

License to use a font - General Conditions

1. Definitions

EULA (End User License Agreement): means the license agreement offered by the Licensor to the User and setting up the conditions under which the User is authorized to use the Font. The EULA is accessible through this link : <https://parachutefonts.com/article/info/licensing>

Agreement: means the combination of (i) the present General Conditions, (ii) the Invoice and (iii) the EULA.

EMDASH: means the simplified joint stock French company registered under the number 850.815.333 and whose head office is located 9, rue Sainte Apolline in Paris (75003) France.

EULA (End User License Agreement): means the license agreement offered by the Licensor to the User and setting up the conditions under which the User is authorized to use the Font. The EULA is provided by the Licensor through EMDASH and is downloaded by clicking onto the link available in the Invoice.

Font(s): means the font(s) owned by the Licensor and licensed to the User, as described in the Invoice.

General Conditions: means the present document.

Licensor: means the owner of the rights in and to the Font as identified in the Invoice.

Invoice: means the document communicated by EMDASH to the User upon acceptance of the Agreement by the latter and setting out the specific information relating to the licence granted under Agreement and the parties.

User: means the person or entity identified by EMDASH thanks to its FONTRADAR Solution as using the Licensor's Font without authorization and entering into a license agreement with the Licensor thanks to this Agreement.

2. Purpose

The purpose of this Agreement is to define the terms and conditions under which the User, following its negotiations with EMDASH, agrees to subscribe to a license to use the Font under the conditions set forth in the EULA: <https://parachutefonts.com/article/info/licensing>

The payment of the Invoice by the User implies full and unreserved acceptance of the Agreement and all its components and in particular of the EULA, which are applicable notwithstanding any clauses to the contrary which may appear on any document issued by the User (such as his general terms and conditions of purchase).

It is underlined that EMDASH operates as a mere agent of the Licensor acting in its name and on its behalf.
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Consequently, EMDASH shall in no circumstances be considered as a party to the Agreement (including the EULA) which is only binding on the Licensor and the User.

The sole purpose of this document is to supplement the EULA by framing (i) the User's agreement to be bound by the EULA and (ii) the tasks entrusted to EMDASH by the Licensor for the execution of the EULA

The Agreement (including the EULA) constitutes the entire and sole agreement between the Licensor and the User for the use of the Font. It supersedes all prior undertakings, either written or oral, relating to its purpose.

3. Effective date of the EULA License

The Agreement and in particular the EULA take effect upon acceptance by the User by any means.

The acceptance of the Agreement and in particular the EULA can only be full and complete. Any qualified acceptance is considered as null and void. Any User who does not accept to be bound by the EULA must not use the Font, in any manner whatsoever.

4. Conditions of use of the Font

The Conditions of use of the Font are set forth in the EULA to which the User shall refer.

Any right, authorization or use which is not expressly granted to the user under the EULA is strictly forbidden.

If the User is not sure whether its use of the Font complies with the EULA, it is its responsibility to contact the Licensor. Any absence of reply or specific restriction of use by the Licensor shall in no case be construed as an authorization for such use. Likewise, any action or information provided by EMDASH shall in no circumstances be interpreted as an authorization for a specific use not expressly granted by the EULA.

The User undertakes to refrain from any act likely to damage the brand image and/or the reputation of the Licensor, EMDASH or the Font.

The license granted to the User under the EULA being personal, the User also undertakes not to convey or assign all or part of its rights and obligations under the EULA to any third party (including its affiliates and subsidiaries), unless expressly provided in the EULA or with the Licensor's prior written consent.

5. Control of the use of the Fonts

The Licensor, or any other person it shall appoint for that purpose (including EMDASH) shall be able to control use of the Font made by the User as well as its compliance with the provisions set forth under the EULA. In this respect, the User undertakes to communicate the Licensor or EMDASH, promptly and upon simple request, any information, document and/or evidence on the terms under which the User uses the Fonts.

6. Financial conditions

By derogation to the EULA, the User recognizes that the Licensor appointed EMDASH to collect all license fees due by the user to the Licensor pursuant to the EULA as well as any Compensation, mentioned in the Specific Conditions.

All royalty fees and Compensation shall be paid by credit card, wire transfer, Paypal or any means chosen by the User to EMDASH upon acceptance of the Agreement by the User.

7. Liability

Any breach of the Agreement (including the EULA) by the User or the Licensor shall be subject to the provision of the EULA or to the statutory rules applicable thereto.

EMDASH shall in no circumstances be held liable for any breach or difficulties arising out of the execution of the EULA.

8. Confidentiality

The User undertakes to keep strictly confidential all documents, elements, data and information belonging to and/or disclosed by the Licensor or EMDASH regarding the negotiation, existence and execution of the Agreement.

9. Miscellaneous

The Agreement is governed by the applicable law set forth in the EULA.