

Definition:

- 1 End User License Agreement 'EULA' is a legally binding contract between 'YOU' and 'LUZI TYPE'.
- 2 'LUZI TYPE' is the Type Foundry of Luzi Gantenbein, located in Fläsch, Switzerland.
- 3 'YOU', 'YOUR ORGANISATION', 'LICENSE HOLDER' and the 'END USER' are defined as a customer who has made a purchase.
- 4 'Font' and 'typeface' is defined as the designs of the Fonts and the Software that produces a typeface design(s).
- 5 YOU agree that LUZI TYPE owns all rights, including (without limitation) intellectual property rights, and title in and to the Fonts and all trademarks, registered and unregistered which are used in or in relation to the Fonts.

General Terms:

- 1 Any and all rights not expressly granted in this agreement are reserved to LUZI TYPE.
- 2 When purchasing a font YOU effectively become a LICENSE HOLDER not an owner of the font.
- 3 A license can only be used in YOUR ORGANISATION, it can not be lend, distribute or sell to another organisation.
If YOU purchase a license to design for a client: that is a license for YOUR ORGANISATION. In case YOUR client does need the font-file to produce output themselves (f.e in MS Word) they need to purchase their own license.
- 4 YOU agree to use reasonable measures to protect fonts from access and use by unlicensed third-parties.
- 5 Any modification or converting of font-file (font-software) in any way is prohibited.
- 6 All licenses are valid without temporal limitation.
- 7 Broadcast fonts in large-scale via theatrical release film, television, or online with more than 300 thousand daily views, requires a broadcast-licenses regarding the audience size, (feel free to contact us).
- 8 In case of a breach of this agreement, LUZI TYPE has the right to terminate YOUR licence and YOUR right to use the font.
- 9 The warranty period is 60 days after the receipt of the goods. During that period will LUZI TYPE try everything possible to solve problems. In case this is still insufficient for YOU, we will refund the purchase price and YOU'RE licences expires.
We do only refund if it is a technical problem. LUZI TYPE is not liable for any direct or indirect damages or consequential damages. This license agreement is subject to the law of Switzerland.

Desktop-License:

- 1 The Desktop-License grants YOU the right to install a typeface on computers.
- 2 The amount of computers YOU can install and or use Desktop-Fonts, depends on the amount of licenses purchased.
If the number of computers (devices) are higher after purchasing YOU have to buy a license upgrade (feel free to contact us).
- 3 Using a Desktop-Font with the CSS rule @font-face, or other forms of font linking or embedding (except PDF) are prohibited. YOU are allowed to use the Desktop-Font as pixel image online.
- 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 fonts into paths or pixels (f.e in Illustrator) and create outline artworks based upon Desktop-Fonts.

Web-License:

- 1 The Web-License grants YOU the right to use a font online for one domain (incl. Sub-Domains).
- 2 YOU can use Web-Fonts up to the monthly page views regarding YOUR purchase. The abbreviation 'k' stands for Thousand, the 'm' stands for Million. A page view is one request for seeing a website. YOU have to upgrade your license if the sum of monthly page views are higher than the amount regarding YOUR purchase (feel free to contact us).
- 3 LUZI TYPE only allows the use of Web-Fonts via @fontface and Self-hosting on a non public server.
- 4 YOU are allowed to pass Web-Fonts to a web-developer. After the production, the web-developer must delete all copies of the Web-Fonts and YOU agree to take reasonable steps to ensure this happens.
- 5 The use of Web-Fonts on a desktop, laptop, workstation computer, or for any uses not expressly permitted herein is prohibited.

App-License:

- 1 The App-License grants YOU the right to embed a typeface dynamically into one application (or e-book).
- 2 One App-licence covers a single App that are functionally uniform across multiple mobile or desktop operating systems.
- 3 YOU are allowed to pass App-Fonts to a app-developer. After the production, the app-developer must delete all copies of the App-Fonts and YOU agree to take reasonable steps to ensure this happens.
- 4 The use of App-Font on a desktop, workstation computer, website or for any uses not expressly permitted herein is prohibited.

Trial-License:

- 1 Trial versions are made for testing. If YOU want to use the font in any other way, except testing in YOUR ORGANISATION, YOU have to buy a full version. The use of the trial-fonts in any final files for any commercial or public project is permitted.