

TYPE.WELTKERN® Font Software EULA



Font Software End User License Agreement (EULA) between the Parties: you (the Licensee) and TYPE.WELTKERN® (the Supplier)

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A OWNERSHIP OF PRODUCT AND COPYRIGHT

- A1** The digital files downloaded to your computer contain font softwares. You agree that the font softwares are owned by the Supplier, and their structure, organization and code are the valuable trade secrets of the Supplier.
- A2** The intellectual property of the design contained in the font softwares is owned by the Supplier.
- A3** You have purchased a non-exclusive, non-refundable license which grants you certain rights to use the font softwares. It is not an agreement for sale of the font software, of its design or any portion of it.
- A4** Except for your rights to use the font softwares granted by this license, all other rights are owned and retained by the Supplier.

B GENERAL LAWFUL USE OF PRODUCT

- B1** When purchasing any font software from the Supplier and upon full payment of the agreed-upon usage fee, you obtain a license to install the font software on the number of computers specified in your order. These computers have to belong to the Licensee. They can be connected to, and the font software used with, any number of output devices belonging to the Licensee, such as printers for example. The font software may be downloaded to the memory (hard disk or RAM) of output devices belonging to the Licensee for the purpose of having such font software remain resident in the output device. Each device containing the font software counts as one computer.
- B2** You are not authorized to sublicense, sell, lend or lease the font software. Exceptions apply, as described under F. Providing the font files to third parties and G. Providing the font files on behalf of a client.
- B3** You may not convert, modify or rename the original font software under any circumstance.
- B4** You may not open the original font software in an editing software in order to reveal its structure, organization or code.
- B5** You may not use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface.
- B6** You may not modify the design of the characters contained in the font software, even if converted to outlines with the help of an editing or design software.
- B7** In the event that permission is given to you for a modification or a custom version of the typeface, any and all modifications and additions shall become and shall remain the sole and exclusive property of the Supplier.

C SELF-HOSTING AND EMBEDDING: SPECIFIC LAWFUL USE OF PRODUCT

- C1** With any purchase of a font software you get the right to embed it on an unlimited number of websites, mobile apps, electronic publications and to use it for broadcasting under the conditions mentioned below:
- C2** Anyone having the font software on his computer in order to use it for a website, mobile app, electronic publication or broadcasting have to possess a license of it. Exceptions apply as described under F. Providing the fonts to third parties.
- C3** You are entitled to embed the licensed font software in a secured read-only mode, subject to the following restrictions: you shall secure embedded documents against unauthorized use by any third party.
- C4** You are not authorized to embed the licensed font software for the purpose of allowing third parties to create new documents or designs.
- C5** Any embedding not described here is prohibited. The Supplier may include additional authorized embedding in the future.
- ### WEB
- C6** Only the original webfont files delivered after having registered your website in your client account can be used as webfonts.
- C7** Self-hosting is only authorized for the website's domain name(s) registered in your

client account and stipulated in your order documents stored on the Supplier's website.

- C8** The fonts have to be stored on the same server as the other softwares and assets associated with the licensed domains.
- C9** Technologies other than @font-face are not allowed.
- C10** The use of third party font hosting services is strictly prohibited.

MOBILE APPS

C11 You can embed the font software in apps running on iOS, Android and Windows Mobile operating systems. More operating systems may be added in the future.

C12 Only the OTF (.otf) files delivered with your order can be used in your mobile app(s).

ELECTRONIC PUBLICATIONS

C13 You can embed the fonts in Portable Document Format (.pdf), EPUB (.epub), iBook (.ibooks) and Kindle (.azw, .k8) documents. More formats may be added in the future.

C14 Only the OTF files (.otf) delivered with your order can be used in your electronic document(s).

BROADCASTING

C15 Broadcasting is authorized as long as the number of computers and output devices used (see B1) stipulated in the order is respected (including those accessible via a server).

D COMPATIBILITY AND USAGE

- D1** The Supplier provides OpenType (.otf) desktop font formats. TrueType (.ttf) desktop files are available upon request.
- D2** Only WOFF (.woff), WOFF2 (.woff2) and TTF (.ttf) font files are included in all webfont packages.
- D3** The Supplier guarantees that the font softwares downloaded from its website are valid fonts, installable and printable.
- D4** OpenType layout features are tested independently from any application.
- D5** It's a matter of the systems, softwares versions or browsers whether they support OpenType fonts and features: please refer to your system/software/browser documentation.

E TRIALS/STUDENTS/NGO

- E1** A trial license entitles users to test the font softwares for free in order to create test documents, test visuals, test web pages for the sole purpose of evaluating, testing and presenting to clients or any other interested parties.
- E2** Any further internal, external, commercial or public use is strictly prohibited.
- E3** Trial fonts, may they be full or subsetted versions, are protected by the same EULA like their commercial Font Software counterpart.
- E4** Students may use the font softwares for free in the scope of their studies for educational purposes only. A proof of enrollment, studies' certificate or student ID is needed for such use. After their studies, students must purchase a regular license in order to continue using the font softwares in any personal or commercial project.
- E5** Schools, NGO and charities may receive a discount or a special offer, on a case by case basis. They may contact the Supplier directly.

