

LOGOTYPE LICENSE (LICENSE AGREEMENT)

Version BF-L.1.07
<http://brownfox.org/licence/>

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Whether you are an individual or a corporate entity, for the convenience of using this License, you are referred to hereinafter as the “User” or the “Payer” if the User and the Payer are not one and the same person.

This License has been issued by Sole Trader Gayane Bagdasaryan (the “Licensor”). The Licensor represents and warrants that the Licensor has full power and authority to issue this License and enter this License Agreement.

Font products are protectable under the laws of the Russian Federation both as artworks (in respect of the Font) and as computer programs (in respect of the Font Software).

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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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1.3. The User acknowledges and agrees that the User has read and understood the text of the License enclosed with the Invoice prior to obtaining the License.

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IN SIMPLE TERMS

You need this license to use the font in logos, product names, descriptors, slogans, mottos, and other kinds of identity.

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

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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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2.1. If the License is purchased online on the Licensor's website or on the website of the Licensor's authorized representative (each, a "Distributor"), the terms and conditions of such purchase are referred to as an "Online Order", irrespective of the titles of executed electronic documents and/or content of the web pages displayed in the course of the purchase. Payment of the license fee by the User is deemed to constitute acceptance of the offer (and the User's acceptance and agreement to the terms and conditions of the Online Order). The Licensor and the User are deemed to have entered into the License Agreement (and issued and, respectively, accepted the License) upon acceptance of the offer (i.e. payment of the Online Order).

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3.5. Any use of the Font in a greater number of Logotypes or in any Logotype with any textual part other than authorized constitutes a breach of terms and conditions of this License and the right to use the Products.

3.6. The User may only use the Font in the User's own Logotype(s). The User may not use the Font to create any third party's logotype(s).

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3.9. The Licensor imposes no restriction on the User's further use of the User's Logotype lawfully created under this License, on any the User's products or in any information of the User's services, advertising, print or audiovisual products including video commercials, in any outdoor advertisements, including signboard and rooftop advertisements, on any website on the Internet, etc. All such uses, however, must be either the User's or in the User's interest. The Parties agree that even if creating any Logotype requires remaking any of the Glyphs, this License prohibits the User from using such Logotype in any third party's interest.

3.10. The User may, in any further electronic use of the Logotype, including where the User supplies a file with the Logotype to any of the User's contractors, integrate images of some of the Glyphs in the vector format in a graphic file, but may not include in any such file any or all of the Font Software as some of the Glyphs.

3.11. If the use of either Product by the User is terminated before time due to the User's failure to pay any portion of the license fee or any other breach of any of the terms or conditions of this License, no person, including the User, may use the Logotype, even if such Logotype has been registered as an identificatory designation. The same consequence shall take effect in the event where the use of any of the Products has not been deemed authorized.

3.12. The Invoice or the Online Order shall specify if the User is authorized to register or have the Logotype registered as any identificatory designation such as trademark. If the Invoice or the Online Order does not expressly specify that the User is authorized to register or have the Logotype registered as a trademark, the User has no such authorization.

2. ONLINE PURCHASE OF A LICENSE

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 logos, product names, service names, descriptors, slogans, mottos, and other types of identity. Further, all these types of inscriptions are called a "Logo" for convenience.

If you use the font on the packaging, but not in the product name, but in the information text, you do not need this license, but the "Goods and Printing" license.

The number and text parts of the logos are indicated in the invoice. You can't use the font in other logos.

You can only use the font in your own logos. You can't use the font in other people's logos. If you make a logo for a client, the license must be issued in their name. You yourself need a "Desktop license".

You can change the shape of the font characters that are part of the logo. You can't change other characters. You cannot create other fonts based on our font or based on your logo.

You can use the logo without restrictions anywhere and as many times as you want. If you only need the font for the logo and nothing else, you don't need to buy any other licenses. You can transfer the logo to other people in vector format. You can't pass the logo along with the font file.

If for some reason you have lost the right to use the font, you can no longer use the logo, even if you have registered it as a trademark.

The cost of the license depends on whether the logo will be registered as a trademark or not. The invoice will indicate whether such registration is allowed or not.

If the invoice does not say that the logo can be registered as a trademark, then this cannot be done, in any country. In this case, you also cannot register the logo as a secondary element, for example, in the packaging.

If the invoice states that trademark registration is allowed, you can dispose of the logo without restrictions.

You can install the font on one of your own computers just to create the logo.

