

TERMS & CONDITIONS

ACCEPTANCE OF TERMS

AGEMA centar d.o.o., Kozarčeva 53, 42000 Varaždin, Croatia, VAT number: 87965978210, registered with the Commercial Court in Varaždin under the number MBS: 070012276 ("Hot Type", "we" or "us").

Amount of the share capital of the company: 20.000,00 Croatian Kuna (HRK), which has been paid in full. Members of the Management Board: Snježana Kolarek and Marko Hrastovec.

Company and registered office of the legal entity with which the accounts are kept:

BANK

Privredna banka Zagreb d.d.
Radnička cesta 50
10000 Zagreb, Hrvatska
Telephone: 01 636 0000
Fax: 01 636 0063
www.pbz.hr

BANK ACCOUNT

AGEMA Centar d.o.o.
Kozarčeva 53
42000 Varaždin, Hrvatska

IBAN: HR6423400091511146654
SWIFT: PBZGHR2X

("Hot Type") makes available for your use on this website (the "Site") software, information, documents and products (collectively, the "Materials") and various services operated by Hot Type (collectively, the "Services"), subject to the terms and conditions set forth in this document (the "Terms and Conditions").

These Terms and Conditions apply to the rights and obligations relating to the purchase of products or services through Hot Type, and the rights and obligations arising from the conclusion of the Distance Selling Agreement, i.e. End User License Agreement (hereinafter: the Agreement) between the consumer as the end customer and Hot Type, are considered an integral part of such contracts in relation to the terms and manner of ordering products or services, products or service prices, methods of payment, warranties, complaints and returns, delivery, protection of personal data and other issues related to the use of Hot Type.

By accessing or using this Site, you agree to the Terms and Conditions. Hot Type reserves the right to change the Terms and Conditions from time to time at its sole discretion. Your use of the Site will be subject to the most current version of the Terms and Conditions posted on the Site at the time of such use. In addition, when using particular Services or Materials on this Site, you shall be subject to any posted guidelines or rules applicable to such Services or Materials that may contain terms and conditions in addition to those in the Terms and Conditions. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. If you breach any of the Terms and Conditions, your authorization to use this Site automatically terminates and you must immediately destroy any Materials downloaded, extracted, or printed from the Site.

Hot Type reserves the right to change any of its third-party service providers, with or without notice, that we, at our sole discretion, deem to be reasonable in the circumstances. You agree to cooperate with Hot Type, the Technical Service Provider, and any other service provider as reasonably required to perform services for which it is responsible.

By accessing this Site, you acknowledge and agree that the information and products are provided "as is". Hot Type does not accept any responsibility nor liability for technical or any other inaccuracies, mistakes or errors, or any financial, indirect, incidental, or consequential damages resulting from the use of this Site.

Hot Type does not warrant that:

- the Platform and Hot Type Service will be uninterrupted, timely, secure, error-free or of satisfactory quality,
- the results that may be obtained from the use of the Service will be accurate or reliable,
- any errors in Hot Type Service will be corrected, excluding the Limited Warranty as described in Chapter 16 of the End User License Agreement.

The End User License Agreement is an integral part of these Terms and Conditions.

1. DEFINITIONS

When we say **Agreement**, we mean the contract comprising these Terms and Conditions (as amended from time to time), Privacy Policy, Cookie Policy, End User License Agreement and any terms linked in this document, as well as any other information on Platform mentioned in this document.

When we say **AML/CTF**, we mean the applicable Anti-Money Laundering / Combating the Financing of Terrorism regulations and requirements.

When we say **Content**, we mean all Hot Type's features and technical resources available to Users, including, but not limited to, information, data, text, photographs, videos, audio clips, software, scripts, graphics and interactive features generated, provided, or otherwise made accessible on or through Platform.

When we say **Enterprise**, we mean a User of Hot Type which is a legal entity.

When we say **Intellectual Property Rights**, we mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or another intellectual property right, and all similar or equivalent rights or forms of protection, in any part of the world.

When we say **KYC**, we mean due diligence on the User (known as "Know Your Customer") check carried out in accordance with AML/CTF.

When we say **Party** or **Parties**, we refer to Hot Type and/or the User.

When we say **Privacy Policy**, we refer to Hot Type's personal data protection policy, which is available [here](#).

