

DEFINITION:

- 1 When you purchase an 'App-Font', you are purchasing the right to use that 'Font' under a particular set of conditions. This End User Licence Agreement 'EULA' defines this conditions. The 'EULA' is a legally binding contract between 'you' and 'Luzi Type'. This agreement supersedes any prior agreements and negotiations, whether written or orally.
- 2 'Luzi Type' is the Type Foundry of Luzi Gantenbein, located in Fläsch, Switzerland.
- 3 'You', 'your Organisation', 'Licence Holder' or 'End User' are defined as a customer who has made a purchase.
- 4 'App-Font' or 'Font' is defined as the design of the Font and the Software that produces a typeface design.
- 5 'Application' or 'App' are applications able to function and run on one of the following operating system platforms: Android, Apple OS X, Apple iOS, Microsoft Windows and Ubuntu. This agreement covers all versions of the above mentioned operating systems if they support the provided font files. The list of supported operating systems can change, depending on technological progress, and at the discretion of Luzi Type.
- 6 'Purchase Receipt' means the document you receive via email as confirmation for the purchased font, this as well includes the invoice.

GENERAL TERMS:

- 1 Any and all rights not expressly granted in this agreement are reserved to Luzi Type.
- 2 You agree that Luzi Type owns all rights, including (without limitation) intellectual property rights, and title in and to the App-Font and all trademarks, registered and unregistered which are used in or in relation to the App-Font.
- 3 Luzi Type agrees to grant you to use the App-Font on the terms of this agreement. The cost of this non-exclusive licence is a one-time payment; there are no recurring payments. This licence is valid without temporal limitation and allows you to use the App-Font worldwide.
- 4 When purchasing an App-Font, you effectively become a Licence Holder not an owner of the App-Font.
- 5 This licence can only be used in your Organisation, across all your business locations. This licence cannot be shared, transferred, lend or sold to another third-party including: your clients and self-employed parties who are working for you but not at your business location. Self-employed third parties working at one of your business locations on your devices count as a part of your organisation.
- 6 You agree to take reasonable measures to protect App-Fonts from access and use by unlicensed third-parties. If you discover or are aware of any unauthorised access by an unlicensed third party, you guarantee to inform Luzi Type as soon as possible.

- 7 In case of a breach of this agreement, has Luzi Type the right to terminate your licence and your right to use the App-Font. You agree to immediately terminate using and delete the fonts and certify that no copy remains in your possession or control.
- 8 The warranty period is 60 days after the receipt of the App-Font. During that period Luzi Type will try everything possible to solve problems. In case this is still insufficient for you, we will refund the purchase price and, your licence will expire. We do only refund if it is a technical problem. Luzi Type is not liable for any direct or indirect damages or consequential damages. The agreement is governed by and construed in accordance with Swiss law. The courts of Chur, Switzerland shall have exclusive jurisdiction.
- 9 Inquiries can be sent to Luzi Type via email at info@luzi-type.ch, our Website is www.luzi-type.ch

PERMITTED USES:

- 1 An App-Font can be used for styling text in your Application. Giving the ability for a user to edit text with an App-Font is not permitted if the result is a new editable document. You cannot use App-Fonts as a tool or resource for third parties to create personalised editable documents, such does a text-editor. In case you like to use Fonts for such purposes, please contact us to discuss.
- 2 One licence covers a singel App that are functionally equivalent across multiple operating systems.
- 3 There are no App download and distribution limitations with this App-Licence.
- 4 You are allowed to make back-ups of the App-Fonts. You must keep this backup copy secure so that no third party has access to it.

RESTRICTIONS:

- 1 Under no circumstances can App-Font-files (Software) be converted, modified, adapted, translated, reverse engineered, including opening in font editors or converters.
- 2 The use of App-Fonts on a desktop, laptop, workstation computer or for any uses not expressly permitted herein is prohibited. This includes, but is not limited to, the installation of App-Fonts on computers, using fonts in Adobe Applications such as InDesign or Illustrator.
- 3 Using App-Fonts online on websites with the CSS rule @Font-face, Cufòn, or other forms of Desktop-Font linking, regardless of format, are strictly prohibited under this Agreement. If you like to use Fonts online on Websites, you have to purchase our Web-Licence.