F PROVIDING THE FONT FILES TO THIRD PARTIES

- F1** You may, for a defined time period, provide a copy of the font software you have used for a particular file to a commercial printer, a service bureau or other pre-press facility in the scope of a defined project, only in order to prepare for printing and print your documents.
- F2** You may, for a defined time period, provide a copy of the font software you have used for a design to the company coding the website or the mobile application in the scope of a defined project, only in order to implement the font software into the website or the mobile application.
- F3** Any design and/or editorial work is excluded from this particular agreement. Your personal license is not transferred to the company or people in question and the font software may be used exclusively in order to accomplish the work specified in the contract between you and the company. Once the job completed, the font software shall be deleted from the company's computers.
- F4** When providing a copy of the font software, you must give a full copy of this EULA to the third party and inform them of the terms and conditions of this particular chapter.

G BUYING THE FONT FILES ON BEHALF OF A CLIENT

- G1** You are allowed to buy font softwares from the Supplier on behalf of your client under the conditions mentioned below:
- G2** Your client must be registered as the Licensee during the checkout process.
- G3** You have to provide your client with a

copy of the EULA. The EULA has to be accepted by your client.

G4 You have to provide your client with the original invoice related to the purchase. It can be found in your client account.

G5 You are not authorized to invoice our font software to your client at another price as the one displayed on our website.

G6 We are not bound to communicate with your client: in case of communication needed, you stay the interlocutor.

H STANDARD USER LICENSE / MULTI-USER LICENSE

H1 In the event that extensions to the restrictions mentioned above become necessary, the Licensee must purchase additional licenses or contact the Supplier directly.

H2 The Licensee may install the font software on a single file server for use on a single Local Area Network (LAN) only when the use of such font software is limited to the workstations and printers that are part of the licensed unit of which the server is part. Each workstation connected to the LAN counts as one computer from the total allowed amount stipulated in your order.

H3 The font software may NOT be installed or used on a server that can be accessed via the Internet, via another external network system (a system other than LAN) or by workstations which are not part of a licensed unit. For embedding in website, see C6 – C10.

I WARRANTY AND LIABILITY

LIMITED WARRANTY

For a period of thirty (30) days after delivery, the Supplier warrants that the font software will perform in accordance with the specifications published on its website. Your exclusive remedy and the sole liability of the Supplier in connection with this warranty is repair or replacement of its defective parts. The warranty does not apply to any font software converted, manipulated or modified by the user.

INTELLECTUAL PROPERTY WARRANTY

The Supplier warrants that it has all of the rights necessary to enter into this agreement and that the font software does not breach the intellectual property rights of any third party.

DISCLAIMER OF WARRANTIES

Except for the limited warranties set forth in clause I1, the Supplier makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. The Supplier does not warrant the performance and result you may obtain by using the font software and accept no liability thereto.

LIMITATION OF LIABILITY

In no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages including any lost profits, lost data or lost savings.

J MISCELLANEOUS

J1 This agreement shall automatically be terminated upon failure by you to comply with its terms. If any part of the EULA is found void and unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms. This EULA will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The Licensee agrees that this EULA will be governed by the laws of Switzerland.

J2 The EULA has been written in the English language, and the parties agree that the English version will govern.

J3 For the exclusive purpose of data backup, additional copies of the font software can be made. The Licensee guarantees that he will retain exclusive custody and control over such copies. Upon termination of this agreement, you must delete all copies of the font softwares in your possession. A proof may be requested by the Supplier.

J4 The use of the font softwares in any racist, homophobic, transphobic or sexist context is prohibited.

J5 The Supplier expressly reserves the right to amend or modify its EULA at any time and without prior notification.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT.

TYPE.WELTKERN® (S)(M)(L)(XL) Font Software EULA

In short:*

● This is a contract between you, the user, and TYPE.WELTKERN®. By using, downloading, installing or purchasing our fonts, you agree to be bound by this EULA.

● We own the intellectual property of the design contained in the font softwares.

● You don't own the fonts or its design, you just get certain rights to use them in specific conditions.

● Licenses are non-exclusive and non-refundable.

● You can install the font softwares on the number of computers specified in your order.

● You may not sublicense, sell, lend, lease, convert, modify, rename or open the font software. You may not create a custom version of the font.

● We provide OTF desktop fonts and TTF, WOFF and WOFF2 web-fonts.

● We offer free full trials for testing and presentation purposes, under the same EULA.

● Students can use the fonts for free in the scope of their studies.

● Schools, NGO and charities may receive a discount or a special offer upon request.

● You can provide fonts to your printer or developer only for your project's needs.

● You can easily buy fonts on behalf of your client directly on our website.

● Whenever sending fonts to third parties, you must forward the EULA and its conditions must be understood by both parties.

● You can't invoice our fonts to another price than ours.

● Upgrading your license can be requested at any time.

● For a period of 30 days after delivery, we warrant that the fonts will perform well. If there's any problem, we will try to solve it A\$AP.

● The EULA will be governed by the laws of Switzerland.

● The use of the fonts in any racist, homophobic, transphobic or sexist context is prohibited.

● We expressly reserve the right to amend or modify this EULA at any time.

● We provide everything in good faith and trust you to not breach purposefully any of the conditions of the EULA.

● If you fail to comply to the EULA, it will be automatically terminated.

*This is a friendly summary of our EULA in order for you to understand its most important points. For details, please refer to our Font Software EULA.

type.weltkern.com
type@weltkern.com
@type.weltkern

TYPE.WELTKERN® HQ
Rue du Grand-Pont 1
1350 Orbe, Switzerland