

DEFINITION:

- 1 When you purchase a 'Desktop-Font', you are purchasing the right to use that 'Desktop-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 'Desktop-Font' or 'Font' is defined as the design of the Font and the Software that produces a typeface design.
- 5 'Purchase Receipt' means the document you receive via email as confirmation for the purchased Desktop-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 Desktop-Fonts and all trademarks, registered and unregistered which are used in or in relation to the Desktop-Fonts.
- 3 Luzi Type agrees to grant you to use the Desktop-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 Desktop-Font worldwide.
- 4 When purchasing a Desktop-Font, you effectively become a Licence Holder not an owner of the Desktop-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 Desktop-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 Desktop-Font. You agree to immediately terminate using and delete the Desktop-Fonts and certify that no copy remains in your possession or control.
- 8 The warranty period is 60 days after the receipt of the Desktop-Fonts. 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 Desktop-Fonts can be used on the number of computing devices identified on your Purchase Receipt. Every computer which has direct access to the Desktop-Font does count as a device which needs a licence. If the number of computers (devices) are higher after purchasing you have to buy a licence upgrade, (feel free to contact us).
- 2 Authorised uses of the Desktop-Fonts include: the production of books, posters, newspapers, logotypes, packaging, three-dimensional objects, images for print and web and the uses in videos with a small-scale audience. Further, you can embed Desktop-Fonts in ePub publications.
- 3 You can embed Desktop-Fonts into PDFs, EPS or ePub as long the documents are not editable.
- 4 You are allowed to pass Desktop-Fonts to a printer or service bureau. After the production, the printer or service bureau must delete all copies of the Desktop-Fonts, and you agree to take reasonable steps to ensure this happens.
- 5 You may convert Desktop-Fonts into outline paths or pixels (for example in Adobe Illustrator) and create outline artworks based upon Desktop-Fonts.
- 6 You are allowed to make back-ups of the Desktop-Fonts. You must keep this backup copy secure so that no third party has access to it.

RESTRICTIONS:

- 1 Under no circumstances can a Desktop-Fonts-file (Software) be converted, modified, adapted, translated, reverse engineered, including opening in font editors or converters.
- 2 Using Desktop-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.
- 3 Broadcast Desktop-Fonts in large-scale via theatrical release film, television, or online with more than 100 thousand daily views, requires a broadcast-licence regarding the audience size, (feel free to contact us).
- 4 This licence expressly prohibits the embedding, inclusion, calling or linking of the Desktop-Fonts within software. This includes, but is not limited to, video games and mobile apps. If you like to use the Desktop-Fonts for such purposes, you have to purchase our App-Licence