

**DEFINITION:**

- 1 When you purchase a 'Web-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 'Web-Font' or 'Font' is defined as the design of the Font and the Software that produces a typeface design.
- 5 'Website' is defined as a collection of related web pages organised under a single domain and can contain sub-domains (for example www.sub.domain.com.)
- 6 'Purchase Receipt' means the document you receive via email as confirmation for the purchased font, this as well includes the invoice.
- 8 The warranty period is 60 days after the receipt of the Web-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.

**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 Web-Font and all trademarks, registered and unregistered which are used in or in relation to the Web-Font.
- 3 Luzi Type agrees to grant you to use the Web-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 Web-Font worldwide.
- 4 When purchasing a Web-Font, you effectively become a Licence Holder not an owner of the Web-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. You can use Web-Fonts in a non-public development environment controlled by your Organisation. This development environment can only be used for developing your website.
- 6 You agree to take reasonable measures to protect Web-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 Web-Font. You agree to immediately terminate using and delete the fonts and certify that no copy remains in your possession or control.

- 9 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 A Web-Font can be used for styling text on your website via the CSS @font-face embedding technique. The Web-Font is placed on your server owned by your Organisation (self-hosting).
- 2 If your website produces documents, you have to buy an additional Desktop Licence. Permitted output files of your website are limited to the following formats: JPG, PNG, GIF, non-editable SVG and non-editable PDF.
- 3 This licence grants you the use of a Web-Font for one single domain. You are allowed to switch domains if the domains belong to your Organisation. Transfer of this licence to a third party is not permitted.
- 4 You can use Web-Font up to the monthly page views stated on your Purchase Receipt. The abbreviation 'k' stands for Thousand, the 'm' stands for Million. A single page view is one request for displaying a page of your website. If the maximum number of allowed monthly page views is exceeded for three consecutive months, you must buy an upgrade of your license (feel free to contact us).
- 5 You are allowed to make back-ups of the Web-Fonts. You must keep this backup copy secure so that no third party has access to it.

**RESTRICTIONS:**

- 1 Under no circumstances can a Web-Font-file (Software) be converted, modified, adapted, translated, reverse engineered, including opening in font editors or converters.
- 2 The use of Web-Font on a laptop or workstation computer, or for any uses not expressly permitted herein is prohibited. This includes, but is not limited to, the installation of Web-Font on computers, using fonts in Adobe Applications such as InDesign or Illustrator.
- 3 The hosting or serving of the Web Fonts by any third party service, for example: TypeKit, is strictly prohibited.
- 4 This licence expressly prohibits the embedding, inclusion, calling or linking of the Web-Font within a software. This includes, but is not limited to, video games and mobile apps. If you like to use the fonts for such purposes, you have to purchase our App-Licence.