

MARGOT LÉVÊQUE STUDIO
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(EULA)

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¶ THE FOLLOWING IS HEREBY EXPOSED

This contract governs the use of the typeface and the fonts composing it, as described on the web pages of the Margot Lévêque Studio website. Our products are not sold, but are licensed to you as end user. This End User License Agreement (EULA) governs the use of Digital Font as presented on the pages of margotleveque.com/products and/or any Margot Lévêque's catalogs.

It is concluded between you (hereinafter: the End user) and Margot Lévêque. By paying, downloading, installing and/or using Digital Fonts, you confirm that you have read and accepted the terms of this agreement whose terms bind you legally to Margot Lévêque and that you have the legal capacity to contract. Should you not accept the conditions above and below, do not purchase, access, download and/or install or otherwise use the Digital Font(s).

¶ LICENSING MODEL

We grant you a perpetual, non-exclusive, non-transferable license to use our font software. Our licenses include unlimited uses for all media, including: Print, Websites, Mobile Applications, Global Corporate, Electronic Publications, Social Networks, Videos, Logos, Movies... We base our prices on the size of your company or your client's company, with the number of employees being the only factor considered rather than the size of the design agency, design department, or number of font users. The only factor considered for licensing purposes is the total number of employees within your or your client's organization.

¶ LICENSING OPTIONS

Our licensing is simple: we offer a single, all-encompassing license that covers all applications (desktop, web, print, app licenses, etc.). Our pricing is based on one simple metric: company size. This metric is based on the TOTAL number of people who work in your organization – not how many users will use our fonts in your company.

Our font software are available in perpetual licenses (S, M, L, XL, 2XL). With a purchase, you own the right to use the font software. With a rental, you temporarily have the right to use the font software. You can purchase the S, M, L, XL, 2XL licenses directly online at margotleveque.com. To obtain a license 3XL to X, please contact info@margotleveque.com

¶ SELF-CHECKING AND LICENSE UPDATE

Ensuring that your license is always up to date is crucial. Please notify us of any changes in the number of employees in your organization and update your license accordingly, at least once a year. Please note that we may also perform periodic internal checks using publicly available database information.

¶ REFUND POLICY

We strive to provide you with the best experience possible when purchasing our software licenses. However, please note that all sales are final and we do not offer refunds for software licenses. If you encounter any technical issues, please do not hesitate to contact us at info@margotleveque.com. Our policy is in place to ensure that accidental purchases are prevented, and by purchasing our fonts, you agree to the terms of purchase outlined on this EULA.

¶ UPDATING YOUR LICENSE

It's crucial to confirm that your license is current if there have been any changes to the size of your company since your initial purchase. We conduct regular checks to ensure compliance, and to maintain the validity of your license, it's necessary to get in touch with us to upgrade your fonts.

¶ BUYING FONT FILES FOR A CLIENT 1/2

As a payment facilitator, you have the option to purchase font files for your client. However, it's important to note that your client should always be the license owner. This option can be beneficial in certain situations, as it ensures that your client can use the font files in their projects and maintain their business operations smoothly. By handling the font file purchase, you can assist your client in saving time and energy, allowing them to concentrate on their primary business activities. It's crucial to keep in mind that your client is still responsible for adhering to the licensing terms and conditions.

¶ TRIAL FONTS

Our trial license provides users with the opportunity to evaluate and test our font software by creating test documents, visuals, and web pages, with the sole purpose of presenting to clients or interested parties. We recognize

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the significance of trying out a font to make informed design decisions, which is why we offer a free and comprehensive trial license for our fonts that includes all glyphs! This allows you to showcase your projects, test the final font, and save time and effort. We also extend this trial license to students, who are free to use our fonts for their academic and personal projects. However, it's essential to keep in mind that our licensing terms and conditions must still be respected, and any external, commercial, or public use is strictly prohibited. necessary to get in touch with us to upgrade your fonts.

