

End User License Agreement

By downloading the Bombay Display font (a bespoke cut of Proza Display SemiBold), you are agreeing to be bound to the terms of this agreement. This agreement is the complete agreement between Bacardi Limited and Bureau Roffa. Bureau Roffa reserves all intellectual property rights.

A. Allowed

- 1. The font is licensed for:
- use at unlimited geographical locations
- an unlimited amount of users (All users must belong to the same company, with the exception of the cases mentioned in A5)
- embedding into unlimited websites using any font format (All websites must belong to the same company)
- embedding into unlimited mobile applications (All mobile applications must belong to the same company) Note that hinting for web use has not been explored and would incur additional cost if needed in future.
- 2. The font may be embedded in any document, such as PDF's or similar documents, as long as it is made impossible for the recipient to edit the document.
- 3. The font may be used for e-publications.
- 4. The font may be used to create images with a fixed size on any surface, or scalable images, provided that they are only
- 5. The licensee may provide the font to any service bureau, such as but not limited to a printing office or a graphic designer, working on the licensee's behalf, provided that the service bureau agrees to use the font exclusively for the licensee's work, and agree to the terms of this license agreement, and keep no copies of the font once the work is completed.
- 6. The licensee may make unlimited back-up copies of the font.

B. Not allowed

- 1. The licensee may not rename or make changes to the font, without Bureau Roffa's prior written consent.
- 2. The licensee may not distribute or sell the font to any other person or entity, with the exception of the cases mentioned in A1 and A5.

C. PR and Marketing

- 1. Bacardi Limited and it's agency partners will credit Bureau Roffa when referencing the Bombay Display font in PR or Mar-
- 2. Bureau Roffa will not showcase the use of the font for its own PR, without the consent and approval of Bacardi Limited.

D. General

- 1. Bureau Roffa shall not be responsible for unauthorized, modified or regenerated software or derivative works.
- 2. The font are protected through domestic and international trademark and copyright laws.
- 3. Any breach of the terms of this license agreement will lead to termination of this agreement. In the event of termination, the licensee agrees to certify in writing that no copy remains in the licensee's possession.
- 4. Bureau Roffa warrants the licensed fonts to be free from defects in materials and workmanship under normal use for a period of 14 days from the date of delivery as shown on the receipt. The only remedy for defective licensed fonts shall be, at Bureau Roffa's choice:
- a return of the purchase price

OR

- a non-defective replacement of the font
- 5. Bureau Roffa makes no warranties about merchantability, fitness for a particular purpose, or otherwise. Bureau Roffa shall in no event be liable to the licensee or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, loss of business information, arising out of the use or inability to use the product.
- 6. Bacardi Limited may be held legally responsible for any infringement of Bureau Roffa's intellectual property rights that is caused or encouraged by Bacardi Limited's failure to abide by the terms of this license agreement.
- 7. Bureau Roffa may, from time to time, update the licensed font. Upgrade pricing may apply.
- 8. Bacardi Limited have exclusive usage rights for the Bombay Display font, and Bureau Roffa will not resell it to anyone. Please note that the original cut of Proza Semibold will still be available on the open market.
- 9. This agreement is governed by the laws of the Netherlands.

Bureau Roffa | Rochussenstraat 417 | 3023 DL | Rotterdam | Netherlands contact@jasperdewaard.com | VAT: NL222513196B01 | KVK: 58838619

NATASHA CURTIN BACARDI MARTINI BY. GRONINGENWEGS
2803 PV GOUDA - NL