

Terms & Conditions Dyslexie Font

The terms and conditions as laid down in this Agreement shall apply to the relationship between the private company with limited liability, incorporated under Dutch law and registered with the commercial register of the Chamber of Commerce under number 58177256, Office Cloud Plus, a trade name of Dyslexie Font B.V. (hereinafter referred to as: “*Office Cloud Plus*”) and any party using the Website (www.officecloudplus.com).

Article 1 – Definitions:

In this Agreement the following words and expressions shall have the following meaning, unless the context requires otherwise:

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| Agreement | this document containing the most recent version of the terms and conditions of Office Cloud Plus dated 7 April 2020; |
| Business User: | a professional User not being a Publisher or an Educational User (including its employees); |
| Educational User: | a professional User that is active in the field of education (including its staff and students); |
| License Fee: | (i) a monthly fee, as payable by Users to Office Cloud Plus for the use of the Product as specified on the Website; |
| Private User: | a natural person who uses the product for private (non-commercial) purposes; |
| Publisher: | a professional User that is active in the field of (book) publishing (including its employees); |

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| Product: | the online and/or downloadable products as provided by Office Cloud Plus through the Website; |
| User: | any user of the Product; and |
| Website: | the websites as set out on and available through the URLs: https://officecloudplus.com https://my.officecloudplus.com https://cloud-eu-1.officecloudplus.com https://cloud-eu-2.officecloudplus.com https://cloud-uk-1.officecloudplus.com https://cloud-us-1.officecloudplus.com https://cloud-us-2.officecloudplus.com https://cloud-au-1.officecloudplus.com and any future website of Office Cloud Plus. |

Article 2 – Scope

- 2.1 This Agreement shall apply in respect of all services rendered and/or Products provided by Office Cloud Plus.
- 2.2 Office Cloud Plus shall render all services exclusively on the basis of this Agreement. This shall also apply when a User uses general terms and conditions and these terms and conditions contain terms which are contrary to – or which deviate from – this Agreement. This Agreement shall also apply in the event that Office Cloud Plus renders its services or provides its Products without knowing that the User has terms and conditions which are contrary to – or which deviate from – this Agreement.
- 2.3 All correspondence between Office Cloud Plus and the User may be sent by e-mail. Such correspondence shall be deemed written (*schriftelijk*).

Article 3 – Office Cloud Plus

- 3.1 Office Cloud Plus exploits the websites officecloudplus.com, my.officecloudplus.com (including subpages) and provides Products to its Users such as (but not limited to) digital manuals and Office Suit.

- 3.2 Office Cloud Plus shall use all reasonable endeavours to ensure that the Website is available at all times. At times the Website may be temporarily unavailable due to maintenance or otherwise. Office Cloud Plus shall use reasonable endeavours to keep unavailability to a minimum.
- 3.3 Office Cloud Plus shall not be liable towards the User for damages of whatever nature, direct or indirect, or consequential such as, inter alia, losses due to delays, lost profits and penalties forfeited by the User, arisen in connection with the use of the Website, bugs and/or unavailability of the Website, except in the case of intent or gross negligence on the part of Office Cloud Plus. Any liability is limited to the amount of the License Fee paid by the User to Office Cloud Plus.
- 3.4 Office Cloud Plus respects the User's right to ownership of content created or stored by the User. The User owns the content created or stored by such User. Unless specifically permitted by the User, the use of a Product does not grant Office Cloud Plus the license to use, reproduce, adapt, modify, publish or distribute the content created by the User or stored in its account for Dyslexie Font's commercial, marketing or any similar purpose. However, the User grants Office Cloud Plus permission to access, copy, distribute, store, transmit and reformat the content of its User account solely as required for the purpose of providing one or more Products to the User.

Article 4 – Users

- 4.1 Business Users and Educational Users shall upon registration provide Office Cloud Plus with the following information; organization name, contact person, address, VAT number (if applicable), payment details, number of users and e-mail address. Private Users shall upon registration provide Office Cloud Plus with the following information; full name, address, payment details, number of users and e-mail address. Should any of this information change, the User is obliged to inform Office Cloud Plus accordingly. Only after providing all necessary and correct information – and payment of the License Fee – a User is entitled to use the Product.
- 4.2 The User warrants that all information provided is correct and the contact person is authorized to act on behalf of the User.

