

## DESKTOP LICENSE (LICENSE AGREEMENT)

Version BF-DT.1.08  
<http://brownfox.org/licence/>

THE SUBJECT OF THE LICENSE IS SPECIFIED IN THE THIRD SECTION. YOU CAN START READING FROM IT, AND THEN GO BACK TO THE BEGINNING – SO IT WILL BE EASIER FOR YOU TO CHOOSE THE RIGHT LICENSE.

This license (this “License”) constitutes a formal agreement which you irrevocably and unconditionally enter into as you pay your Invoice or your Online Order. You are also deemed to have obtained the License, agreeing to all of the terms and conditions of the License and the Invoice or the Online Order, when you have started actually using the font, either as an artwork or as software.

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).

The font (the “Font”), copyrighted as an artwork, consists of individual glyphs (each, a “Glyph”) used to compose various texts (each, a “Text”, and collectively, “text”).

The User is hereby granted a non-exclusive right and authorized to use only the font style which is specified in the Invoice or in the Online Order (the “Font Style”). The User has no right to use any other style of the Font. Each font style is a complete individual author work product. The Font Style named in the Invoice or the Online Order is referred to as the “Font” in the License.

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.

The specific type of purchased license, the types of the Font, specific Font Style and Font Software, together with other material terms and additional restrictions of the License are identified and specified in the Invoice or in the Online Order.

The extent of the use of the Font and the version and build of the Font Software, authorized non-exclusively on the basis of the Invoice or the Online Order, is set out in the License and its specific revision, subject to the restrictions set out in the Invoice or in the Online Order. No use of the Font or the Font Software other than expressly set out in the Invoice or in the Online Order is authorized to the User. Depending on the use and extent of use of the Products by the User, the Licensor offers different types of licenses. The grant of this License implies no authorization for the User to use the Products otherwise than authorized by any license of any other type.

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

### 1. INVOICE AND ACCEPTANCE OF THE OFFER

1.1. If the License is obtained by way of payment of the Invoice, all terms and conditions of the offer not expressly set out in the License shall be specified in such Invoice. The payment of the license fee set out in the Invoice constitutes the acceptance of the offer in its entirety and, respectively, the User’s agreement to terms and conditions of the License and the Invoice. This license agreement shall be deemed entered into by and between the Licensor and the User (and the License as granted to the User) upon the acceptance of the offer by the User (or, respectively, payment of the Invoice by the User or by the Payer).

1.2. The Invoice must be paid within seven (7) days which constitutes the period of acceptance of the offer unless otherwise provided in the Invoice. The Licensor may revoke the offer at any time before or at its acceptance.

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.

1.4. The Invoice is issued only in the name of the person it is intended for as the recipient of the offer. No person other than specified in the Invoice except the User and/or the Payer may pay the Invoice and so accept the offer.

## IN SIMPLE TERMS

You need this license to install the font on your computer and use it to design layouts. This license also allows you to use the font in small-circulation printed matter (up to 1000 copies).

If there is something unclear about the license or you are in doubt about what type of license you need, then drop us a line at [hello@brownfox.org](mailto:hello@brownfox.org).

This license was issued by Gayane Bagdasaryan (hereinafter referred to as Licensor).

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.

### 1. PURCHASE OF A LICENSE THROUGH PAYMENT OF AN INVOICE

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.

## 2. PURCHASE BY ONLINE ORDER

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).

2.2. The User hereby acknowledges and agrees that the User has read and understood the License prior to obtain the License, and that the User has been supplied with a link to the text of the License, as contained in the Online Order.

## 3. PERMITTED USES OF THE PRODUCTS

3.1. The User is hereby authorized to install, save in the memory of and run the Font Software on the number of personal computers operated by the User as a legal entity or an individual, expressly set out in the Invoice or in the Online order.

3.2. The User is hereby authorized to use the installed Font Software for the purpose of exercise of the User's right to use the Font as an artwork in the manner(s) authorized by this License.

3.3. The User is hereby authorized to use the installed Font Software for the purpose of performing any work commissioned by any other authorized user of the Products, such as designing product packaging commissioned by any other user holding a Goods & Print License.

3.4. The User is hereby authorized to use the installed Font Software to embed any image of any Glyph in any electronic document in a scalable format, such as a .pdf document, but solely for the purposes of the User's own document flow or the User's business document exchange with it's the User's own client or customer only, with no right to publish any such document widely or to make them otherwise available to the public, and only where such document is intended for print and preview and cannot be edited, and the font file cannot be extracted therefrom, such use as the publication of any .pdf document being subject to obtaining an E-Publication License.

