

# Offer

**Studio:** OOO Interdizayn (INN 7703529136, address: 1905 Goda Street 7, building 1, unit IB, 3rd floor, room 3, Moscow, 123022), authorized to operate the Software and provide access to the Software's functionality to third parties.

**User:** a visitor to the website [ironov.artlebedev.com](http://ironov.artlebedev.com) who created a User Account.

**Software (the Program):** the computer program "Nikolay Ironov", whose algorithms allow the automatic generation of graphic materials based on the data entered by the User into the Account. The Software is available to Users at [ironov.artlebedev.com](http://ironov.artlebedev.com).

**User Account Page (Account Page):** the User's web interface located at [ironov.artlebedev.com/projects](http://ironov.artlebedev.com/projects), which is accessible after the User enters the personal login and password created by the User after registration, and that allows the User to work with the functions of the Software.

**Identity Elements:** graphic images with the inclusion of text elements, made using the Studio's Typefaces, or without them, generated by the User as a result of using the functionality of the Software.

**Logo:** an element of identity. A graphical representation of the text part of the individual name entered on the Account Page by the User.

**Archive:** a set of graphic materials provided as part of the Tariff, which includes PNG and SVG files containing a logo, corporate colors, a sample business card design, a sample letterhead design, a social network profile picture, as well as PNG files containing sample social media profile covers.

**Studio's Typefaces:** typefaces published at [store.artlebedev.com/type](http://store.artlebedev.com/type), the exclusive rights to which belong to the Studio.

**Project:** the object or subject for which the User wishes to generate identity elements using the Software.

**Tariff:** functionality of the Software that allows the User to chose the amount

of logos, Projects and Archives to download on the User's computer after a payment.

### **The subject of the offer and the procedure for its acceptance**

1. In accordance with this offer, the Studio shall provide registered Users with access to the functionality of the Software for a fee.
2. Payment for the first Tariff by the User in favor of the Studio means full and unconditional acceptance of these terms of the offer.
3. From the moment the User makes payment to the Studio for their first Tariff, the conditions of this offer shall be deemed accepted, and the obligations from the offer shall be subject to execution, as if they were stipulated in a written agreement and in accordance with the current legislation of the Russian Federation.

### **Software Terms of Use**

1. From the moment of making the first payment to the Studio, the User gets access to the functionality of the Software. The functionality of the Software allows to generate logos based on the data provided by the User on the Account Page, make changes to the logos within the functionality of the Program, and download the Archives created based on the logos selected by the User to the User's computer.
2. The use of the functionality of the Software for generating logos is available to the User within the limits of the Tariff, after the exhaustion of which the access is limited to the viewing mode with the User unable to generate logos. Downloading the Archives for the previously generated logos is permitted within the limits of the Tariff.
3. The User agrees not to copy, modify, reverse-engineer or otherwise modify the Software. The User is not permitted to transfer access to their Account Page to third parties. In the event that any of these violations is recorded by the Studio, the level of functionality of the Program shall be limited to the viewing mode for the User, and the cost of the prepaid Tariff shall be withheld as a penalty for violating the terms of the offer.
4. By paying for the Tariff, the User consents to receiving newsletters from

the Studio at the email address used to register the account. The User may opt out of receiving letters at any time by sending a request to [ironov-support@artlebedev.com](mailto:ironov-support@artlebedev.com).

5. The current version of these terms is publicly available at <https://ironov.artlebedev.com/offer/en/>. The terms can be changed by the Studio unilaterally without notifying the User. The current version of the terms becomes mandatory from the moment of its publication, with the User learning about any change in the terms on their own.

## **Processing personal data**

1. This policy is intended to inform you about our actions regarding the collection, processing, and protection of your personal data for the stated purposes of processing personal data on the website <https://ironov.artlebedev.com/> (hereinafter referred to as the “Site”).
2. By registering on the Site, you agree to the processing of the following data (until your account is deleted): — Phone number; — email address; — actions on the Site.
3. If you authorize through third-party services, we only receive the data that you provided to these services.
4. Without your permission, we will not transfer the received data to anyone else (except if law enforcement agencies request them officially). The information will be securely stored on Russian servers.
5. The specified data is necessary for us: — to provide you with access to your personal account; — to provide Site functionality; — to improve the Site’s functionality; — to send advertising messages.
6. We do not process the personal data of minors. If you think otherwise, please send us a request by email.
7. You have the following rights when processing personal data: — the right to access personal data; — the right to correct personal data; — the right to block and delete personal data; — the right to challenge our actions or inaction; — the right to challenge decisions made solely on the basis of automated processing of personal data; — the right to withdraw

consent.

