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**(BILLY ARGEL)**

**Preamble of this Agreement**

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## **Clauses of this Agreement**

### **1 - The designation and description of the participants in this agreement**

- **1.1** - Henceforth, in this agreement, is called "LICENSOR", BILLY ARGEL FONTS, known as "Billy Argel", through his commercial site (web page) called "Billy Argel Fonts," which has the following domain name on the Internet: billyargel.com.
- **1.2** - Henceforth, in this agreement is called "LICENSEE", the buyer of individual license(s) to use graphic fonts for commercial purposes, represented in the purchase invoice issued by the site "Billy Argel Fonts" (billyargel.com).

### **2 - The acquisition by the "LICENSEE" of the individual license for commercial use of**

## **graphic fonts designed by "LICENSOR"**

- **2.1** - "LICENSOR" and the "LICENSEE" accept as legal and representative document of acquisition of this individual license for commercial use, the invoice issued by the "LICENSOR" and confirmed as paid by way of non-cancellable by "LICENSEE".
- **2.2** - The invoice issued by the "LICENSOR" in favor of "LICENSEE", will bring the name and describe the amount of commercial licenses purchased for each graphic font of artistic creation of the "LICENSOR".
- **2.3** - The number of single individual commercial licenses of each font is represented, in the invoice, by their units, i.e., the "LICENSEE" acquires the amount of commercial licenses represented by the units in the invoice issued by the "LICENSOR".

## **3 - Obligations and rights derived from this Agreement**

- **3.1** - Each license for commercial use of graphic font specified on the invoice, acquired by the "LICENSEE", granting the following rights and obligations of/or commercial use to the "LICENSEE" specified in the purchase invoice of individual commercial licenses:
- **3.2** - Each individual commercial license allows, for one time, the commercial use to create only one individual of presented in the preamble of this agreement always used by the "LICENSEE" or by a client of this, as long as all other rules and conditions of this "License Agreement are respected.
- **3.3** - The "LICENSEE" can produce with an individual license, for one time, to himself or to a third person or company; in this case the "LICENSEE" shall have the obligation to transfer the individual commercial license to the third party with the graphic works, drawings, creative works or related, and, from this moment, the individual license becomes part of those graphic works, drawings, creative works or related. In this case the third party will have to accept this License Agreement and cannot transfer it to another, neither shall use it in other graphic works, drawings, creative works or related.
- **3.4** - A single license allows the "LICENSEE" to create images on any surface such as paper, computer monitors, photos, printed material, T-shirts and other surfaces.
- **3.5** - An individual license allows use on one Desktop, always owned by the "LICENSEE" and are limited to the stipulated in this Agreement.
- **3.6** - An individual license grants to the "LICENSEE" the right to transform or distort characters for artistic purposes and is limited to the stipulated in the other clauses a Preamble of this Agreement.
- **3.7** - The individual license does not entitle updates subsequent to the date of the invoice issued by the "LICENSOR".
- **3.8** - The "LICENSEE" cannot, in any manner and/or by any means (software or computer codes editors for example), change or modify the source code of graphic fonts licensed by this Agreement.
- **3.9** - The "LICENSEE" with the final and non refundable purchase of a commercial use license of a particular graphic font, and after having available the link to download the font

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- **3.10** - The "LICENSEE" accepts and agrees to all other copyrights rights of the "LICENSOR" on protected by this agreement and all other covered by laws of protecting copyrights, locally (Federative Republic of Brazil) and internationally, BILLY ARGEL FONTS, known as Billy Argel.
- **3.11** - The "LICENSEE" agrees that the acquisition of License grants only the right to use the graphic font acquired under this agreement, as stipulated and limited to this Agreement and not granting or transferring any ownership rights over artistic creation, graphic work, source codes or any other that is part of the technological and creative set of graphic font that has been license purchased under this Agreement.

#### **4 - The beginning and end of completeness and validity of this agreement**

- **4.1** - This agreement between the "LICENSOR" and the "LICENSEE" starts from the date of issue of the invoice to purchase the "License(s) Agreement for Commercial Use of Graphic Fonts" together with the confirmation of the non-cancellable payment of invoice that purchases license(s) for commercial use of graphic fonts, issued and confirmed by the "LICENSOR".
- **4.2** - This agreement has no termination date, but is limited to the final publication of the graphic works, drawings, creative works or related, produced by the "LICENSEE" to himself or to a third person or company, provided that it meets all the other obligations and limits of this Agreement.

#### **5 - Immediate Penalties of this Agreement without prejudice to any other that may be taken if necessary.**

- **5.1** - The "LICENSOR" is given the right, and the "LICENSEE" agrees, that this agreement will be terminated automatically, without the need for other procedures, whenever the "LICENSEE" does not fulfill any of the obligations agreed to in this Agreement.
- **5.2** - If any breach of this agreement by either party occurs, the "License for Commercial Use of Graphic Fonts" covered by this Agreement will be canceled automatically without any need of informal, formal, legal proceedings or of any nature.

#### **6 - Jurisdictions for this Agreement**

Billy Argel Fonts (billyargel.com) is established in São Paulo, Brazil. So this Agreement is governed by Brazilian copyright laws among others. Licensee agrees that the Licenciador may, in its sole discretion, choose the jurisdiction of the courts of Brazil or any other to resolve any breach of clauses or the preamble of this Agreement.

#### **7 - Changes to this Agreement**

The Licensor operates in a market environment with frequent technological changes, because o this the Licensor reserve the right to change this Agreement at any time. Changes in this Agreement will

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The Licensee agree that are aware of the last published Agreement when buying licenses.

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**\*\*\*\*\* END OF THE TEXT OF THIS AGREEMENT \*\*\*\*\***