¶ STUDENT LICENSE

Great news! As a student, you are not required to purchase any license, as we offer a free trial license for our fonts. This license allows you to use our fonts for your study and personal projects, without any additional cost. However, it is important to note that you must still comply with all the licensing terms and conditions, and refrain from any external, commercial, or public use, as it is strictly prohibited

¶ COPYRIGHT AND TRADEMARK

Our font software is owned by Margot Lévêque SARL and protected by copyright law. The intellectual property of the design contained in the font softwares is owned by Margot Lévêque SARL. You have purchased a non-exclusive, non-refundable license which grants you certain rights to use the font softwares. It is not an agreement for sale of the font software, of its design or any portion of it. Except for your rights to use the font softwares granted by this license, all other rights are owned and retained by Margot Lévêque SARL.

¶ CREDITS & FONTS IN USE

The end user of this License agrees to do his best to credit Margot Lévêque Studio in conformity with the Swiss Intellectual Property, Code and international conventions and to the copyright regulations by indicating:

*D*igital Font name + ©Margot Lévêque,
in the colophon or/and any place when
generally printer name and generals credits
appear.

At Margot Lévêque Studio, we reserve the right to showcase and share the ways in which our fonts are utilized. This may include sharing on social media, displaying on our website, featuring in books, magazines, lectures, case studies, and allowing third parties such as design magazine publishers to do the same. However, this will only be done for projects that are already public and images that are freely accessible. Whenever possible, we will always credit the authors of the projects. If you're an author and wish to share the results of your project, you can do so by emailing us at info@margotleveque.com. If you have a justified reason to request an exception to this clause, please send your request in writing to info@margotleveque.com

¶ GENERAL LAWFUL USE OF THE FONT

When you purchase a usage license for font software from Margot Lévêque Studio you are authorized to install the software on an unlimited number of computers owned by your organization. You are not authorized to sublicense, sell, lend or lease the software to any third party, except as specified in the «Buying font files for a client» clause.

Under no circumstances may you convert, modify, reverse engineer, decompile, or disassemble the original font software from Margot Lévêque Studio. You may not manipulate the font in any way that would reveal its structure, organization, or code, or open the original font software in an editing software for this purpose.

You may not use the original font software from Margot Lévêque Studio to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface. Even if converted to outlines with the help of an editing or design software, you may not modify the design of the characters contained in the font software from Margot Lévêque Studio.

In the event that permission is given to you for a modification or a custom version of the typeface from Margot Lévêque Studio, any and all modifications and additions shall become and shall remain the sole and exclusive property of ML Studio.

You are also prohibited from using the fonts in a political or religious context without obtaining our permission, promoting violence or discrimination (of any kind) through

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the use of the fonts, creating derivative works based on the fonts, placing the fonts on public servers, and/or adding the fonts to public repositories.

¶ SPECIFIC LAWFUL USE OF PRODUCT

When you purchase our font software, you are granted the right to embed it on an unlimited number of websites, mobile apps, electronic publications, and for broadcasting, as long as the following conditions are met:

- All users who utilize the font software for a website, mobile app, electronic publication, or broadcasting must be covered by a license.
- The licensed font software can be embedded in a read-only mode that is secured against unauthorized use by third parties.
- Embedding the licensed font software to allow third parties to create new documents or designs is not permitted.
- Any other form of embedding that is not specified here is prohibited.
- Margot Lévêque Studio may allow for additional authorized embedding in the future.

¶ WORKING WITH CLIENTS, THIRD PARTIES 2/2

If you're a designer, design agency, or advertising agency, and you purchase a license for a digital font, your ultimate end user (your client) must purchase the corresponding user license for their intended use of the font, based on their company size. For example, if you're a freelancer who works for Vogue, Vogue needs to purchase the license based on their company size, rather than the number of users who will use the font on your project.

You can purchase a license on behalf of your client, but your client must first accept this EULA before downloading and installing the digital font. Additionally, if you're an agency or studio working on behalf of your clients, you do not need to purchase the corresponding license for your own use. In any of these cases, you must purchase the new license(s) or special upgrade(s) at margotleveque.com/products or by contacting the studio: info@margotleveque.com

However, the original license does not extend to temporary employees or independent contractors who are using the desktop license of the digital font. Furthermore, users licensed for the font are not allowed to send documents containing the font to third parties. Any document sent to a third party must have its content vectorized or embedded inside an image (PNG, JPG, TIFF, etc.) or a secured PDF format, for personal or business use only.