3.5. The User is not authorized to use the Font Software as computer software in any other manner, including distribution thereof, making it available to the public, authorizing network access thereto, reproducing it otherwise, using it in applications, etc.

3.6. The User is hereby authorized to use any Glyph as a graphic artwork for any of User's following own purposes:

- to reproduce any Glyph in any informational text on paper for the purposes of the User's own internal document flow in less than 1000 identical copies of each such document;

- to reproduce any Glyph in any informational text in any print product, such as any non-periodical non-serial publication, product packaging etc., not more than 1,000 copies with the right of further distribution thereof the same, subject that the User commercializes itself such product; any larger number of copies being subject to obtaining a Goods & Print License; and

- to reproduce any Glyph on the User's any one own signboard, any one own office plate and/or any one own showcase for the entire period of effect of this License; any larger number of signboards being subject to obtaining a Logotype License, and any larger number of show-cases or posters being subject to obtaining an Outdoor Advertising License.

Any larger number of Desktop Licenses acquired by the User does not extend the limits of the use of the Font such as in print or in any text on any signboard, etc.)

The User may use any of the Glyphs as specified in this clause solely for the User's own purposes and not on third party order.

3.7. For the purposes of this License, any informational text is any text reproduced solely for informational purposes and not intended to identify any individual or corporate entity or any product or a service of such individual or entity. Any use of the Font outside informational text includes any use of the Font in any logotype, name of any product or service, descriptor, slogan, commercial designation, motto, any other identificatory designation or any other similar use, any such use being subject to obtaining a Logotype License.

3.8. The User understands that the amount of the license fee payable by the User to the Licensor under this License is set in view of the restriction on the use of any Glyph as any identificatory designation, and that such use of any Glyph, including registration of an identificatory designation, without prior obtaining the appropriate Logotype License shall constitute an infringement of the Licensor's exclusive right.

3.9. The User is not authorized to install the Font Software on any device other than a personal computer, including installation and copying on any server.

## 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

The license allows to install the font on a certain number of computers and use it to design layouts – for your own needs or for your client. At the same time, your client must have their own font license of the required type.

Embed the font in documents for internal use (for example, pdf) without the ability to edit documents.

Use the font in print for your own needs (up to 1000 copies) and distribute these products.

For a larger circulation, you do not need to buy two or three Desktop licenses, for this you need "Goods and printing" license.

Use the font on one of your own signs, plates, or storefronts. For a larger number of signs, you do not need to buy several Desktop licenses, for this you need a "Logo" license, and for a larger number of storefronts or posters you need an "Outdoor Advertising" license.

The above means using your own products for your own needs. If you are a designer and make design layout for someone else, your client also needs their own license of the required type.

The font cannot be used in logos, product names, slogans, or other identity. For this, you need a "Logo" license.

The font can only be installed on a computer. For example, you can't install on the server. To do this, you need a "Server" license.

You must protect the font files from illegal copying and not allow network access to the files.

3.10. 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.

#### 4. EXCLUDED USES OF THE PRODUCTS

It is expressly stated that the following uses of the Products are subject to obtaining other dedicated types of licenses, and that the User is not authorized to the Products in the following ways without prior purchasing such other dedicated license:

4.1. Web License is a license to display any text content of any website in Font using the CSS @font-face instruction;

4.2. App License is a license to use the Font and/or the Font Software as part of any mobile or application or any computer program;

4.3. Logotype License is a license to use the Font as part of any logotype, descriptor, slogan or any other identificatory designation of any person, product or service (with or without the right to registration of the same as a trademark), and to modify any individual Font Glyphs where necessary;

4.4. Social Media License is a license to use the Font in any social media;

4.5. Goods & Print License is a license to use the Font in any text on products distributed against payment or free and on packaging and advertising of such products and to use the Font to reproduce any text in any books or any informational text in any other print product, including any advertisement, but excluding any outdoor advertisement. This license must be obtained if the number of copies exceeds 1,000;

4.6. Outdoor Advertising License is a license to reproduce any Glyph on any billboard, poster, placard, hoarding, directional sign, banner and showcase. This license must be obtained if the number of items exceeds 1;

4.7. Video License is a license to use the Font to display any title, caption, credit or other text in any audiovisual product and to apply any Glyph the background, whether electronic or paper, of any audiovisual product, including any video recorded press conference;

