NEXLER word and figurative mark and product graphics

Usage Regulations

- 1. "NEXLER" Sp. z o.o. with the office registered in Gdynia, ul. Łużycka 2, 81-537 Gdynia, entered into the Register of Entrepreneurs of the National Court Register by the Gdańsk-Północ District Court in Gdańsk, VIII Commercial Division of the National Court Register under no. 0000063616, with share capital of 7 772 500,00 zł, Tax Number (NIP) 586-20-73-821, REGON number 191528483, BDO register number: 000009205 (later referred to as: "NEXLER") is the owner of the word and figurative mark "NEXLER" (later reffered to as "logotype"), NEXLER company markings and product graphics available at: www.nexler.com (later referred to as: "product graphics").
- 2. NEXLER declares that it holds all intellectual property rights (including copyright and related rights, industrial property rights, including in particular trademark protection rights, industrial design registration law) to the logotype, NEXLER company markings and product graphics.
- 3. The logotype, NEXLER company markings and product graphics can be downloaded and used by NEXLER's partners and clients solely for promotional, information and sales purposes related to NEXLER's products and by other entities, solely for the abovementioned purpose.
- 4. NEXLER agrees for its logotype, company marking and product graphics to be used by the entities described in sec. 3 above in order to promote and sell NEXLER's products in the following fields of use:
 - all recording, multiplying (including downloading to a computer or any other device's data storage) and producing copies by any technique in any system of format and on any media, in an unlimited number of broadcasts and volumes;
 - any distribution of copies produced in accordance with point a) in an unlimited number of broadcasts and volumes;
 - any other dissemination, including any broadcasting and rebroadcasting, including by means of vision or audio,
 - any form of public sharing in a way that allows anybody to access it at a time and place chosen by them,
 - the right to be used for marketing purposes,
 - for archiving purposes.
- 5. The use, disclosure or duplication by entities mentioned in sec. 3 above of the information that is the property of NEXLER does not constitute a basis for transferring to this entity the title to any patent, design, copyright or other types of intellectual property characterizing such information.
- 6. The logotype and other company markings of NEXLER can be used, among others:
- on posters, roll-ups, billboards and other promotional materials;
- in all publications (opinions, brochures, newsletters, leaflets);

- on diplomas and certificates/attestations issued by the entities referred to in sec. 3 above;
- on websites and in audiovisual media there should be a link to the website: www.nexler.com;
- during promotional events organized by the entity referred to in paragraph 3.
- 7. NEXLER is entitled to withdraw the consent specified in sec. 4 above at any time. For this purpose, NEXLER shall inform the entity referred to in sec. 3, in writing to the current address indicated in the Central Registration and Information on Economic Activity, in the National Court Register or in another register.
- 8. The logotype, company markings and product graphics of NEXLER must be used in such a way that does not allow for them to be distorted. In particular it is forbidden to remove or add any word or figurative elements.
- 9. The size of the logotype is not stipulated, however, the proportions of its individual elements must be kept the same.
- 10. The colors and fonts of the logotype and product graphics must be used in accordance with the materials on the website: www.nexler.com
- 11. The logotype and company markings of NEXLER may not be used as a part of any other logotype.
- 12. The logotype may be placed next to other graphic symbols, provided that the space between the symbols is at least 20 pixels.
- 13. The logo, company markings or product graphics of NEXLER may not be used in publications and websites, the content of which discredits NEXLER or its products, violates its intellectual property or other rights or is against the law.
- 14. Any entity intending to use the logo, company markings or product graphics of NEXLER is obliged to read these Regulations and accept them.
- 15. NEXLER reserves the rights to control the entitites in terms of how the logotype, company markings and product graphics of NEXLER are used, and the right to take legal action againts the entitites that act in violation of these Regulations and/or in violation of generally applicable laws.
- 16. NEXLER reserves the right to amend these Regulations. The amended Regulations apply from the moment of its publication on the website: www.nexler.com.