bastarda

1 de 3

FONT SOFTWARE END USER LICENSE AGREEMENT OF BASTARDA TYPE; FREE OF CHARGE AND PURCHASED USAGE

This FONT SOFTWARE END USER LICENSE AGREEMENT OF BASTAR-DA TYPE - FREE OF CHARGE AND PURCHASED USAGE is a legal contract between you or, if you represent a legal entity, that legal entity (hereinafter, referred to as "You" or the "Licensee") and Bastarda Type S.A.S, whose Tax Identification Number (NIT, as per Spanish acronym) is 901266439 (hereinafter, referred to as "Bastarda Type" "BT" or the "Licensor"), and governs the use of the acquired fonts and/or the type families. By downloading, opening, installing, and/or using the Font Software and/or type family (whatever happens first), you agree to be under the conditions set forth in this Agreement. If you do not wish to be bound by this Agreement, you cannot download, open, install or use the Font Software.

DEFINITIONS

Font Software implies the software in source code form which is accompanied by this agreement and generates ty-pographic designs when using the appropriate hardware and software.

Use refers to any activity to reproduce the acquired Font Software or type family. You get the right to embed it on desktop computers, websites, servers, EPUB (electronic publications), social media, campaigns, subscriptions, mobile apps, all the digital or printed platforms in general.

The Font or Font Software is specifically the typographic product given with the current license, which was designed exclusively by BT and for all purposes is named The Font.

SCOPE OF THE LICENSE AND LICENSE RESTRICTIONS

Common provisions for free and/or purchased licenses: The Licensee is not entitled to copy, distribute, or make available the Font Software to third parties for use of its purposes or for purposes other than those covered by this Agreement.

It is not permitted to sublicense, transfer, sell, lend, or lease the Font Software to third parties so that they can access and use it, except where authorized by applicable provisions of each license.

It is forbidden to modify, convert, translate, reverse engineer, decompile, disassemble, or attempt to discover any source code of the Font Software, except in the cases explicitly provided for in this Agreement and the USE definition. If you wish to make changes to the Font Software, you must obtain a previous written consent of Bastarda Type.

Licensee may back up the fonts for archive purposes only, provided that it retains sole custody and control over such copies. Any backup copies of the Font Software must be reproduced with the same copyright, trademark, proprietary and restricted rights as the original.

BASTARDATYPE.COM TYPEBRANDING

bastarda

2 de 3

Licensee may provide a copy of the font to Bastarda Type along with its documents to the print shop or printer to send for printing any document, provided that it is informed about the use restrictions of the current license to the printer. The current license allows to embed fonts within your documents to view, edit and print documents. You can also include the fonts you purchased with the purchase of this license in any file that the technological advance allows embedding for distribution and display of images to other sites.

It is forbidden to modify, convert, reverse engineer, decompile, disassemble, and/or use the original Font Software to create derivative or modified products without prior written consent of Bastarda Type.

Bastarda Type reserves all rights not specifically granted in the license. The duration of this license is perpetual.

PROVISION FOR FREE LICENSES

If you are purchasing a free font, Bastarda Type grants the licensee solely and exclusively the use of one (1) user and one (1) device, which may be connected to any number of printers or other imaging devices (regardless of resolutions) on your own site. This license allows you to embed fonts within your documents to view, edit and print the documents, as well as embed in a web page if required.

PROVISION FOR PURCHASING LICENCES

If you are purchasing a paid font, Bastarda Type grants the licensee only the non-exclusive and non-transferable right to use and display the font purchased through the website http://bastardatype.com up to the users indicated in the following chart and the same number of devices which may be connected to any number of printers or other imaging devices (regardless of the resolutions) on your own site as well as on your website. If you are using this product for your work, this agreement applies to your employer and/or contractor, all depending on the package you purchased in the purchase:

Number of users and devices for the use of the license according to their online purchase:

USERS AND/OR DEVICES De 1 a 5 De 6 a 2 De 21 a 50

COPYRIGHT

The purchased font and accompanying materials, whether free or paid for, are copyrighted, and contain Bastarda Type confidential information and business secrets. Disclosure, reproduction, transformation, modification, alteration, publication, sale, concession, copying, negotiation, delivery, transfer and/or disposal is not authorized by Bastarda Type is



3 de 3

prohibited, even if modified, merged, or included with other software or written materials. You may be held legally liable for any infringement of Bastarda Type's intellectual property rights that is caused or encouraged by your breach of the terms of this license.

You may make one (1) copy of the purchased typeface for backup purposes only, provided that all copyright and trademark notices are reproduced in full in the backup.

UPDATES

Bastarda Type may update autonomously the Font Software. Upgrade prices can be applied on the sales platforms.

LIMITED WARRANTY AND LIABILITY

The Software and the accompanying materials are provided without warranty of any kind, expressed or implied, and the Licensee agrees to receive such goods as delivered. Bastarda Type shall not make any kind of adaptation for a particular and commercial purpose without prior discussion with BT. The total risk in terms of the quality and performance of the acquired software lies with you. Bastarda Type does not guarantee that the contained functions in the software comply with your requirements or that the operation of the software will not be interrupted or there will not be any error. Bastarda Type shall not be liable for any direct, indirect, consequential, or incidental damage (including loss of business profits, business interruption, loss of business information, etc.) arising from the use or inability to use the software.

GENERAL PROVISIONS

You agree to inform all users who have access to the Font Software about the content of this Agreement and to ensure that they comply with the terms of this Agreement

This Agreement can only be amended in writing and signed by the authorised person of Bastarda Type.

APLICABLE LAW

This Agreement shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG). If any part of this agreement is deemed null and void, it shall not affect the overall validity of the Agreement, which shall remain valid and enforceable in accordance with its terms.

If you have any questions about this Agreement or if you wish to contact Bastarda Type for any reason, please write to: BOX@BASTARDATYPE.COM