

# TERMS & CONDITIONS / DYSLEXIE FONT B.V.

The terms and conditions of this Agreement shall apply to the relationship between the limited liability company incorporated under Dutch Law Dyslexie Font B.V. (*hereinafter referred to as: "Dyslexie Font"*) and any party using the website [www.dyslexiefont.com](http://www.dyslexiefont.com).



## 1 DEFINITIONS:

In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

- Business User:** a professional User not being a Publisher or an Educational User (including its employees);
- Educational User:** a professional User that is active in the field of education (including its staff and students);
- License Fee:** a yearly (12 months) fee payable by Users to Dyslexie Font for the use of the Product.
- Private User:** a natural person who uses the product for private (non-commercial) purposes;
- Publisher:** a professional User that is active in the field of (book) publishing (including its employees);
- Product:** the online and/or downloadable products as provided by Dyslexie Font through the Website.
- User:** any user of the Product.
- Website:** the website as set out on the URL [www.dyslexiefont.com](http://www.dyslexiefont.com).

## 2 DYSLEXIE FONT

- 2.1** Dyslexie Font exploits the website [dyslexiefont.com](http://dyslexiefont.com) (including sub pages) and provides Products to its Users such as (but not limited to) digital versions of Dyslexie fonts and digital manuals.
- 2.2** Dyslexie Font shall use all reasonable endeavors to ensure that the Website is available at all times. At times the Website may be temporarily unavailable due to maintenance or otherwise. Dyslexie Font shall use reasonable endeavors to keep unavailability to a minimum.
- 2.3** Dyslexie Font shall not be liable towards the User for damages of whatever nature, direct or indirect, or consequential such as, inter alia, losses due to delays, lost profits and penalties forfeited by the User, arisen in connection with the use of the Website, bugs and/or unavailability of the Website except in the case of intent or gross negligence on the part of Dyslexie Font or its executive management. Any liability is limited to the amount of one year License Fee paid by User to Dyslexie Font.

## 3 USERS

- 3.1** Business Users and Educational Users shall upon registration provide Dyslexie Font with the following information; organization name, contact person, address, VAT number (if applicable) and email address. Private Users shall upon registration provide Dyslexie Font with the following information; Full name, address and email address. Should any of this information change, the User is obliged to inform Dyslexie Font accordingly. Only after providing all necessary and correct information – and payment of the License Fee – a User is entitled to use the Product.

KvK: 58177256  
VAT: NL8529.11.300.B01

BIC: INGBNL2A  
IBAN: NL70 INGB 0004 9326 65

info@dyslexiefont.com  
[www.dyslexiefont.com](http://www.dyslexiefont.com)

T: +31 (0)20 - 820 41 37  
Skype: DyslexieFont.com

Louwesweg 1 1066 EA Amsterdam,  
The Netherlands

- 3.2 User warrants that all information provided is correct and the contact person is authorized to act on behalf of the User.
- 3.3 Upon registration Users shall receive a unique username and password. User is responsible for the misuse of the username and/or password. User is obliged to keep this information confidential to prevent unauthorized persons from using it. In case of misuse Users are obliged to immediately inform Dyslexie Font, article 3.4 applies.
- 3.4 Dyslexie Font reserves the right to deny registration or to remove a User at any time from the Product at its own discretion.

## 4 LICENSE AND LICENSE FEE

- 4.1 Upon registration the User is obliged to pay the License Fee to Dyslexie Font. User is obliged to pay the License Fee each 12 months upfront. Should the License Fee at any point not be paid in a timely manner, Dyslexie Font is entitled to suspend access to the Product. All taxes and (import) duties shall be borne by User and User shall indemnify and hold harmless Dyslexie Font in respect thereof.
- 4.2 In the event that the User fails to fulfill its payment obligations Dyslexie Font is entitled to statutory commercial interest with an additional one (1) percent interest on all outstanding payments, with a minimum of € 50,00 (fifty Euro) and is entitled to charge the User for extrajudicial collection costs.
- 4.3 Upon fulfilment of Users' obligation, Dyslexie Font provides User with a non-exclusive license to use the Product, without the right to sub-license, subject to the terms and conditions as set out in this Agreement. The duration of a license is 12 months which starts upon receipt of the License Fee by Dyslexie Font and can be terminated with a months' notice. The duration is automatically renewed unless terminated by the User with 30 days' notice at the following address support@dyslexiefont.com.
- 4.4 Private Users are entitled to make use of the Product for private purposes only, on a maximum of 3 (three) devices at home – not part of a network – and not for any business, commercial, publishing and/or educational purposes.
- 4.5 Educational Users are entitled to make use of the Product at its business address only for educational purposes of its students/pupils within its own network.
- 4.6 Business Users are entitled to make use of the Product at its business address only for the purpose of improving the reading skills of its employees within its own network. Furthermore Business Users are – in case of a marketing publication license – entitled to publish the Product for marketing purposes.
- 4.7 By way of derogation from article 4.3 Upon fulfilment of Users' obligation, Dyslexie Font provides Publisher with a non-exclusive license to use the Product, without the right to sub-license, subject to the terms and conditions as set out in this Agreement, upon fulfilment of Publishers' obligation. This license and License Fee shall be based, unless otherwise agreed, on the number of printed book copies for a single published title.
- 4.8 Without the prior written consent of Dyslexie Font and/or a valid license thereto, User is not entitled to have (materials of) the Product processed by a printer.
- 4.9 In case User violates the terms of its license as set out in this Agreement, User shall pay to Dyslexie Font an immediately payable penalty in the amount of € 5.000,00 (five thousand Euro) per violation without prejudice to all other rights by Dyslexie Font, including the right of Dyslexie Font to terminate (ontbinden) the Agreement with immediate effect and the right to claim full compensation. A termination does not affect the payment obligations which already existed prior to such termination.

## 5 INTELLECTUAL PROPERTY

- 5.1 All intellectual property rights related to the Product, such as but not limited to patent rights and/or the trade name Dyslexie Font belong at all times to Dyslexie Font.
- 5.2 An User is not entitled to make any reproductions, changes, translations or other modifications to the Product other than expressly provided in this Agreement without prior written consent of Dyslexie Font.
- 5.3 An User is not entitled to subject the Product to reverse engineering, decompile or disassemble it or otherwise attempt to retrieve the source code of the Product.
- 5.4 An User may refer to the Product in presentations or publications and shall in such case refer to Dyslexie Font as the rightful owner.

## 6 FORCE MAJEURE

Dyslexie Font shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute.

## 7 TERMINATION

- 7.1 Dyslexie Font is – in addition to article 4.8 – entitled to terminate the license at any time by giving the User one months' notice.
- 7.2 Dyslexie Font is furthermore entitled to terminate the license with immediate effect in case of breach of this Agreement, if the User shall become bankrupt or insolvent or shall enter into liquidation (other than voluntary liquidation for the purpose of reconstruction) or shall enter into an arrangement or composition with its creditors or any of them and/or ownership of the other Party shall change completely.
- 7.3 Upon termination of this Agreement for any reason, User shall immediately cease using any Product and shall at the choice of Dyslexie Font destroy any remaining Products including back-ups or return any Product to Dyslexie Font.

## 8 GENERAL

- 8.1 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- 8.2 This Agreement constitutes the whole agreement between Parties and there are no promises, terms, conditions, obligations, representations or warranties, oral or written, expressed or implied, other than those contained herein. This Agreement supersedes any previous agreements between the Parties.
- 8.3 This Agreement shall be construed in accordance with the Laws of The Netherlands and the competent courts in Amsterdam shall have sole and exclusive jurisdiction in relation thereto.