

**DEFINITION:**

- 1 When you download a 'Trial-Font', you have the right to use that 'Trial-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 downloaded the Font.
- 4 'Trial-Font' or 'Font' is defined as the design of the Font and the Software that produces a typeface design.

**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 Trial-Fonts and all trademarks, registered and unregistered which are used in or in relation to the Trial-Fonts.
- 3 Luzi Type agrees to grant you to use the Trial-Font on the terms of this agreement. This non-exclusive licence is valid without temporal limitation and allows you to use the Trial-Font worldwide.
- 4 When downloading a Trial-Font, you effectively become a Licence Holder not an owner of the Trial-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 In case of a breach of this agreement, has Luzi Type the right to terminate your licence and your right to use the Trial-Font. You agree to immediately terminate using and delete the Trial-Fonts and certify that no copy remains in your possession or control.
- 7 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.
- 8 Inquiries can be sent to Luzi Type via email at [info@luzi-type.ch](mailto:info@luzi-type.ch), our Website is [www.luzi-type.ch](http://www.luzi-type.ch)

**PERMITTED USES:**

- 1 Trial-Fonts can be installed and used on computers.
- 2 Trial licences allow only the use of font for testing. If you want to use the font in any other way, except testing in your Organisation, you have to buy a licence (full version).
- 3 You can embed Trial-Fonts into PDFs, EPS or ePub as long the documents are not editable and not publicly shown or available.
- 4 You are allowed to make back-ups of the Trial-Fonts. You must keep this backup copy secure so that no third party has access to it.

**RESTRICTIONS:**

- 1 The use of the Trial-Fonts in any final files for any commercial or public project is prohibited. This includes, but is not limited to displaying work publicly for example on portfolio websites. This also counts when Trial-Fonts are converted to outline and use for example to create logotypes which are shown publicly.
- 2 Under no circumstances can a Trial-Fonts-files (Software) be converted, modified, adapted, translated, reverse engineered, including opening in font editors or converters.
- 3 Using Trial-Fonts online on websites with the CSS rule `@Font-face`, `Cufòn`, or other forms of Trial-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
- 4 This licence expressly prohibits the embedding, inclusion, calling or linking of the Trial-Fonts within software. This includes, but is not limited to, video games and mobile apps. If you like to use the Trial-Fonts for such purposes, you have to purchase our App-Licence.