



1. Who we are

1.1 Displaay offers font software in various formats united in font families (typefaces) having various weights and styles (Fonts) for purchase (of respective licenses with respect to the Fonts) in its e-shop at <https://www.displaay.net> (e-shop). Any individual (consumer), entrepreneur or company (collectively, Client) may access the e-shop and purchase the license for the Fonts in accordance with these General Terms and Conditions (General Terms).

1.2 The e-shop is operated by the company Displaay Type Foundry s.r.o., with its registered office at U Libeňského pivovaru 2442/6, 180 00 Prague 8, Czech Republic, Czech Id. No. 09224823, Tax Id. CZ09224823 (Displaay).

2. General Terms

2.1 The General Terms apply to any purchase by the Client of any license with respect to the Fonts via the e-shop.

2.2 Displaay may unilaterally amend the General Terms. Any amendment comes into effect upon its delivery to the Client by email (including as part of a newsletter). By each subsequent use of the Fonts by the Client following the delivery of the amended General Terms, the Client agrees to be bound by and accepts the amended General Terms.

2.3 The Terms of Use of Website and the Privacy Policy referred to below in the General Terms form an integral part of the General Terms, which make an integral part of any Purchase Agreement (defined below).

3. Purchase of Typeface / Delivery

3.1 The Client may access the e-shop of the Fonts at <https://www.displaay.net>.

3.2 In the e-shop, the Client chooses the Fonts and the type of the license depending on the desired purpose and extent of the use of the Fonts (License), based on which choices the e-shop automatically generates the aggregate fees for the Fonts (Fees). The Client agrees to carefully check the options made and the fees before proceeding to completing the purchase.

3.3 The Client is asked to fill in basic identification details necessary for the valid conclusion of the Purchase Agreement (defined below) and the issuance of a valid invoice for the Fees. The Client undertakes to provide true, full, up-to-date and accurate identification details. 3.4 The particular agreement between the Client and Displaay in relation to the purchase of the license for the Fonts (Purchase Agreement) is concluded upon (i) the indication by the Client in the e-shop of the Fonts and the type of License (Section 3.2) (Order); and (ii) the acceptance by the Client of the General Terms, the License and the [Privacy Policy](#). If the Client does not accept any of these terms, the purchase of the License for the Fonts cannot be completed.

4. Fees and Payments

4.1 Following the conclusion of the Purchase Agreement, Displaay delivers to the Client an invoice for the relevant Fees plus VAT (as applicable). The Client agrees to pay the Fees to Displaay by wire transfer to the bank account of Displaay indicated in the invoice within the due date indicated in the invoice.

4.2 The Fees include the remuneration for the License to use the Fonts, unless agreed otherwise in writing between Displaay and the Client.

4.3 If the Client is in delay with the payment of any Fees, Displaay may charge a late payment interest in the amount of 0.05% per each day of delay. In addition, if the delay exceeds 30 business days and the Client fails to pay the due amount within an additional period of 30 business days from the date of delivery to the Client of Displaay's call for payment, Displaay may terminate the Purchase Agreement with immediate effect by a termination notice delivered to the Client. In such case, the Client shall return to Displaay the Fonts received from Displaay prior to the termination, if applicable, and shall abstain from copying or otherwise using the same. Displaay shall not return to the Client any amounts of Fees paid to Displaay prior to the termination.

5. Delivery

5.1 Based on the due completion of the purchase of the License in accordance with Section 3.4, Displaay shall make the Fonts available to the Client for download without undue delay of the payment of the Fees under Section 4.1.

5.2 Immediately following the download of the Fonts, however no later than within 3 days of Displaay making the Fonts available for download to the Client, the Client shall check the Fonts. Should the Client find that the Fonts do not comply with the Order (defined above in Section 3.4), he / she shall inform Displaay of the identified defect via email at xyz@displaay.net without undue delay of the download, however no later than within 3 days, and describe the defect in sufficient detail. After the expiration of this 3-day period, the Client is not entitled to exercise his / her rights from the defective performance.

5.3. The defects are removed by Displaay for free. If Displaay finds that a defect is impossible to remove or if its removal would require unreasonable cost or effort, Displaay may choose not to remedy the defect but refund the Fee. The Client agrees that the removal of the defect and the refund of the Fee (the choice between which shall be made in the sole and unlimited discretion of Displaay), as appropriate, are the sole and exclusive remedies of Displaay for any defects.

5.4 Displaay shall review the claim pursuant to Section 5.2 and inform the Client within 14 days of the assessment of the claim (whether or not the asserted issue qualifies as a defect or not). If the issue is assessed as a defect, Displaay shall inform the Client that Displaay shall remove the defect for free or refund the Fees and it shall specify the time frame within which the removal of defect or the refund shall be provided. If however the asserted issue does not qualify as a defect, the parties shall agree on the removal of the issue at the Client's cost.

5.5 For a period of 30 days after Displaay's delivery of the Fonts for download by the Client, Displaay warrants that the Fonts will perform in accordance with their usual purpose. If the Fonts fail to function during such period, the Client may report the malfunction to Displaay within 3 days of the lapse of the 30-day warranty period. In such case, Displaay may choose upon its discretion to either replace the Fonts or refund the Fees. The replacement or the refund is the sole and exclusive remedy provided by Displaay for a malfunction of the Fonts arising within the period of 30 days following the delivery of the Fonts. Displaay provides no warranty whatsoever for any defects of any kind arising after the lapse of the 30-day warranty period and/or reported after the lapse of the 3-day period for reporting the malfunction. Any refunds shall be limited exclusively, entirely, and cumulatively to the Fees paid to



Displaay for the Fonts. This warranty nor any remedy applies if Fonts have been, in any way, modified, altered or converted by the Client.