When we say **Software**, we refer to all the mobile apps and desktop apps, their updates, upgrades, enhancements, modifications, extensions, new features, and possible replacements provided by Hot Type, now existing or later developed, and other programs and tools, developed in conjunction therewith.

When we say **User, You** or **you**, we refer to any person or entity, other than Hot Type, that uses, downloads, accesses or attempts to access Hot Type.

When we say **User Content**, we mean any content provided by the User to the Platform or Hot Type community or social media including any entered, recorded, stored, used, controlled, modified, disclosed, transmitted or erased information and data.

When we say **User Data**, we mean data in electronic form that is input or collected through the Software or Platform by or from any User (in the broadest possible interpretation of the term), including, without limitation, personal data (as defined in the Privacy Policy).

If you have any questions regarding the Terms or Privacy Policy, you may contact us via the contact form or via the following email address: marko@hottype.co.

2. USER RESTRICTIONS

Hot Type is solely intended for those who have full legal capacity.

If you are a natural person, you need to be at the age of majority (legal age) to be able to use Hot Type and fully competent to enter into legally binding agreements. Legal age depends on the national legislation applicable to the User (you probably need to be 18 years old, depending on the national legislation applicable to the User, and Hot Type reserves the right to decline any User for which Hot Type determines or suspects is not of the age of majority to be able to use Hot Type). By using Hot Type, you represent that you are of legal age. If you are not at the required age, please stop using Hot Type immediately.

If you are an individual User, or are accessing Hot Type, or are otherwise browsing the Site, this Agreement is between you, individually, and Hot Type.

If you enter this Agreement on behalf of the Enterprise, you warrant that:

- ❶ You have the full legal authority to bind the Enterprise to Agreement;
- ❷ You have read and understood the Agreement;
- ❸ You represent that you have the Enterprise's permission and authority to use the Enterprise's User Content;
- ❹ You agree to the Agreement on behalf of the Enterprise that you represent.

The Enterprise and the authorized Users of the Enterprise are jointly responsible for the authorized Users' use of the Platform or part thereof. Any violation of the Agreement by any of the authorized Users shall be deemed to be a violation thereof by the Enterprise and by the authorized User of the Enterprise.

By opening a User account, you represent and warrant to us that the opening of the User account does not violate any laws or regulations applicable to you.

3. IDENTITY AUTHENTICATION

You authorize Hot Type, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- Asking you for further information, such as your date of birth, your taxpayer or national identification number, proof of your physical address, and other information that will allow us to reasonably identify you;
- Requiring you to take steps to confirm ownership of your email address or financial instruments;
- Verifying your information against third party databases or through other sources; or
- Requiring you to provide further documentation, such as your driver's license or other identifying documents at any time.

4. CONSENT AND THE SERVICE

User shall be bound by this Agreement in any of the following situations, whichever occurs first:

- ❶ Upon creating a User account;
- ❷ Upon downloading the Software and accepting these Terms and Conditions;
- ❸ If the User agrees to or is deemed to have agreed to the Agreement; any use, access or attempt to use or attempt to access the Platform shall be considered deemed to agree;
- ❹ If the User makes the payment for or to Hot Type;
- ❺ If the User takes participation in any of Hot Type's Services.

You acknowledge that Hot Type may modify the features and functionality of the Platform or part thereof during the Term of the Agreement.

We will make Hot Type's Services available to you under this Agreement. We will use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except (a) during planned downtime (of which we will give advance notice); and (b) for any

unavailability caused by circumstances beyond our reasonable control, including, for example, a force majeure event; (c) internet problems outside our control; (d) bugs in code, hardware or Services without a commercially known fix. Specific Users may experience an inability to use the Platform because of the suspension or termination of their User account. Nevertheless, we cannot guarantee that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

5. ELECTRONIC COMMUNICATIONS

By accepting these Terms and Conditions, you agree to this electronic contract. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email, satisfy any legal requirement that such communications be in writing.

Please note that we are going to send notifications about any amendment of the Terms and Conditions, Privacy Policy, End User License Agreement or any material change to Hot Type's Services or the Agreement electronically, via email, to your provided email address.

We have a legal obligation to inform you about the change of the Terms so you can decide whether to continue using Hot Type. Such correspondence does not constitute marketing or promotional emails, and you cannot unsubscribe from receiving such notifications. If you do not wish to receive such notifications, you need to terminate the Agreement by deleting your User account.

