total number of the User's subscribers cannot be estimated, the actual total number of the User's subscribers shall be deemed exceeding the authorized total number as limited by this License, and the User, having forfeited the User's right to use the Font.

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- in printing matter
  - on websites
  - in apps
  - in logos and identity
  - on packages
  - in outdoor advertising
  - in video
  - in TV broadcasting
  - in electronic publications
  - in electronic advertising
  - install the font on the server
  - install the font on more than one computer
  - transfer the font to contractors
- Specific licenses are required for the listed uses. You can publish the logo in all the listed media without purchasing an additional license.

You can't transfer font files to other people, either for free or for a fee.

Anything that is not explicitly allowed is prohibited.

4.12. Service License is a license to issue any temporary limited sublicense to any third party contracted to perform any work for the User, requiring installation of the Font Software on the such third party contractor's personal computer.

## 5. CLARIFICATION OF THE TERMS AND CONDITIONS OF THE LICENSE

5.1. If any provision of the License appears unclear as to any specific use of the Products, the User may enquire the Licensor as to the use of the Products in a specific situation. The Licensor's clarification will be binding on the User in the relevant context in relation to the current version or revision of the License. Any further version or revision of the License may require a new clarification by the Licensor for any newly issued License.

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9.1. The use the Products, authorized to the User may paid for by a third party (the "Payer"). The Payer acquires no authorization to use the Products even if the User does not exercise such authorization. All restrictive terms and conditions of the License applicable to the User apply to the Payer within the meaning of such conditions and as applicable to the acquisition of the authorization in favor of a third party.

9.2. The Payer, acquiring the authorization to use the Products by the User, shall procure that the User has read, understood and consented to the terms and conditions of this License. The User is not authorized to use the Products until the User has given the Licensor such consent.

9.3. The Payer shall specify the User when executing the Online Order or the Invoice, and provide the User's all requisite details. If the User is a legal entity, the Payer shall specify: the full exact name; registered address; taxpayer identification number, e-mail address. If the User is

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## 6. TERM AND TERRITORY

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## 7. PAYMENT

You can't use the font for free. Payment must be made in full and on time.

## 8. OBTAINING THE FONT

If you purchased the license through payment of the invoice, we will send you the font files by email within seven days after payment. (We usually do this on the day of payment or the next day).

If you purchased a license on our site, you will receive a link to download font files and a link to the license text.

## 9. THE USER AND THE PAYER

You can buy a license for another person (individual or legal entity), but you will not be able to use the font yourself on this basis. In this case, you are the Payer, and the person for whom you buy the license is the User.

You must share the license terms with the User with and obtain their consent to these terms. Otherwise, he has no right to use the font.

When purchasing a license, you must provide the necessary information about yourself and

an individual, the Payer shall specify the full name including the surname, first name and middle name (where appropriate), registered residence address; taxpayer identification number, e-mail address; and, as the case may be, registration of the User as a sole trade. The Payer shall also provide the same details of the Payer.

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9.6. The Font Software (or the link to download the same) shall be sent to the User or the Payer at the contact e-mail address appearing in the Invoice. If the Payer provides the Payer's e-mail address to receive the Font Software, the Payer shall forward the e-mail to the User and delete any existing copy of the Font Software, including from the Payer's mail server, after obtaining the User's consent to the terms and conditions of the License.

9.7. The Payer hereby guarantees to the Licensor the User's full compliance with the terms and conditions of this License, and accepts full responsibility and liability to the Licensor for any of the User's infringements of the Licensor's exclusive right and for any use of either Product by any the User in any manner or extent not authorized by this License. The Payer and the User shall be jointly and severally liable to the Licensor for any such infringement. This obligation of the Payer shall remain in full force and effect throughout the entire period of effect of this License and three years thereafter.

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## 13. APPLICABLE LAW AND DISPUTE RESOLUTION

13.1. The governing law applicable to this License as the License Agreement and to commerce

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If there are not enough fields on our website or on the distributor's website to enter information, use the fields that are available, such as: "John Doe (personal details) for ACME LLC (details)".

The font or download link will be sent to the e-mail address that you specify. If you specified your own e-mail address, you need to forward our email to the User and delete the font.

You are responsible for the fairness of the User. If the User violates the terms of the license, both the User and you will be responsible.

## 10. INDICATION OF THE AUTHOR AND COPYRIGHT HOLDER

If it is technically impossible or difficult to specify our copyrights, we allow you not to do so. For example, when using a font in a logo. If it is technically possible to specify the authors, you should do it. For example, in the output of a book or movie credits. Specify our copyrights as it is written in the invoice or as follows: "font name © Brownfox-type.ru", for example: "Font Gerbera © Brownfox-type.ru". We have the right to use your works as examples of font in use.

## 11. GUARANTEES

The Licensor (Gayane Bagdasaryan) has all the rights to grant you a license for the font.

If our font does not work for you or does not work as you expected, the Licensor is not responsible for this and is not obliged to help you. (Usually we do respond to reports of technical problems, but the problem is always on the user's side. So before you write to us, try to solve the issue yourself).

In the worst case, the Licensor will pay you no more than 1000 rubles for the damage.

## 12. PURCHASE OF A LICENSE THROUGH DISTRIBUTORS

You can purchase a license for our fonts from distributors, but the terms of the license will be the same as with us. The distributor can't sell you a license on advantageous terms. If the distributor did not update the license in time, then the license terms that were published on our website at that time apply to your purchase.

## 13. GOVERNING LAW AND SETTLEMENT OF DISPUTES

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13.3. The User consents to the above extent of protection of any font works even if the User's jurisdiction protects the Font Software only. The User understands that any use of the Font design not authorized by the Licensor, by any third party registered in any such jurisdiction may result in claims brought against any such third party, including claims in respect of export of relevant copies, commerce in products, or accessibility of such images via the Internet regardless of the location of the hosting server.

13.4. The place of issuance of this License and conclusion of the license agreement by way of acceptance of the offer shall be deemed to be in Moscow, Russian Federation.

13.5. The place of issuance of this License and conclusion of the license agreement by way of acceptance of the offer shall be deemed to be in Moscow, Russian Federation even where any use of the Font and/or the Font Software was authorized through a Distributor.

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