8. If you have agreed to our terms and later changed your mind, please write to technical support at [ironov-support@artlebedev.com](mailto:ironov-support@artlebedev.com). Within a maximum of 48 hours, all information will be deleted, there will be nothing to process, and your account will be deleted.
9. Cookie files are one of the technologies that we use for automatic data collection and improving the quality of services provided. A cookie is a small text file that is stored on a device (computer, tablet, smartphone, etc.) and contains information about your online activity.
10. The data processing policy is publicly available at <https://ironov.artlebedev.com/privacy>. We may change it unilaterally without notifying you additionally. You can find out about changes to the policy yourself

## **Terms of payment**

1. The use of the Program becomes available to the User upon purchase and payment to the Studio according to one of the tariffs.

“Lite” \$160

- 1 project
- 300 unique logo options with high-resolution logo images
- 2 archives with high-resolution logo images and a scalable file for editing

“Business” \$239

- 2 project
- 999 unique logo options
- 4 archives with high-resolution logo images and a scalable file for editing
- Experiment mode

“Pro” \$299

- 3 projects
- 3000 unique logo options

- 10 archives with high-resolution logo images and a scalable file for editing
- Branded pattern
- Experiment mode
- Social media covers
- Logo editor

“Premium” \$519

- 7 projects
- Unlimited unique logo options
- 25 archives with high-resolution logo images and a scalable file for editing
- Branded pattern
- Experiment mode
- Social media covers
- Logo editor
- Colour palette for printing
- Tag’s fine tuning

2. The moment of payment is the moment when funds are credited to the Studio’s account.
3. The Studio has the right, without notifying the User and unilaterally, to change the cost of the Tariff by posting a message notifying Users of the change at [ironov.artlebedev.com](http://ironov.artlebedev.com).
4. In the event that the User does not use the Software functionality before the limit of the Tariff is exhausted, the cost shall not be recalculated, given that the Tariff is the minimum functional element of the Software and is considered provided in full from the moment that the first logos are generated within the Tariff.
5. VISA, MasterCard, MIR cards are all accepted payment methods.
6. Payments made by bank cards in USD and EUR, as well as by other means, are made through Stripe.
7. The online payment service is provided in accordance with the rules of international payment systems Visa and Mastercard and the Mir

payment system on the principles of confidentiality and security of payment. Bank card data is entered on a secure page.

8. You will need to enter bank card details on the page, including card number, cardholder name, card expiration date, three-digit security code (CVV2 for Visa, CVC2 for MasterCard and the Additional Identification Code for Mir). All data required is printed on the card itself.
9. After entering the data, the user will be redirected to the bank's page to enter a security code from a text message. If you fail to receive a security code, contact the bank that issued your card.
10. Causes of refused payments:
  - the bank card does not support online payments;
  - insufficient bank card account balance;
  - incorrect card details entered;
  - bank card expired.
11. If you have any questions related to making payments using bank cards or other questions about the website, send us an email: [ironov-support@artlebedev.com](mailto:ironov-support@artlebedev.com).

## **Intellectual property**

1. The copyright holder of the Software is Art. Lebedev Studio, in whose interests the Studio operates. The Studio does not transfer to the User exclusive rights in relation to the Software, including through the transfer of a license; alienation, assignment or waiver of rights, as well as in relation to other materials that are the subject of intellectual property rights that are not mentioned in the offer.
2. The rights to the elements of identity generated by the User with the Software are granted to the User under an exclusive license for the entire term of protection of the exclusive rights and for the entire world from the moment they are displayed on the User's Account Page.
3. Under the exclusive license granted, the User may:
  - reproduce the logos by applying them to any tangible media