6. COPYRIGHT AND INTELLECTUAL PROPERTY

This Site is produced and maintained by Hot Type. All information and products presented, i.e., texts, images, downloads, software, et cetera, are protected by intellectual property and proprietary rights.

By accessing this site in any way, you acknowledge and agree not to infringe any copyright of Hot Type, i.e., not to copy, republish, download, transmit, adapt, or modify any portions of this site, except as expressly authorized herein.

Unless otherwise indicated in the Agreement, the Platform and the entire Content are protected by Intellectual Property Rights of Hot Type or its affiliates, agents or licensors, as applicable.

Users have only the rights specified under this Section of Terms and Conditions, i.e., the Agreement. Users may not acquire any other Intellectual Property Rights under this Agreement. No ownership right may be conveyed to any User, irrespective of the use of terms such as "purchase" or "sale" in Terms and Conditions or anywhere on the Platform.

Any unauthorized use of the Platform and Content and/or any part of it, without our permission, shall be deemed an infringement of Intellectual Property Rights. Hot Type will take all legal remedies to protect its Intellectual Property Rights immediately upon the knowledge of such unauthorized use.

Any copying of Content or downloading Content in part or whole is permitted only upon written consent from Hot Type.

Hot Type also reserves all Intellectual Property Rights not expressly granted in this Agreement.

If you believe that any material on this Site violates your copyright, please notify us at marko@hotype.co. Hot Type team will respond to all possible copyright infringement notices that it receives without undue delay.

If you are a natural person using Hot Type, in consideration of your acceptance of this Agreement and your payment of all applicable fees (if any), Hot Type grants you a personal, limited,

non-exclusive, non-transferable, non-sublicensable, revocable authorization to access and use Hot Type's Services for your personal purposes under the Agreement and any other instructions on the Platform.

If you are an Enterprise using Hot Type, in consideration of your acceptance to this Agreement and your payment of all applicable fees (if any), Hot Type grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable authorization to access and make use of Hot Type Services solely for your internal business purposes, under the Agreement and any other instructions on the Platform.

Any other use of the Platform, Software or Hot Type Services, not specifically mentioned in this Agreement, by any User, is forbidden. For example, you may not:

- Publish, copy, rent, lease, lend, sell, create derivative works or transfer in any way the Software, Site, Hot Type Services or any portion(s) of the foregoing;
- Distribute, transmit, publish or otherwise disseminate the Software, Site, Hot Type Services or any portion(s) of the foregoing;
- Attempt to access or derive the source code or architecture of the Software or work around any technical restrictions or limitations in the Software;
- Reverse engineer, decompile, or disassemble the Software, or attempt to do so;
- When using internet-based features, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner;
- Attempt to probe, scan or test the vulnerability of the Site, Services and/or Software, or any associated system or network, or to breach any security or authentication feature or measures, and, if you are blocked by Hot Type from accessing the Platform or Hot Type Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Failure to comply with this Article is considered an offense defined by applicable regulations. We will report any kind of non-compliance with this regulation to the appropriate authorities and will work with them to establish the identity of the attacker. Also, in the event of non-compliance with this article, we will revoke your authorization to use Hot Type's Services.

We will not be liable for any loss or damage caused by denial of service, viruses or any other software or technological damage or harmful materials that may affect your computer, IT equipment, data or materials as a result of using Hot Type or downloading content from Hot Type or other providers to which Hot Type redirects you.

Also, if Hot Type contains links to other websites and third-party materials, those links are for informational purposes only and we have no control over the content of those websites or materials. Therefore, we do not assume any responsibility for any loss or damage resulting from their use.

For the purpose of clarity, Users may not obtain access to source code under the Agreement and should not attempt to do so.