- 4.3 Upon registration the User shall receive a unique username and password. The User is responsible for the misuse of the username and/or password. The User is obliged to keep this information confidential to prevent unauthorized persons from using it. In case of misuse the User is obliged to immediately inform Office Cloud Plus and article 4.4 below applies.
- 4.4 Office Cloud Plus reserves the right to deny registration, put in quarantine or to remove a User at any time from the Product at its own discretion.
- 4.5 A User can be put in quarantine by Office Cloud Plus if the User does not comply with any of the (payment) terms in this Agreement. If a User is put in quarantine such User will be granted a reasonable period to remedy its failure.
- 4.6 The User is responsible for the use of the Website and the Product, and for any use of the Site or Services made using your account. When the User uses the Website and/or a Product, the User may not and agree that such User will not:
- (i) violate any law or regulation;
 - (ii) violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
 - (iii) use a Website or a Product to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs or personal contact information of others without their permission;
 - (iv) transmit anything that is illegal, abusive, defamatory, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
 - (v) send unsolicited or unauthorized advertising or commercial communications, such as spam;

- (vi) stalk, harass, or harm another individual;
- (vii) impersonate or misrepresent your affiliation with someone else;
- (viii) use automated methods to use a Website or a Product in a manner that sends more requests to the Office Cloud Plus servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- (ix) interfere with or damage a Website or a Product, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (x) if you are using a Website or a Product as a Private User, register for more than one Office Cloud Plus account or register for a Office Cloud Plus account on behalf of an individual other than yourself, or, if you are using a Website or a Product as Business or Educational User, register more than one Office Cloud Plus account for one user or register for a Office Cloud Plus account on behalf of someone outside of your organization;
- (xi) use, display, mirror or frame the Website or any individual element within the Website or Product, Office Cloud Plus's name, any Office Cloud Plus trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Office Cloud Plus's prior written consent; and
- (xii) circumvent storage limits.

4.7 Office Cloud Plus will have the right to investigate and prosecute breaches of any of the above to the fullest extent of the law. Office Cloud Plus may involve and cooperate with law enforcement authorities in prosecuting users who breach this Agreement. You acknowledge that Office Cloud Plus has no obligation to monitor your access to or use of a Website or a Product or to review or edit any content, but has the right to do so for the purpose of operating a Website or a Product, to ensure your compliance with this Agreement, or to comply with the applicable law or the order or requirement of a court, administrative agency or other governmental body. Office Cloud Plus reserves the right, at any time and without prior notice, to remove or disable access to any content that Office Cloud Plus, at its sole discretion, considers as objectionable for any reason, in violation of this Agreement or otherwise harmful to a Website or a Product.

Article 5 – License and License Fee

- 5.1 Upon registration the User is obliged to pay the License Fee to Office Cloud Plus. User is obliged to pay the License Fee upfront or in accordance with the payment terms as set out on the Website. Should the License Fee at any point not be paid in a timely manner, Office Cloud Plus is entitled to suspend access to the Product. All taxes and (import) duties shall be borne by the User and the User shall indemnify and hold harmless Office Cloud Plus in any respect thereof.
- 5.2 In the event that the User fails to fulfil its payment obligations Office Cloud Plus is entitled to statutory commercial interest with an additional one (1) percent interest on all outstanding payments, with a minimum of € 50 (fifty euro) and is entitled to charge the User for extrajudicial collection costs. The User may never suspend and/or set-off the payment of the License Fee.
- 5.3 Upon fulfilment of all obligations by the User, Office Cloud Plus provides the User with a non-exclusive license to use the Product, without the right to sub-license, subject to the terms and conditions as set out in this Agreement. The duration of a license is in principle indefinite, commencing upon receipt of the License Fee by Office Cloud Plus and may be terminated at the end of each month with a months' notice after the first twelve (12) months have lapsed. The license may be terminated by the User in writing with thirty (30) days' notice through my.officecloudplus.com.
- 5.4 Private Users are entitled to use the Product for private purposes only, on a maximum of three (3) devices at home – not part of a network – and not for any business, commercial, publishing and/or educational purposes. However, The Office Cloud Plus Suite may be used on all User's devices.
- 5.5 Educational Users are entitled to make use of the Product at their business address only and solely for educational purposes of its students/pupils within their own network. Educational Users are entitled to make one (1) back-up of the Product per license.

- 5.6 Business Users are entitled to make use of the Product at their business address only and solely for the purpose of improving the reading skills of their employees within their own network. Business Users are entitled to make one (1) back-up of the Product per license. Furthermore, Business Users are – in case of a marketing publication license – entitled to publish the Product for marketing purposes.
- 5.7 Office Cloud Plus reserves the right to (unilateral) terminate unpaid User accounts and/or accounts that are inactive and/or put in quarantine for a continuous period of ninety (90) days. In the event of such termination, all data associated with such User account will be deleted. Office Cloud Plus will provide the User with prior notice of such termination and option to back-up the User's data.

