PANGRAM PANGRAM

END USER LICENCE AGREEMENT

9394-6010 Québec inc. (Pangram Pangram) (hereinafter, the "**Licensor**") offers access to the right to use sets of characters of one particular face and size (referred to as a "**Font**" or the "**Fonts**").

Your access and usage of the Fonts is subject to the conditions contained herein, all of which constitute a legal agreement between you (the **"Licensee"**) and the Licensor (hereinafter the "**License**"). By installing, accessing and/or using the Fonts, the Licensee acknowledges to have read, understood and agrees to be bound by this License.

If you do not agree to this License, you are invited to discuss the issue with the Licensor. The Licensor is an independent design studio that thrives by keeping customers satisfied and is open to new ways of providing a better service. The Licensor believes that Fonts with unreasonable restrictions do not ultimately contribute to anyone's satisfaction and tries its best to keep licensing adaptable to as many workflows as possible.

1. INTELLECTUAL PROPERTY

The Licensee acknowledges that the Fonts, trademarks, copyrights, including the copyright of the typeface, and any other intellectual property rights related thereto, are the exclusive property of the Licensor, and are protected by copyright and other intellectual property laws. The Licensor remains the sole owner of the title, copyright, and other intellectual property rights in the Fonts and the Licensee does not acquire any ownership rights in the Fonts.

2. LICENSE AND ACCESS AUTHORIZATIONS

- 1. **Free License** The Licensee may use a Font freely for its personal use, as long as it does not receive any monetary gain from the use of the Font, and does not use the Font on a publicly available platform such as a website, application, or social media profile, or in relation to a company logo or any public broadcast. Otherwise, the Licensee must purchase the appropriate commercial License, as per its projected use as described below.
- 2. **Weights** The Licensee's rights are limited to the chosen weights of the Fonts available in the downloaded files.

2. CONDITIONS OF USE

- 2.1. **General conditions** The Licensee may not use the Fonts in any manner that would (i) infringe the permitted uses outlined in the License or in a way that does not fall under the permitted uses under this License (ii) provide access to the Fonts to third-parties or iii) infringe applicable legislation or regulations especially, intellectual property (especially copyright) or violate any other local, federal or international law. The Licensee is responsible for choosing the right License for its intended and actual usage of the Fonts.
- 2.2. **Use with any software** The Licensee can use the Fonts with any software that supports them. This includes mainstream software such as Microsoft, Adobe, Macromedia or any other software retailer's programs, or software the Licensee may have had custom-made.
- 2.3. **Prepress Allowance** The Licensee can send the Fonts to their printing services, but after the job has been completed the Licensee must ensure that the service providers remove the Fonts

from their systems to ensure they do not end up using them on other jobs. The Licensee is responsible for the use of the Fonts by third party to which it has given access to the Fonts.

- 2.4. **Embedding permissions** The Licensee can embed the Fonts in certain electronic documents. This includes PDF, Flash and Microsoft Office documents (such as Word or PowerPoint), or multimedia files. Unless express written consent has been obtained from the Licensor, the Licensee cannot embed the complete character set as fonts embedded in electronic documents.
- 2.5. **Backup copy** The Licensee can keep one backup copy of the Fonts they have licensed, but the backup medium they use should be secure and only privately accessible.
- 2.6. **Prohibited Uses** The Licensee is prohibited from:
 - (i) Distributing copies of the Fonts or make the Fonts available to any unauthorized third-party;
 - (ii) Uploading or downloading the Fonts on the internet or making it available publicly in any other way, which include uploading the Font to a public internet file transfer or storing channel
 - (iii) Reselling, renting, giving, leasing, transferring, passing title, sublicensing the Fonts through any medium, in whole or in part, to any third-party or anyone else that is not a user authorized under the License.
- 2.7. **Other Uses** The permitted uses of the Fonts are limited to the usage expressly stated under this License. If Licensee wishes to use the Fonts in a way that is not expressly covered under this License, the Licensee must contact the Licensor and must obtain written consent of the Licensor.
- 2.8. **Accurate information** The Licensee declares that all information it provides through the Licensor's website is true and accurate.
- 2.9. **Breach** The Licensor reserves the right to refuse the purchases of Licensees who have breached the terms of their License in the past. The Licensee is also liable for twice the total costs associated with its unauthorized use of the Fonts, the whole as a penalty for breaching these terms.

3. PERSONAL INFORMATION

- 3.1. **Licensee's data** Unless otherwise specified, the Licensee retains ownership of the data submitted to the Licensor, including any visit, session, impression, click-through or click-stream data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing (The "**Licensee's data**").
- 3.2. Personal Information To access certain parts of the website or purchase a Font, the Licensee must provide its name, email address and other potentially personal information (the "Personal information"). The Licensee authorizes the collection, usage and sharing of its Personal information to provide and improve the website and Fonts and to make the website more secure. This consent is considered granted once the Licensee accepts the License herein. The Licensor may collect, use, store or share a Licensee's Personal information without their consent or knowledge, when it is allowed or required by law.

4. **GENERAL PROVISIONS**

4.1. **Previews** – When the Licensee downloads a preview file, it agrees not to remove any

watermarking or other protective measures from the downloaded Font and to only use the file to determine if the Font is an appropriate purchase.

- 4.2. **Age Minimum** The Licensee declares to be at least eighteen years old before proceeding to a purchase through the Licensor's website, or to have obtained its parent or legal guardian permission to proceed with a purchase.
- 4.3. **Modifications to the Fonts** Licensor reserves the right, at its sole discretion, to modify the Fonts at any time.
- 4.4. **Non-compliance** Without limiting the above, the Licensor may, at its sole discretion, terminate the Licensee's access to the Fonts should such Licensee not comply with the License.
- 4.5. **Limited responsibility** The Fonts are made to be used within the normal and reasonable scope of use of a font. The Licensor can only guarantee and support their functionality as fonts within that normal and reasonable scope of use and may not be held responsible or liable for incidental damages arising from any use of the Fonts that does not fall under that scope.
- 4.6. **Entire agreement** The License with respect to the Fonts constitute the entirety of the agreement made between the Licensee and Licensor.
- 4.7. **Modification to the License** Licensor may modify the License herein at any time, without having to give notice to Licensees that have passed previous orders with the Licensor. The version of this License that is applicable for each Fonts is that in effect at the date and time at which the Licensee ordered the specific Fonts.
- 4.8. **Applicable laws and jurisdiction** The License herein is governed by the laws of the province of Quebec, Canada where they are applicable. If your usage of the Fonts results in a dispute, this will be resolved in accordance with applicable laws by a competent court with jurisdiction in the city of Montreal, province of Quebec, Canada.

5. CONTACT INFORMATION

If you have any requests, questions or issues regarding this License please contact us by using one of the following methods:

9394-6010 Québec inc.

534-5100 rue Molson Montréal (Québec) H1Y 0A7 info@pangrampangram.com © 2021, 9394-6010 Québec inc.

Last updated: May 2021