To use Hot Type, each User must comply with these rules of acceptable use:

- The User must provide complete information for registration purposes;
- The User must provide accurate and up-to-date information. The User has to use accurate contact information. Using false identity is strongly prohibited;
- The User will prevent any other person from using that specific User's account. The use of the User's account by more than one person is prohibited;
- The User may have only one User account;
- The User must maintain the security of the account and password, and share it solely with the authorized persons. Hot Type cannot be held liable for any loss, damages or expenses incurred due to the User's failure to comply with this obligation. The User will be liable for all losses, damages, liability, and expenses incurred by Hot Type or a third party as a consequence of unauthorized use of the account. If you become aware of any unauthorized use of your account on Hot Type, you need to immediately notify us by sending an email to marko@hottype.co;

- The User will not engage in activity that violates the privacy of others, or any misuse or unlawful processing of personal data, nor will publicly display or use Hot Type to share inappropriate content or material. The User may not violate any applicable law or regulations in connection with the use of Hot Type;
- The User will not access Hot Type's Services or the Software to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions or graphics;
- The User will not engage in web scraping or data scraping on or related to the Software or the Platform, including, without limitation, the collection of information through any software that simulates human activity or any bot or web crawler;
- The User will not automate access to the Site or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;
- Users are fully responsible for all the activities that occur under their User accounts.

To the maximum extent permitted by the applicable law, Hot Type and/or its suppliers, employees, and representatives shall be liable in no event for:

- ❶ Any loss, damage, expense or other harmful consequences resulting from anyone's use or inability to use Hot Type;
- ❷ Any installation, implementation, customization or modification of the Software not carried out by Hot Type;
- ❸ Any failure to apply an available update, service pack, fix or upgrade that would have avoided the harmful event;
- ❹ Any unauthorized access to the User's Content;
- ❺ Any unauthorized use of any User's credentials.

You agree to indemnify and hold Hot Type harmless from any and all demands, losses, liability, claims or expenses (including attorneys' fees) made against Hot Type by any third party due to or arising out of or in connection with your use of Hot Type and the including Services.

7. USER CONTENT AND USER DATA

Users are solely responsible for all User Data and User Content.

Hot Type will have no responsibility or liability for the accuracy of data uploaded to the Software by User, including, without limitation, User Data and any other data uploaded by Users.

By accepting this Agreement, each User warrants, represents and covenants that the User owns or has a valid and enforceable license to use all User Content. User Content will not infringe, misappropriate or violate the rights of any person or entity or any applicable law, rule or regulation of any government authority of competent jurisdiction. The User remains the owner of User Content and User Data under the Agreement.

Nevertheless, by posting User Content on Platform, you grant to Hot Type a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide right and license to use User Content and associated Intellectual Property Rights in any way and in any media, now or in the future. You agree to waive moral rights and promise not to assert such rights against Hot Type.

If you find that there is information on your profile that is no longer accurate, it is your responsibility to edit it or alert Hot Type.

Hot Type reserves the right to refuse, limit or cancel Hot Type's Service to a User, terminate User accounts, or remove or edit User Content at its sole discretion. Therefore, when investigating alleged violations of this Agreement, Hot Type reserves the right to review your User Content to resolve the issue (such as to prevent harmful or illegal activity). Hot Type may also access the User Content when providing technical support or when performing other legal obligations under this Agreement.

Nevertheless, Hot Type has no obligation to monitor User Content (and will make no attempt to do so) and has no obligation to remove any User Content.

Hot Type cannot be held responsible for any loss, damage, expense or other harmful consequences to any User resulting from User Content.

In the event Hot Type becomes aware of the illegal User Content, activities that infringe anyone's Intellectual Property Rights or personal data or any other right, or activities that infringe the Agreement, Hot Type may, at its sole discretion, disable, close, and temporarily or permanently limit access to any User account without any notice. Hot Type may not be liable for any loss, damages or undesirable consequences resulting from such action.

Hot Type may permanently erase User Data if the User account is delinquent, suspended, or terminated for thirty (30) days or more.

The User may not assign, impose or in any other way transfer the Agreement or any of the rights or obligations arising from it without first obtaining our written consent for such transfer.

Hot Type reserves the right to assign, impose, subcontract or in any other way transfer the Agreement or any of the rights or obligations arising therefrom, at any time during the term of the Agreement. For the avoidance of doubt, such transfers, assignments or other transfers will not affect the rights granted to User, as appropriate, by law, nor will they reduce or in any way limit the express and implied warranty we have given the User.

8. DOWNLOADED PRODUCTS

After they have been downloaded, fonts are not returnable or refundable. Fonts and other Hot Type's Services and Products may be returned or exchanged only if they are defective and we are notified within 7 days of the order placement. If there is a problem with your order, let us know within 24 hours of purchase, and we will attempt to remedy the situation.