➤ WEB

To use our webfonts, you must use the original files provided after purchasing our font(s). The fonts must be stored on the same server as other software and assets associated with the licensed domains. Only @font-face technology is allowed; using third-party font hosting services is strictly prohibited.

➤ SOCIAL MEDIA

Our fonts can be utilized to design social media assets for usage on platforms like Instagram, Snapchat, Facebook, and TikTok, solely for pages related to the company owning the license.

➤ APP/GAME/BROADCASTING

The font software can be embedded in various apps, including mobile apps, web apps, and digital point of sale systems, that operate on iOS, Android, and Windows Mobile operating systems. Additional operating systems may be added later. The font software can also be embedded in mobile games and video games. However, only the OTF (.otf) files that come with your order can be used in your mobile application(s). Broadcasting is authorized.

¶ COMPATIBILITY AND USAGE

Margot Lévêque Studio offers desktop font formats in OpenType (.otf) and upon request in TrueType (.ttf). For webfont packages, only WOFF (.woff) and WOFF2 (.woff2) font files are included.

The font softwares downloaded from the website are guaranteed to be valid, installable and printable. Margot Lévêque Studio tests the OpenType layout features independently, but the support of these features depends on the systems, software versions, or browsers. It is recommended to refer to the relevant documentation for your system, software or browser.

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¶ LIABILITY AND TERMINATION OF THE END USER LICENCE AGREEMENT

The end user commits himself to undertake all necessary steps to prevent unauthorized access to the Digital Font delivered with your end-user license and to any copies of the Digital Font.

The end user agrees to inform the end user's employees or any person who has access to the Digital Font to ensure that they shall strictly abide by these terms and conditions described in this end user license agreement.

This end user license agreement shall automatically terminate in the event that the end user breaches any term or condition set forth herein.

Notwithstanding any termination of this License, Margot Lévêque Studio reserves itself the explicit right to assert any further claims (specifically information, compensation for damages, etc.). This end user license agreement may only be modified by Margot Lévêque.

In the event that the end user would not comply with the clauses of the present end user license agreement, Margot Lévêque Studio, reserves itself the right to immediately terminate this License Agreement without any financial compensation, whatsoever. In this case, the end user would have to turnover the Digital Fonts, its components and digital data to Margot Lévêque Studio and destroy all the copies held by him within seven (7) days starting the date of termination, thus prohibiting any further use. At the request of Margot Lévêque Studio, the end user would be obliged to provide written confirmation that said deletion has occurred.

¶ WARRANTIES AND DISCLAIMER

The Digital Font, is provided as it is. Margot Lévêque Studio does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Digital Font rests upon you.

Margot Lévêque Studio does not warrant that the functions contained in the Digital Font will meet your requirements or error are Free. Any implied warranty obligation created by law is valid for a period of thirty (30) days only. You agree that there are no warranties of any kind after the above period .

Margot Lévêque Studio cannot be held responsible for damage caused or supported by the end user and/or third party resulting from a misuse of the Digital Font. Margot Lévêque Studio reserves the right to amend or modify this End user license Agreement at any time without any prior notice, in order to account for future commercial and technical changes.

¶ MISCELLANEOUS

This contract constitutes our complete agreement and replaces any previous agreements or discussions. Any changes to this contract must be in writing and mutually agreed upon. If any part of this agreement is deemed unenforceable, the other terms will still apply, and the unenforceable part will be replaced by a similar enforceable term. Our decision to waive a right or allow an action at any point does not imply that we will do so again in the future.

¶ APPLICABLE LAW AND JURISDICTION

This agreement is governed by Swiss law with exclusive jurisdiction in Lausanne, Switzerland and any legal disputes will be resolved in Lausanne.

The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Law applicable to International Sales of Goods do not apply. You are responsible for any taxes incurred in your country, including withholding taxes, and they will not be deducted from your payments to us.

THANK YOU!

*If you have any questions, feel free
to contact us: info@margotleveque.com*

*We would also like to express our gratitude to WELTKERN®
for their collaboration and assistance in crafting this EULA!*