4.8. Broadcasting License is a license to use the Font and Font Software in any air, cable or Internet broadcast;

4.9. E-Publication License is a license to publish or make available to the public any file with any embedded subset of the Font Software, and to create and publish any e-book using the Font or the Font Software;

4.10. Digital Advertising License is a license to use the Font and the Font Software outside the Web Server hosting the Font Software in any e-mail marketing using any uploaded fonts, in scalable html5 advertising banners;

4.11. Server License is a license to use the Font and Font Software on any server other than 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

6.1. This License is deemed to have been concluded as a the license agreement as of the time of payment of the license fee under the Invoice or the Online Order. The use the Font and/or the Font Software in the specified extent is authorized to the User as of the time of full payment of the license. The license fee is deemed to have been paid upon crediting the funds to the Licensor's account. If the payment transaction is cancelled for any reason, no use the Font and/or the Font Software shall be deemed authorized.

#### 4. WHAT IS NOT ALLOWED BY THE LICENSE

You can't use the font in ways that aren't described in the section above. For example:

- on websites
  - in apps
  - in logos and identity
  - in social networks
  - on packages and printing matter with a circulation of more than 1000 copies
  - in outdoor advertising more than one item
  - in video
  - in TV broadcasting
  - in electronic publications
  - in electronic advertising
  - install the font on the server
  - transfer the font to contractors
- Specific licenses are required for the listed uses.

You can not transfer the design layout to the client, even if it is in outlines, if the client does not have its own 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.

#### 5. IF SOMETHING IS UNCLEAR

Send your question to [hello@brownfox.org](mailto: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.

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.

6.3. This License is valid worldwide unless otherwise provided in the License, the Invoice or the Online Order.

## 7. LICENSE FEE

7.1. The User can only use the Product for a fee. The amount of the Licensor's license fee is specified in the Invoice or the Online Order.

7.2. If the License is acquired, and using the Product is authorized, on the basis of the Invoice, the license fee shall be paid within seven days unless any other the period specified in the Invoice.

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 may 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.

## 8. DELIVERY OF A COPY OF THE PRODUCTS TO THE USER

8.1. The Font Software shall be delivered to the User at the User's e-mail address upon issuance of the Invoice within seven days of the date of full payment of the license fee.

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.

8.3. The Font as an artwork is included in the Font Software; no copy of the Font as an artwork shall therefore be delivered to the User. The Licensor's obligation to deliver a copy of the Font as an artwork and as a computer program shall be deemed duly performed and discharged upon delivery of the Font Software to the User by the Licensor by e-mail or providing the Users with a link to download the Font Software.

## 9. USER AND PAYER

9.1. The use of the Products, authorized to the User may be 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 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 trader. 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.

9.5. Where any field in the Online Order form is insufficient for filling in the execution of such Online Order (including any purchase through a Distributor), the Payer shall indicate the User as PayerName for UserName", e.g. "John Doe (personal details) for ACME LLC (details)".

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.

## 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 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. AUTHOR AND COPYRIGHT HOLDER ATTRIBUTION

10.1. The Licensor hereby authorizes the User to use the Font and the Font Software without indicating the names of the authors and copyright holders thereof where such attribution is difficult or technically impossible.

10.2. In any other cases and where the output data or copyright holders of other objects are specified, the credit shall be given to the copyright holder of the Font and/or the Font Software. The copyright holder shall be referred to as specified in the Invoice or the Online Order. In the absence of such information, the indication is made as follows: "Font name © Brownfox.org", for example: "Font Gerbera © Brownfox.org". If the Font and/or the Font Software is used in a foreign language, credit to the copyright holder of the Font and/or the Font Software shall be given to the copyright holder in such language.

10.3. The User hereby authorizes the Licensor to use any work created by the User using of the Font or the Font Software as an example use of the Font in use in the extent justified by such purpose, in the Licensor's own portfolio, at any exhibition, performance etc. Such authorization shall be deemed to have been given from the moment the User has created any relevant work.

## 11. WARRANTIES

11.1. The Licensor represents and warrants that the Licensor has full power and authority to issue this License and conclude this License Agreement.

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.

11.3. The Licensor's liability in all cases is limited to actual damage, provided that the amount of such damage does not exceed one thousand (1,000) rubles.