9. THE RIGHT TO UNILATERAL TERMINATION OF THE CONTRACT

Pursuant to Article 79 of the Consumer Protection Act, the User is not entitled to unilateral termination of the Agreement if:

- The service contract is fully fulfilled by the trader, and the fulfilment began with the explicit prior consent of the consumer and with his confirmation that he is aware of the fact that he will lose the right to unilateral termination of the contract from this section if the service is fully fulfilled;
- The subject of the contract is the delivery of digital content that is not delivered on physical media if the fulfilment of the contract began with the explicit prior consent of the consumer and with his confirmation that he is aware of the fact that he will lose the right to unilateral termination.

By agreeing to these Terms and Conditions, the User explicitly agrees that the contract, due to its nature, falls under the circumstances arising from Article 79, i.e., from this chapter of the Terms and Conditions, and the User consequently waives his right to unilateral termination, considering the subject of the contract is the delivery of digital content that is not delivered on physical media, and the fulfilment of the contract begins with the explicit prior consent of the consumer and with his confirmation that he is aware of the fact that he will lose the right to unilateral termination.

10. TERMINATION BY HOT TYPE

You agree that Hot Type may immediately terminate this Agreement if you do not pay the fees when due.

Hot Type may deny you access to all or any part of the Services or terminate your account with or without prior notice if you engage in any conduct or activities for which Hot Type determines, at its sole discretion, that they violate this Agreement or the rights of Hot Type

or any third party, or is or are otherwise inappropriate. Without limitation, Hot Type may deny you access to the Services or Platform, or terminate this Agreement and your User account.

Hot Type may, at its sole discretion, at any time and for any reason, terminate the respective Hot Type's Service, terminate this Agreement, or suspend or terminate any User account on Hot Type. Hot Type will send a notice to the User via the email address the User provides upon creating a User account, or such other email address the User may later provide to Hot Type.

11. PAYMENT AND VALIDATION OF THE LICENSE

Custom or bespoke projects start after the client has made a payment of 50% of the total fee to Hot Type. The second half of the amount needs to be paid within 10 days after completion of the project.

The Licensee is obliged to hand over truthful documentation to Hot Type if asked in what ways and to what extent our Fonts are being used, in order for the scope of the License(s) to be re-assessed and confirmed.

Font Licenses are only valid once Hot Type has received the agreed Licensing Fee in full and once the License Owner has returned the signed End User License Agreement to Hot Type. Manually created invoices must be paid within 10 days. After that, we charge a 5% surcharge on the total invoice amount for every 30 days of delay.

The price of the Product or of the Service will be the one stated at any time on our Site. Prices shown on the Site do not include VAT. We do not charge VAT for non-EU customers. If you are an EU customer with a valid VAT ID number, please fill in the VAT entry field during checkout to avoid being charged VAT. If you are a customer living inside the EU without a valid VAT ID number, the VAT rate of your country is going to be applied. Croatian customers are automatically charged the domestic VAT rate of 25%. The User is responsible for any other tax which would be incurred in relation to the services or products provided to the User, depending on the applicable legislation.

Prices are subject to change at any time, but any price changes will not affect orders for which we have sent an Order Confirmation. All product prices shown on the Site do not include VAT or any other taxes. In case there is VAT applicable, it will be calculated during checkout. All prices are displayed in Euro (EUR). For our Croatian customers prices are converted from Euro (EUR) to Croatian Kuna (HRK) based on daily exchange rate of the Croatian National Bank (HNB) <https://www.hnb.hr/en/core-functions/monetary-policy/exchange-rate-list/exchange-rate-list>

Payment and transactions are processed by Mollie (www.mollie.com). Through Mollie you can pay with Credit Cards (Visa, Mastercard, Maestro, American Express), PayPal, and Apple Pay.

12. GENERAL LIMITATIONS AND PERMISSIONS

Fonts created by Hot Type, including customized or bespoke typefaces, as well as all their constituents, must not be amended, regenerated, nor reformatted in any way. Any rights, including, but not limited to, copyrights and trademarks, remain with Hot Type.

The Intellectual Property of customized or bespoke typefaces remains with Hot Type. Fonts created by Hot Type, including customized or bespoke typefaces, and all their constituents must not be resold, lent, rented, distributed, nor traded in any way to third parties.

Any expansion or derivatives of Fonts created by Hot Type must be performed or authorized by Hot Type.

