

MILIEU GROTESQUE FONTS IN USE AGREEMENT

This Fonts in Use Agreement (hereinafter "Agreement") is a legal agreement between Milieu Grotesque, LDA, Avenida 25 de Abril 8, 2750-511 Cascais, Portugal ("Milieu Grotesque"), and the legal entity submitting a project through the Upload Your Project form in the Fonts in Use section of Milieu Grotesque's website ("Participant"). It is applicable to the Materials uploaded by the Participant.

By clicking "Submit Project" at the end of the Upload Your Project form, the Participant agrees to the following terms of this Agreement.

1. Fonts In Use Section

Milieu Grotesque's website hosts a Fonts In Use section ("Fonts In Use Section") which displays examples of use of fonts designed by Milieu Grotesque. Such examples may, in particular but without limitation, include images of books, brochures, websites, commodity objects etc.

2. Upload and Review of Materials

By clicking "Submit Project" at the end of the Upload Your Project form, the Participant submits all images added to the Upload Images area ("Uploaded Materials") to Milieu Grotesque. Milieu Grotesque will review the Uploaded Materials and determine whether the Uploaded Materials, in Milieu Grotesque's sole discretion, are fit for being added to the Fonts In Use Section. Milieu Grotesque reserves the right to select and/or apply modifications to the Uploaded Materials. In case of any modification exceeding minor corrections, Milieu Grotesque will obtain the Participant's approval prior to adding the Uploaded Materials to the Fonts in Use Section. For the purpose of this Agreement, the term "Uploaded Materials" shall include any modifications applied according to this Clause. Milieu Grotesque is under no obligation to add the Uploaded Materials to the Fonts In Use Section. Milieu Grotesque reserves the right to remove the Uploaded Materials from the Fonts In Use Section at any time without notice.

3. License

For the term of this Agreement, the Participant grants Milieu Grotesque an irrevocable world-wide and royalty-free license ("License") to display the Uploaded Materials in the Fonts In Use Section ("Website Use") and to use the Uploaded Materials in social media posts ("Social Media Use"). If and as far as Milieu Grotesque makes use of the Website Use, Milieu Grotesque shall link the Uploaded Materials to the Participant's website and mention the Participant's name. The latter shall also apply where reasonably possible and adequate in connection with the Social Media Use.

4. Warranty and Indemnification

Participant warrants that the Uploaded Materials are free from any third party rights that may be infringed by using the Uploaded Materials according to the License. Participant agrees to indemnify and hold Milieu Grotesque harmless from and against any claims or damage which may result from any use of the Uploaded Materials according to the License.

5. Term

This Agreement runs for an indefinite term and may be terminated by Milieu Grotesque and the Participant at any time with one month's notice. The termination must be declared in writing (email suffices).

6. Miscellaneous

This Agreement shall be governed by the laws of Portugal, excluding any conflict of law rules. The United Nations Convention for International Sales of Goods (Vienna Convention) is not applicable to this Agreement and expressly excluded. Any dispute arising out of this Agreement shall exclusively be governed by the ordinary courts of Cascais, Portugal. If any part of this Agreement is found to be void or unenforceable by any competent court, the validity of the balance of the Agreement shall not be affected thereby. The remaining parts of the Agreement shall remain valid and enforceable according to the Agreement's terms.

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Version 1.3, September 2018

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If there are any questions left, please do not hesitate to contact us. We are happy to assist you with support and advice.

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Milieu Grotesque, LDA
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