## 12. ACQUISITION OF THE LICENSE THROUGH THIRD PARTIES

12.1. This License may be acquired from, and the license agreement entered into by way of acquisition of the authorization to use the Font and/or the Font Software from any authorized third party (each, a "Distributor"). The user agrees that any Distributor cannot authorize the User use the Font and/or the Font Software in any extent greater than authorized by the copyright holder to such Distributor. The User understands the risk of any late update of any of the terms and conditions of the License by any Distributor on such Distributor's website. For the avoidance of any such risk, User must ascertain the current status of the License prior to acquiring the License, on the Licensor's website at the URL <https://brownfox.org/licence/>. The User agrees that any terms and conditions of the License on the Distributor's website notwithstanding, only the terms and conditions of the License posted on the Licensor's website as of the time of acquisition of the License to use the Products are effective and valid.

## 13. APPLICABLE LAW AND DISPUTE RESOLUTION

13.1. The governing law applicable to this License as the License Agreement and to commerce in and legal protection of any relevant copies of the Font and any Glyph and the Font Software is the law of the Russian Federation.

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.

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.

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,

## 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.org", for example: "Font Gerbera © Brownfox.org". 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

The license is granted in Russia (Moscow) in accordance with the legislation of the Russian Federation. Even if you bought a license from a distributor, it is considered that you bought it in Moscow and are subject to Russian laws.

A font work is protected by the law of the Russian Federation as a work of graphics (Font) and as a computer program, software (Font Software). Therefore, both the designer and the designer's client must have a license. Even if in your country the font is protected by law only as a computer program, you should still consider the font in accordance with Russian law.

The law protects the entire font, and every glyph of the font in its entirety.

All legal disputes are resolved in Moscow.

Anything that is not explicitly allowed is prohibited.

The license allows only what is written in it. If other type foundries have similar licenses that allow something different, this is not taken into account. If you need more rights

depending on whether such dispute is subject to the jurisdiction of the *arbitrazh* court, district court, or justice of the peace court.

13.7. This License shall be interpreted to the effect that any use of either of the Products not expressly authorized by the License is expressly prohibited.

13.8. This License shall be interpreted to the effect that the Licensor is authorized to determine at the Licensor's sole discretion the extent of any use of any Product authorized by each type of license. Any other extent of any use authorized by any other license of the same name as may be issued by any other copyright holder, shall not affect the interpretation of this License. The User understands that any larger extent of any authorized use of either Product may be authorized to the User only for a larger license fee. The license fee, set in the Invoice or the Online Order, covers only the extent of the use of the Products authorized by this License.

13.9. The User hereby represents that the User uses the Products as part of the User's professional or business activities not related to the User's personal or household needs or purposes.

#### 14. GENERAL CONDITIONS

14.1. The User may not transfer the Font Software to any third party unless expressly provided otherwise by the relevant type of License, or transfer the Font Software together with hardware or other software.

14.2. The User is not authorized to register any industrial design with any Glyph reproduced thereon, or have the same registered, in the User's or any other person's name.

14.3. The User is not authorized to assign or otherwise transfer any use the Font or the Font Software authorized by the Licensor to the User to any third party either separately or together with this License or the license agreement. Such transaction shall be considered null and void. The User is not authorized to issue any sublicense unless expressly provided by this License.

14.4. The User understands that if the User uses the Font and/or the Font Software without prior contractual authorization, such non-contractual use will infringe on the Licensor's exclusive rights thereto. Subsequent acquisition of any relevant license by the User shall not release the User from any liability for any such earlier committed infringement. The parties may enter into a separate agreement to settle any issue of any earlier unauthorized use of the Font and/or the Font Software.

14.5. The User is not authorized to redesign the Font Software, alter or modify the character composition, or reverse-engineer or otherwise interfere with the Font Software file.

14.6. The user is not authorized to create any derivative font product (a font or font software) based on the Font or the Font Software. The User is not authorized to redesign any individual Glyph unless otherwise expressly provided by the License.

14.7. The User is not authorized to use the Font or the Font Software in composite works.

14.8. The terms and conditions of the version and revision of this License as posted on the copyright holder's website as of the time of acquisition of this License are binding on the User.

14.9. If there is any discrepancy between the texts of this License in the Russian language and its translation into any other language, the Russian language version of the License shall prevail.

14.10. If the User proposes to use either Product in any manner not authorized by this License, the User must enter into a separate license agreement with the Licensor and purchase an additional custom license. Any use of either Product in any manner not expressly authorized by this License or in an extent exceeding the limits authorized by this License constitutes an infringement of the Licensor's exclusive right to such Product.

