



### 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 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 Fonts in accordance with these General Terms and Conditions (General Terms).

1.2 The e-shop is operated by the typeface designer Martin Vácha, with his registered seat at U Libeňského pivovaru 2442/6, 180 00 Praha, Czech Republic, Czech Id. No. 76179095, Tax Id. CZ8609123226, using the brand "Displaay" for designating his work and business activities (Displaay).

### 2. General Terms

2.1 The General Terms apply to any purchase by the Client of any 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.

3.3 The purchase agreement between the Client and Displaay in relation to the Fonts is concluded upon (i) the indication by the Client in the e-shop of the Fonts and the type of License (Section 3.2); and (ii) the acceptance by the Client of the General Terms, the License and the Privacy Policy (Section [\_\_\_]) (Purchase Agreement). If the Client does not accept any of these terms, the purchase of 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. 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 Displaay shall make the purchased Fonts available to the Client for download without undue delay of the payment of the Fees under Section 4.1.

5.2 Following the download of the Fonts, the Client shall check the Fonts. Should the Client find that the Fonts do not comply with the Specifications, he / she shall inform Displaay of the identified issues via email at [xyz@displaay.net](mailto:xyz@displaay.net) without undue delay of the download, however no later than within 3 days, and describe the issues in sufficient detail (Specifications).

5.3 The Fonts have a defect if they fail to comply with the Specifications. Displaay shall remove the defects for free. The free removal of the defect is the sole remedy of Displaay for any defect.

5.4 For avoidance of doubt, any issues which do not consist of the non-compliance with the Specifications, in particular, the following issues, insufficiencies, errors or disfunction of the Fonts or in the Fonts (collectively, Issues) do not qualify as defects nor does Displaay bear any liability therefor:

- 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 its 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.

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 of the timeframe for the free removal of the defect. 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.

### 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, unless specifically agreed otherwise between the parties. 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 the Displaay and the Client, provided that the Client is a consumer, in relation to the purchase of 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 Fonts and License. Prior to such entry into effect of the License, the Client shall not use the Fonts or any its part or phase 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 make an integral part of these Terms of Use 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.

8.4 Displaay bears no liability for any damages or losses incurred by the Client in relation to any Fonts, any License, any Purchase Agreement or the General Terms (other than such caused by Displaay intentionally or through gross negligence). The downloading and using of the Fonts is fully on the Client's risk. Liability of Displaay for damage is excluded. 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.

### 8. Data Protection

8.1 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 Purchase Agreement (Privacy Policy). The acceptance of the Privacy Policy makes part of the conclusion of the Purchase Agreement.

8.2 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 to a third party without a prior written consent of Displaay.

10.2 In case of conflict between the Purchase Agreement and the General Terms, the Purchase Agreement prevails. 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 Purchase Agreement or any License.

10.3 The General Terms shall be governed by Czech laws. Any disputes between the parties arising in connection with the General Terms, the Purchase Agreement, the License, the Terms of Use of Website and/or the Privacy Policy shall be resolved by the competent courts of the Czech Republic.

10.2 If any of the provisions of the General Terms, the Purchase Agreement, 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.

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