Article 6 – Intellectual property

- 6.1 All intellectual property rights related to a Product, such as but not limited to patent rights and/or the trade name Office Cloud Plus, belong to Office Cloud Plus at all times.

- 6.2 A User is not entitled to make any reproductions, changes, translations or other modifications to a Product – other than expressly provided for in this Agreement – without the prior written consent of Office Cloud Plus.
- 6.3 A User is not entitled to subject a Product to reverse engineering, decompile or disassemble it or otherwise attempt to retrieve the source code of any Product.
- 6.4 A User may refer to the Product in presentations or publications and shall in such case refer to Office Cloud Plus as the rightful owner.

Article 7 – Force Majeure

Office Cloud Plus shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to war, civil commotion or industrial dispute.

Article 8 – Termination

- 8.1 Office Cloud Plus is – in addition to article 5.9 above – entitled to terminate the license at any time by giving the User one months' notice.
- 8.2 Office Cloud Plus is furthermore entitled to terminate the license with immediate effect in case (i) of any breach of this Agreement, (ii) the User becomes bankrupt or insolvent or enters into liquidation (other than voluntary liquidation for the purpose of reconstruction), (iii) the User enters into an arrangement or composition with its creditors or any of them and/or (iv) the User's ownership changes completely.
- 8.3 Upon termination of this Agreement for any reason whatsoever, the User shall immediately cease using any Product and shall – at the sole discretion of Office Cloud Plus – destroy any remaining (parts of) Products, including back-ups and/or return any Product to Office Cloud Plus.

Article 9 – Liability

- 9.1 If Office Cloud Plus fails to perform one or more of its obligations arising from this Agreement or any other agreement between Office Cloud Plus and the User, the User shall notify Office Cloud Plus in writing of such failure. The notice of default shall be given in writing, whereby Office Cloud Plus shall be given a reasonable period of time to remedy the breach.
- 9.2 In the event of an attributable breach of contract, Office Cloud Plus is liable for damage sustained by the User insofar as determined by a court of law, and with due regard for that which is set out in paragraph 3 of this article below. Office Cloud Plus has no further liability for the performance of its services and, with due regard for that which is set down in paragraph 3 of this article and insofar as this is provided for in Section 196[c] of Book 6 of the Dutch Civil Code.
- 9.3 The maximum liability of Office Cloud Plus, for whatever reason, shall be limited to compensating direct damage to a maximum of the fee paid by the User for a Product or, alternatively, to the compensation scheme Office Cloud Plus offers, at Office Cloud Plus's sole discretion. In no event shall the total compensation for direct damage amount to more than the compensation paid by Office Cloud Plus's liability insurer in certain cases.
- 9.4 Office Cloud Plus shall not be liable for damage resulting from missing information/data, because the User did not properly use the Product nor for damage resulting from information/data transported via the network. The User has the obligation to (automatically) synchronise the online data to a local (meaning not online) drive. It is the sole responsibility of the User to ensure that any content that is stored and exchanged by the User through the Website is lawful and does not infringe any third-party rights. Office Cloud Plus does not accept any liability for the storage and exchange of data through the Website.
- 9.5 Office Cloud Plus shall at no time be liable for indirect damage, including consequential damage, loss of profits, lost savings, loss of data and loss due to business interruption and idle periods.

- 9.6 Any right to compensation always depends on the condition that the User reports the damage in writing to Office Cloud Plus as soon as possible, however no later than three (3) months after the damage occurred or after the User should have reasonably been aware of the damage.
- 9.7 The User agrees to indemnify Office Cloud Plus and Office Cloud Plus staff for any and all (third-party) claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to the use of a Website or a Product, including but not limited to third-party liability claims resulting from a fault in a Product or system supplied by the User to a third-party and that partly comprised of hardware, software, websites, data files or other content supplied by Office Cloud Plus, unless and only insofar as the User proves that the damage was caused by the hardware, software, websites, data files or other content of Office Cloud Plus.

Article 10 – General

- 10.1 If any of the provisions of this Agreement shall for any reason be deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been part of this Agreement.
- 10.2 This Agreement constitutes the whole agreement between Parties and there are no promises, terms, conditions, obligations, representations or warranties, oral or written, expressed or implied, other than those contained herein. This Agreement supersedes any previous agreements between the Parties.
- 10.3 This Agreement shall be construed in accordance with Dutch law and the competent courts in Amsterdam shall have sole and exclusive jurisdiction in relation thereto.