In the event of closure or merging of business entities, or any other discontinuation of the original use of Fonts by the License Owner, neither the Fonts themselves nor the License to use the Fonts can be transferred.

For marketing reasons only, Hot Type shall be entitled to use the License Owner's name, trademarks, videos, and imagery regarding the use of the Fonts once made public by the License Owner.

Provided Fonts may be used and stored offline only and must not be uploaded onto online storage platforms (such as GitHub) or cloud-hosted web services.

Any use of the fonts in a political or religious context requires written consent by Hot Type.

13. USE OF THE SITE

Except as otherwise indicated elsewhere on this Site, you may view, download and print the documents and information available on this Site subject to the following conditions:

- The documents and information may be used solely for personal, informational, internal, non-commercial purposes;
- The documents and information may not be modified or altered in any way;
- The documents and information on the Site may not be distributed nor published;
- You may not remove any copyright or other proprietary notices contained in the documents, information, or products.

Hot Type reserves the right to revoke the authorization to view, download, and print the documents and information available on this Site at any time, and any such use shall be discontinued immediately upon written notice from Hot Type.

The rights granted to you constitute a License, and not a transfer of title.

The rights specified above to view, download, and print the documents and information available on this Site are not applicable to the design nor layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied nor imitated in whole nor in part.

14. PERSONAL INFORMATION AND PRIVACY

To learn about how Hot Type protects your personal information, such as your name and address, refer to the Hot Type Privacy Policy (www.hotttype.co/info/privacy)

15. TRADEMARK INFORMATION

The trademarks, logos, and service marks displayed on this Site are the property of Hot Type or other third parties. You are not permitted to use the marks without the prior written consent of Hot Type or such a third party which may own the Marks. Hot Type and the Hot Type logo are trademarks of AGEMA centar d.o.o.

16. WARRANTIES AND DISCLAIMERS

The information contained on this Site is for general information purposes only. The information is provided by Hot Type, and whilst we endeavour to keep the information up-to-date and correct, we make no representations nor warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability regarding the Site or the information, products, services, or related graphics contained on the Site for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event are we going to be liable for any loss or damage, including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Site.

Through this Site you are able to access links to other websites which are not under the control of Hot Type. We have no control or information over the nature, content, nor availability of those sites. The inclusion of any links does not necessarily imply a recommendation nor does it endorse the views expressed within them. Every effort is made to keep the Site up and running smoothly. However, Hot Type takes no responsibility for, and will not be liable for, the Site being temporarily unavailable due to technical issues beyond our control.

Should Hot Type enable access to data from another service provider through linking, Hot Type does not carry responsibility for such information.

The Site may contain links to other websites, owned by other legal or natural persons. Each of these websites has its Terms and Conditions and Privacy Policy on handling personal data, which may differ significantly from those which are applied to the use of this Site. Hot Type has no control over such websites and shall not carry any responsibility neither for the availability of those websites nor for the Terms and Conditions and Privacy Policy that applies to their visitors and users.

Placing links to third-party websites on the Site does not in any way imply that Hot Type recommends or approves services or products offered through such websites.

Hot Type guarantees its Fonts to be free of defect for 14 days upon purchase. Claims must include receipt and documentation of the defect.

Refunds are granted only when software defects cannot be resolved by Hot Type. Any refund immediately terminates the Licensee's right to use the Fonts.

Any use of Hot Type Fonts that may result in harm, death, injury, property, or environmental damages is not permitted.

The Licensee agrees that Fonts created by Hot Type, their design, structure, organization, encoding, and all their copies, are owned by and valuable intellectual property of Hot Type and protected under Croatian law, by the copyright and trademark laws of other countries, and by international treaties.

There is no warranty that the Fonts are going to operate on all computer operating systems. Hot Type is not responsible for operating system errors or inoperability faults.

17. CONFIDENTIALITY

The Licensee is obliged to undertake all steps to prevent unauthorized access to the Fonts and their copies.

If the Licensee grants employees or representatives access to the Font Software, the Licensee is required to inform them of EULA.

Accepting Hot Type's EULA represents the complete agreement between the parties; all verbal communications and prior communications regarding the application of the Licensed Fonts are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to Hot Type.