14.11. The User is not authorized to use the Font or the Font Software in any complex objects unless expressly authorized by this License.

14.12. The User must ensure protection of the Font Software and any existing backup copy of the Font Software against unauthorized copying or network access not expressly authorized by this License.

14.13. The User is not authorized to create any product where the form of one or more Glyphs determines the form of such product in whole or in part, such as any object in the form of any Glyph character or any element of any Glyph.

14.14. The User is not authorized to use either Product under this License, even if commerce in such products is legally permitted in any relevant jurisdiction, in respect of such goods, services and advertising as pornographic products, recreational substances, tobacco products and weapons.

14.15. Each and every reproduction of any Glyph constitutes a new copy of the Font created as an artwork. Any reproducer or distributor of any copy of the Product must therefore have the

than the license says, it costs extra money.

#### 14. GENERAL TERMS AND CONDITIONS

You can not transfer font files to anyone, including transferring the fonts with computers or programs.

You cannot register the appearance of an industrial product with the font reproduced on it.

You can not transfer the license to anyone, as well as issue sub-licenses (except for the "Service" license).

If you bought the license after you started using the font, you violated the copyright. This violation can be settled separately.

You cannot change or convert a font file.

You can not alter the work paths of the glyphs (except for the "Logo" license).

You can't include the font in another work (for example in the CD "Best Cyrillic Fonts").

The license is updated periodically. The terms and conditions of the version published on the site at the time of purchase apply to you.

License in the Russian language has a greater force than in other languages.

If you use a font in a way that is not described in the license, you are violating copyright. To avoid this, you need to sign an individual contract with us.

You can not use the font in complex objects (for example, in a movie) (except for licenses that explicitly allow this).

You must store the font file so that it cannot be illegally copied or accessed illegally. You can not create products that repeat the shape of the font glyphs (for example, an object in the shape of a letter).

You can not use the font in pornography, in advertising and packaging of drugs, tobacco products, weapons.

The font can only be used by the user specified in the invoice.

Only one person (individual or legal entity) can be a user. You can't buy a single license for multiple entities.

Before purchasing a license, you need to review the type specimen and make sure that the font meets your needs.

Licensors' appropriate authorization for each and every such reproduction or distribution, unless otherwise expressly provided by the License, except where such reproduction or distribution does not exhaust the copyright holder's rights in respect of any lawfully commercialized copy of the Product.

14.16. The use of the Font and the Font Software is authorized only to the User named in the Invoice or in the Online Order.

14.17. The User may only be a single individual or a single legal entity. No multiple persons are permitted on the part of the User. The use of either Product may is not authorized to several persons at the same time, including by pooling contributions to the license fee by any such persons.

14.18. The User confirms by agreeing to the License, that the User has been acquainted in advance with the composition of the Glyphs, other properties of the Font and the Font Software, and the suitability thereof for the purposes of the licensed use.

14.19. This License is deemed to be issued and the license agreement entered into in the version as posted at <https://brownfox.org/licence> at the time acceptance or payment of the Invoice or the Online Order. If the Licensor amends the License, the original version of the License shall continue to apply to the relations between the parties, except where the Licensor may make corrective or clarificatory amendment to this License and notify the User thereof by e-mail. In the absence of any objection given by the User to the Licensor within ten days of the date of such notice shall constitute the User's consent to and acceptance of such new version of this License. Any corrective or clarificatory amendment to this License shall come into full force and effect upon notice given to the User.

## 15. VALID NOTICES BINDING

15.1. Any notice given by the Licensor by e-mail to the User at the User's e-mail address appearing in the Invoice or the Online Order shall be deemed to be valid and legally binding. Any such notice shall be deemed given to the User on the day of sending such notice by e-mail regardless of the actual date of receipt.

15.2. Any document signed by the Licensor with any facsimile signature of the Licensor shall be deemed signed by hand.

## 16. PERSONAL DATA

16.1. The User and the Payer hereby agree and accept the terms and conditions of the License and hereby give the Licensor their respective consents to processing their personal data by the Licensor. The Licensor processes personal data for the purposes of execution and performance of this license agreement, keeping records of licenses issued and payments received, verifying the use of the Licensor's intellectual property and extent of such use, processing applications and enquiries, and promotion of the Licensor's intellectual property through direct contacts using telecommunication.

