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Logo License Agreement

This License Agreement (the 'Agreement') is between Oleg Peters (the 'Designer') and You (as an individual or an entity, who then shall, within the constraints of this agreement, be referred to as 'You'/'Your' or 'Customer').

In this Agreement the abbreviation 'IPR' shall be understood as referring to all legal rights to a creative work (the 'Logo' or 'Logo Design'), in any country, those rights including but not limited to copyrights, trademarks and intellectual property rights.

By purchasing the Logo with this License Agreement You have agreed to the following terms and conditions. These terms are non-negotiable and must be adhered to at all times.

The purchased Logo includes customizations: updating the Logo with Your company, business or organization's name, along with color changes, if required. This does not include changes to the graphic part of the Logo. This customization is offered as a one-time option with the purchase, and will not be available after the transfer of final deliverables.

License Grant

Upon purchase of a Logo, the copyright ownership and exclusive, nontransferable license to use the Logo in an unlimited number of applications are transferred from the Designer to You. This license is worldwide and perpetual.

You can:

- adapt, alter or modify the Logo (and any part thereof), use, reproduce, communicate to the public, promote and/or exploit the Logo (and any part thereof);
- apply for trademark rights of the Logo through the appropriate national or international governing bodies;
- use the Logo to brand Your own business, free or paid products;
- only use the Logo for lawful purposes.

You cannot:

- re-distribute or resell the Logo (or any part thereof) as stock or as a design template even if You have modified the Logo;
- seek to mislead others that the Logo was created by any one other than the Designer;
- supply the Logo to another business as part of a client services project or work exchange (for example: You cannot use the Logo to brand a client's business or any one you are providing free or paid services to. The Logo can only be used on your own brand, business or products.).

Unless other is specified this license does not cover the font or fonts used to create the textual part of the Logo. Which means that the Customer does not receive any rights to the font or fonts used in the Logo design. The textual part of the Logo is provided as a ready-made drawing.

The Designer agrees that the Logo is produced with the intent to be unique and will not seek to resell or publish the purchased Logo, except as noted below.

Intellectual Property

Subject to the purchase of the Logo, all IPR inherent in or relating to the Logo are transferred to You.

This transfer excludes the Designer's a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and transferable license to display sold logos in Designer's portfolio, in the widest sense of the word, in any medium the Designer chooses.

The Designer retains the right to use the completed project and/or any preliminary designs for the purpose of design competitions, future printed and digital publications, educational purposes, social media and the marketing of the Designer's business.

The Logo may not be used or copied in any manner for either business or personal use, without first purchasing the Logo design, in order to obtain the legal copyright and ownership of the purchased Logo.

Payment

The Logo is priced in USD. Payments processed via the secured <u>Gumroad</u> platform. Your personal payment information, such as bank information or credit card information are not held or stored through Oleg Peters' website or servers.

Limitation of Liability & Warranties

You expressly acknowledge and agree that use of this website is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. The Designer makes no express or implied warranties, representations or endorsements of any kind, or as to the operation of this website or the information, content, materials, or products included on this website.

To the extent not prohibited by law, in no event shall the Designer be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

The Designer created the Logo with the intent to be unique. Along with that the Customer shall have sole responsibility for ensuring that the Logo does not infringe the rights of third parties, and the Customer shall indemnify save and hold harmless the Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of the Customer's failure to obtain trademark clear ance or permissions, for use of the Logo.

Both the Designer and You acknowledge and agree that if any part of this Agreement is found to be unenforceable, the rest of the Agreement remains in effect.

Termination

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from the Designer if You fail to comply with any provision contained herein. Upon termination, you must stop using the Logo, destroy the Logo and all copies of it, in part and in whole, including modified copies, if any.