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

3.13. The User understands and agrees that the amount of the license fee payable by the User to the Licensor under this License is set depending on whether the Logotype may be registered as any identificatory designation; any registration of the Logotype in the absence of such authorization shall therefore constitute an infringement of the Licensor's exclusive right to the Font and a breach of this License. This rule applies irrespective of jurisdiction of filing or registration of such identificatory designation.

3.14. If the User has no authorization to register the Logotype or to have the Logotype registered as an identificatory designation, the User may not register the Logotype or have the Logotype registered even as a secondary element, such as part of any label or general form of any packaging.

3.15. If the User has lawfully registered the Logotype or had the Logotype registered as a trademark under this License, the User may authorize any third person to use the Logotype in accordance with applicable laws governing identificatory designations and without restriction on the right to dispose of the exclusive right to the Logotype.

3.16. The User is hereby authorized to install, save in the memory of and run the Font Software in the OTF format on not more than one personal computer operated by the User whether as a legal entity or as an individual. Installation of the Font Software on more than one personal computer is subject to obtaining a Desktop License for the relevant number of users.

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3.18. The User may not install the Font Software in the OTF format on any device other than a personal computer, including installation or copying on any server.

3.19. The User shall ensure protection of the installed Font Software and any backup copy of the Font Software against unauthorized copying. No online access via a network must be allowed, authorized, permitted or enabled to the Font Software or any reserve copy thereof installed on any personal computer. Any inadequate protection of the Font Software by the User constitutes the User's risk and shall create the User's liability for any resulting breach or infringement of the Licensor's rights.

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 - on websites
 - in apps
 - in social networks
 - 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.

the Web Server, in any local or private intranet even if such intranet functions on the basis of any public net, and in any application with restricted access;

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.

5.2. In case of any doubt as to authorization of any use of the Product, the User shall enquire the Licensor as to such use before such use. In such case, the User may not begin using the Product until the Licensor's consent is granted.

6. TERM AND TERRITORY OF THE LICENSE

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6.2. Using the Font and the Font Software in the extent set out in the License is authorized for the entire term of effect of the Licensor's exclusive right the Font and the Font Software, unless otherwise provided by the License, the Invoice or the Online Order. The authorization to use the Font and the Font Software shall terminate in the cases specified in the License.

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7.3. If the License is acquired, and using the Product is authorized, on the basis of the Online Order, the license fee must be paid simultaneously with the execution of the Online Order to the extent that such online payment is technically possible under the current license terms, but in any event not later than the day of execution of the Online Order.

7.4. The license fee many not be paid for only some of the Products specified in the Offer or the Online Order or only for a portion of the authorized uses of the Products.

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8.2. The User shall be provided a link to download the Font Software and a link to the text of the relevant version of the License upon execution and payment of the Online Order.

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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.

5. IF SOMETHING IS UNCLEAR

Send your question to hello@brownfox.org and wait for our response before you start using the font.

6. TERM AND TERRITORY

You get the right to use the font immediately after payment and almost indefinitely on the territory of the whole world. If the payment failed for a technical reason, you can't use the font.

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.

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 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.

9.4. If either the Online Order or the Invoice form does not contain any of the identification and contact details as set out above, or any or all of such details are untrue or invalid, the User shall not be deemed to have been authorized to use the Products.

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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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11.2. The Font and the Font Software are provided "as is" without any express or implied obligation on the part of the Licensor, including commercial warranties and guarantees of suitability for any particular use. In no event shall the Licensor be liable for any loss or damage caused by the use or inability to use the Font and Font Software, or for the provision or failure to provide any support services related to the use of the Font and Font Software.

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When purchasing a license, you must provide the necessary information about yourself and the User: Name, Address, VAT-ID, e-mail.

If you have not specified all or have specified incorrect data, the User cannot use the font.

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

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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.

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13.2. Font Products are protectable as artwork and as software under the laws of the Russian Federation. Any use of either the Font Software or the Font as Glyphs and as graphic artwork by any person must therefore be duly authorized by the Licensor. Each of the Glyphs is an object of copyright protection.

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.

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13.6. The competent courts at the location of the Licensor shall have jurisdiction over any matter related to this License and the license agreement. Any dispute related to the execution, existence or termination of the License and the license agreement or arising therefrom or related to the use of the Products by the User or the Payer outside the License shall be referred for resolution to the Moscow City *Arbitrazh* Court; Zamoskvoretsky District Court in Moscow, Russia; or Justice of the Peace Court No. 398 in the Zamoskvoretsky District in Moscow, Russia, depending on whether such dispute is subject to the jurisdiction of the *arbitrazh* court, district court, or justice of the peace court.

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