16.2. The User and the Payer hereby consent to processing the following personal data: surnames, names, middle names, e-mail addresses, contact telephone numbers; genders; dates of birth; addresses; any data appearing in the Online Order or the Invoice, such as domain names of the websites, pages in any social media etc., user data, such as the location; pages visited on the Licensor's website; IP addresses; SIDs; MAC addresses, OS types, versions and builds, browser types, version and builds, types devices used and their screen resolution, etc.; data of any incoming payments; and bank account details.

16.3. Processing of personal data following will include collection, recording, systematization, accumulation, storage, update, refinement, modification, extraction, use, blocking, deletion and destruction. The User's personal data will be processed for the entire period of effect of this License and five subsequent years.

16.4. The User and the Payer hereby consent to use any cookies and similar technologies while visiting the Licensor's website, but may decline to accept the same by changing the settings of the web browser.

16.5. The User and the Payer hereby consent to receive from time to time any messages from the Licensor by e-mail, such as announcements of creation of any new font style and releases of any new font or fonts update, instructions on specific use of any font, announcements of any forthcoming promotional action or event of the Licensor or any of its partners, and other similar messages. The User may decline to receive such messages by notice given to the Licensor by e-mail.

## 17. TERMINATION OF THE LICENSE AND LICENSE AGREEMENT; NO REFUND

17.1. This License, once purchased and duly issued, may not be returned and the license agreement may not be renounced, whereas the Font Software may not be returned before the expiration of the term of effect of this License. No refund of any money paid as a license fee will be made by the Licensor.

## 15. LEGITIMATE NOTIFICATIONS

What we write to you by e-mail is legally binding. Documents can be signed by facsimile.

## 16. PERSONAL DATA

For our work, we need your personal data: information that you provide yourself when purchasing; information about your computer; bank details. You give us your consent to the collection and processing of this data for the entire term of the license plus five years.

We use cookies on our website. You can opt out of them by changing your browser settings.

## 17. TERMINATION OF THE LICENSE

If you bought a license, you can't change your mind and refuse. We do not refund the money. This can only be done through the courts.

If you have violated the terms of the license,

17.2. This License and the license agreement may be terminated only by judicial procedure in the competent court having appropriate jurisdiction, referred to in this License, in cases expressly provided for by the law, except where the User fails to comply with the terms and conditions of this License or uses either Product otherwise than authorized by this License, in which case the Licensor may terminate this License and the license agreement out of court by notice of termination sent by the Licensor at the User's e-mail address one day before the date on which such of termination of the License and the license agreement becomes effective. No license fee shall be refunded in such case, and the User shall be obliged to delete all of the User's copies of the Font Software and the Font within two days of the date of receipt of such notice of termination.

17.3. Each of the following actions is deemed to constitute a gross violation of the License: any use of any font of the Licensor other than authorized by this License; any transfer of the Font Style or the Font Software to any third party expressly authorized by this License; installation of the Font Software on more computers than authorized by this License; or uploading the Font Software on a network and making it available to the public unless expressly authorized by this License.

17.4. If the Licensor refunds any paid license fee for technical reasons or under any rules of the relevant banking or payment system, this License shall not be deemed granted to the User, the offer not accepted, and any use of either Product by the User unauthorized. In case of any such refund the User shall immediately delete the Font Software. In case of any such refund, the Licensor's costs and expenses of the receipt, processing and refund of such payment shall be deducted from the amount received by the Licensor.

## 18. COPYRIGHT OF THE LICENSE PROTECTED

18.1. The text of this License is literary work which required of the author investment of creative effort and is protected by copyright. No other licensor may use the text of this License without the author's permission.

### Legal Representative of the Licensor

The Licensor is represented in any matters related to protection of the Licensor's intellectual property by the Licensor's counsel, Vasily Rozhdestvin Law Offices, 8 Podolskoe Shosse, Moscow, 115093, Russia; telephone: +7 (495) 181-0508; e-mail: v@rozdestvin.ru; website: <https://rozdestvin.ru>.

### LICENSOR

Gayane Bagdasaryan  
Utrechter Str. 28  
13347 Berlin, Germany  
VAT DE308799934  
[hello@brownfox.org](mailto:hello@brownfox.org)  
<https://brownfox.org>

04.07.2023

we may notify you and cancel it. You will be required to remove all fonts and stop using them. The money in this case is also not returned.

If a technical error occurred during the payment of the license through the site and the payment failed or was partially completed, it means that you did not buy the license and do not have the right to install and use the font.

## 18. PROTECTION OF THE LICENSE TEXT

Other type designers are not allowed to use this text, either in full or in part.