18. GOVERNING LAW AND JURISDICTION

This Site (excluding linked websites) is controlled by Hot Type from its offices in Croatia. By accessing this Site, you and Hot Type agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of Croatia, without regard to the conflicts of laws principles thereof. Hot Type makes no representation that Materials or Services available on this Site are appropriate or available for use in other locations, and accessing

them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are solely responsible for its compliance with local laws.

Mindful of the high cost of dispute, you and Hot Type agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to: (i) the Site; (ii) this Agreement; (iii) the Services; (iv) the breach, enforcement, interpretation, or validity of this Agreement; or (v) any other dispute between you and Hot Type (hereinafter "Dispute"), the Party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other Party (by email, first-class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving Party 30 days in which to respond to or settle the Dispute ("Mandatory negotiations").

Notice shall be sent:

- If to Hot Type, at: AGEMA centar d.o.o., Kozarčeva 53, 42000 Varaždin, Croatia
- If to you, at: your last-used address in your account information or the address of the registered seat of the company (if the User is a legal entity for Enterprises).

If no such address exists, or if the delivery to such address is unsuccessful, the notice shall be sent to the email address connected to that User's account.

Both you and Hot Type agree that this Dispute resolution procedure is a condition precedent that must be satisfied before initiating any dispute resolution or filing any claim against the other Party.

Failing to resolve the dispute as described in previous paragraphs of this Section, any controversy or claims arising out of or relating to the Agreement, or the breach thereof, shall be in the exclusive jurisdiction of the competent court in the city of Varaždin, Croatia.

This clause shall survive termination of the Agreement.

Notwithstanding the provisions above, Hot Type may, at its absolute discretion, assert and seek the protection of its Intellectual Property Rights and rights concerning confidential information or data processing anywhere in the world.

If any provision of this Terms and Conditions or Agreement is found invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

If any provision of this Terms and Conditions or Agreement violates any mandatory rule of applicable law and proves to be void as a result thereof, such provision shall, for those specific circumstances and only in that particular respect in which it is void, be deemed to have been amended to comply with the law. Any such amendment shall be confined to the minimum necessary to make the provision valid and shall retain as much of its original ambit and meaning as possible.

19. CONSUMER PROTECTION

All Agreements shall be in accordance with the Consumer Rights Directive (DIRECTIVE 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL from 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council) amended with the DIRECTIVE (EU) 2019/2161 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL from 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules, both applicable to all of the EU states as stated in the said Consumer Rights Directives.

Article 6 of the Consumer Rights Directive regulates necessary information requirements for distance and off-premises contracts. Before the consumer is bound by a distance or off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:

- (a) The main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
- (b) The identity of the trader, such as his trading name;
- (c) The geographical address at which the trader is established and the trader's telephone number, fax number and e-mail address, where available, to enable the consumer to contact the trader quickly and communicate with him efficiently and, where applicable, the geographical address and identity of the trader on whose behalf he is acting;
- (d) If different from the address provided in accordance with point (c), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;
- (e) The total price of the goods or services, including taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;
- (f) The cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- (g) The arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;
- (h) Where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with Article 11(1), as well as the model withdrawal form set out in Annex I(B);
- (i) Where applicable, that the consumer will have to bear the cost of returning the goods in case of withdrawal and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
- (j) That, if the consumer exercises the right of withdrawal after having made a request in accordance with Article 7(3) or Article 8(8), the consumer shall be liable to pay the trader reasonable costs in accordance with Article 14(3);
- (k) Where a right of withdrawal is not provided for in accordance with Article 16, the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal;
- (l) A reminder of the existence of a legal guarantee of conformity for goods;
- (m) Where applicable, the existence and the conditions of after sale customer assistance, after-sales services and commercial guarantees;
- (n) The existence of relevant codes of conduct, as defined in point (f) of Article 2 of Directive 2005/29/EC, and how copies of them can be obtained, where applicable;
- (o) The duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (p) Where applicable, the minimum duration of the consumer's obligations under the contract;
- (q) Where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
- (r) Where applicable, the functionality, including applicable technical protection measures, of digital content;
- (s) Where applicable, any relevant interoperability of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;
- (t) Where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

20. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send us your comments and suggestions via our contact form.

In addition, official forms are available to consumers and customers. They can be requested by sending an email to support@hotype.co or via the contact form.

If you as a customer and you believe that your rights have been violated, you can send us your complaint to the email address support@hotype.co.

Varaždin, October 2021