- or by posting them on the Internet;
  - distribute the logos free of charge;
  - publicly display the logos;
  - broadcast the logos;
  - communicate the logos by cable;
  - make the logos available to the public.
4. The User may not transfer the rights to the logos created with the Software under sublicense agreements to third parties without the written consent of the Studio.
  5. The studio is entitled to use identity elements the rights to which have been transferred to the User for non-commercial purposes, as well as the data provided by the User for the account, including, but not limited to, making public, reproducing, coping, selecting, organizing, publishing, distributing (partially or in full), including on the website [artlebedev.com](http://artlebedev.com) for the purpose of releasing information on the functionality of the Software, without paying the associated fees to the User.
  6. When using the Identity Elements generated by the Software, the User is permitted to indicate the name of the software “Nikolay Ironov,” but is not permitted to refer to these elements as being created at Art. Lebedev Studio, or to use any identification of Art. Lebedev Studio.
  7. Studio’s Typefaces are only allowed to be used as part of a logo, provided that this configuration is generated by the Software. If the User wishes to use the Studio’s Typefaces without the logo as an element of a corporate identity, they must purchase the appropriate license at [store.artlebedev.com/type](http://store.artlebedev.com/type).

## **Liability**

1. The software is provided “as is,” “with all faults” and “based on the available possibilities”.
2. The Studio does not directly or indirectly guarantee to the User error-free and uninterrupted operation of the Software or its individual functions and components, and does not guarantee compliance with the specific goals and expectations of the User.

3. The Studio does not guarantee that the generated identity elements will comply with the ethical, artistic and/or any other requirements of the User relating to these materials.
4. The Studio does not guarantee the User that the use of the generated identity elements by the User will not violate the intellectual rights of third parties. The Studio guarantees compliance with the copyright of the creators of the Software.
5. Elements of identity are generated by the Software through a defined set of functions, and, therefore, the proposed options for graphic solutions may coincide with the solutions offered to other users. The aforementioned solutions will not be unique and completely original without the creative contribution of the User, in connection with which the latter assumes the risks associated with the use of the identity elements generated by the Software.
6. The Studio does not guarantee the User commercial value and (or) protectability of the generated identity elements, nor does it guarantee the possibility of the free use of these identity elements as a means of identification for the User.
7. The Studio is not responsible for any direct or indirect damage arising in connection with the use of the Software and (or) Identity Elements generated with the Software by the User, and does not compensate for any losses incurred in connection with the use of the Software and (or) identity elements generated by the Software.
8. The Studio does not guarantee the safety of the User's materials on the Studio's servers if more than 6 (six) months have passed since the last payment for the Tariff.
9. In the event it is discovered that the User is using elements of the identity in ways not directly allowed by the terms of the offer, the Studio has the right to demand a fine of USD 2000 (two thousand dollars and zero cents) for each fact of unlicensed use.

## **Final provisions**

1. The terms of the offer come into effect from the date of its acceptance and



are valid for the entire period of the protection of exclusive rights for the elements of identity generated by the User with the Software.

2. To work with the functionality of the Software, the Studio does not request personal data from the User. If the User, on their own initiative, inputs personal data on their Account Page, they may send a message to the Studio at [ironov-support@artlebedev.com](mailto:ironov-support@artlebedev.com), indicating the Account ID and their request to delete the personal data. The Studio shall fulfill the request within 2 (two) business days.
3. The User has the right to terminate this agreement by sending a request to [ironov-support@artlebedev.com](mailto:ironov-support@artlebedev.com). The agreement shall be considered terminated after 14 (fourteen) days from the date that the request is sent by the User.
4. This Agreement may be terminated by agreement of the Parties. In this case, the studio refunds to the User the price of the Tariff in proportion to the unused amount of generations if no more than 14 (fourteen) days have passed since the purchase; the User is not granted exclusive rights to use in any way the identity elements generated by the Software. If the User has already downloaded the archive to their computer, the price of the Tariff will not be refunded. The fact of the refund of the full price of the Tariff by the studio is tantamount to the Parties entering into a termination agreement, therefore a written agreement is not required, and the User's access to the identity elements is terminated.
5. The personal information you provide (name, address, phone number, email address, bank card number) is confidential and will not be shared with third parties. Your card information is transmitted only in encrypted form and will not be stored on our web server.