5.6 For avoidance of doubt, the provisions of Sections 5.2 through 5.5 do not apply and Displaay bears no liability for any issues which do not consist of the non-compliance with the Order (Section 5.2) or the failure of the Fonts to perform in accordance with their usual purpose within 30 day period set forth in Section 5.5, in particular, without limitation :

- Issues caused as a result of the Client's inputs which are harmful or anyhow inappropriate for the Fonts;
- Issues caused as a result of force majeure;
- Issues occurred as a result of an accident or if the Fonts or any their part (whether tangible or intangible) had been lost or destroyed due to theft, fire or negligence on the side of the Client or any party other than Displaay;
- Issues arising due to reasons which are not on the side of Displaay;
- Other Issues explicitly carved out from liability of Displaay under Section 5.5.

6. Consumer Protection

6.1 The Client agrees and instructs Displaay that the purchased Fonts are delivered to the Client (by way of making them available for download) immediately after receiving the payment of the Fees in accordance with Section 4, i.e. even before the expiration of the term of 14 days of the date of concluding the Purchase Agreement. In such case, the Client forfeits the statutory right to withdraw from the Purchase Agreement within 14 days of its conclusion.

6.2 Should a dispute arise between Displaay and the Client, provided that the Client is a consumer, in relation to the purchase of the License for the Fonts based on these Terms of Use, the Client is allowed to refer the dispute to the Czech Business Inspection, with registered address at Štěpánská 15, Prague 2, Czech Republic, webpage <https://www.adr.coi.cz>, being the authority for deciding consumer disputes extra judicially. All details on the possibility to solve the dispute extra judicially are stated on the web pages of the Czech Business Inspection.

7. Intellectual Property / Use of E-shop

7.1 The Client shall use the Fonts strictly in accordance with the License. The License shall come into effect no earlier than upon the full payment by the Client of all Fees for the relevant License for the Fonts. Prior to such entry into effect of the License, the Client shall not use the Fonts or any their part in any manner whatsoever. In case of breach by the Client of this Section 7.1, Displaay has the right to terminate the Purchase Agreement and the License with immediate effect upon delivery of the termination notice to the Client. In such case, the Client shall return to Displaay the Fonts and shall abstain from copying or otherwise using the same. Displaay shall not return to the Client any amounts of Fees paid to Displaay prior to the termination.

7.2 The Client shall use the e-shop strictly in accordance with the Terms of Use of Website. The Terms of Use of Website are hereby incorporated in and make an integral part of these General Terms and the Purchase Agreement and are binding upon the Client.

7.3 The Client shall indemnify, defend and hold harmless Displaay from and against all damages, losses or claims arising out of or related to any breach of Sections 7.1 and 7.2.

8. Limitation of Liability

8.1 Unless explicitly set forth in the General Terms, Displaay makes no warranty, condition, representation, undertaking or guarantee of any kind with respect to the Fonts, whether express, implied, statutory, or otherwise. Displaay further hereby specifically disclaims, to the extent permitted by applicable law, all implied warranties, conditions, representations, undertakings and guarantees, including, without limitation, with respect to title, merchantability, non-infringement or fitness for a particular purpose.

8.2 Displaay bears no liability for any damages or losses incurred by the Client in relation to any Fonts, any License, any Purchase Agreement, the General Terms, the Terms of Use of Website and/or the Privacy Policy (other than such caused by Displaay intentionally or through gross negligence). The Client explicitly agrees that downloading and using of the Fonts is fully on the Client's risk. Liability of Displaay to the Client or any third party for any direct, indirect, consequential, or incidental damages or lost profit is excluded, save for damage caused intentionally or as a result of gross negligence. Should the aforementioned exclusion of liability not be permitted in any jurisdiction, the Client agrees that Displaay's liability for damage shall in no event exceed the amount of EUR 100.

9. Data Protection

9.1 As part of the purchase of the Fonts, the Client provides certain identification data which is processed in accordance with the Privacy Policy available to the Client prior to the conclusion of the License Agreement (Privacy Policy). The acceptance of the Privacy Policy makes part of the conclusion of the Purchase Agreement.

9.2 Displaay may unilaterally amend the Privacy Policy. Any such amendment comes into effect upon its delivery to the Client by email (including via newsletter). By each use of the Fonts by the Client following the delivery of the amended Privacy Policy, the Client agrees to be bound by and accepts such amended Privacy Policy.

10. Final provisions

10.1 The Client may not assign or transfer any rights under any Purchase Agreement (or any License or any other part or provision of the Purchase Agreement) to a third party without a prior written consent of Displaay.

10.2 The Client agrees not to use any Fonts or the trademark or any other designation of Displaay or any reference thereto in any manner and/or form in relation with any illegal, unethical, or fraudulent activity. Should the Client become aware of any such use by any person, he / she agrees to inform Displaay of the same without undue delay.

10.3 In case of conflict between the License and the General Terms, the License prevails. No general terms and conditions of the Client apply or make part of any of these General Terms, the License, the Privacy Policy or the Terms of Use of Website.

10.4 The General Terms shall be governed by Czech laws. Any disputes between the parties arising in connection with the General Terms, the License, the Terms of Use of Website and/or the Privacy Policy shall be resolved by the competent courts of the Czech Republic. Sections 2389a to 2389f of the act no. 89/2012 Coll., Civil Code, shall not apply to the legal relationship governed by these General Terms.

Displaay

Terms & Conditions



10.5 If any of the provisions of the General Terms, the License, the Terms of Use of Website and/or the Privacy Policy is or becomes invalid or ineffective, the invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the other provisions. The invalidity or ineffectiveness of a provision in relation to only a specific

person or entity is without prejudice to the validity and effectiveness of such provisions in relation to other persons or entities.

Version 1.4.4, January 2023