

I. DEFINITIONS

1. 'End User Licence Agreement' (EULA): By purchasing a Desktop-Font, you receive the right to use the Desktop-Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of Desktop-Font. The licence entitles you to use that Font under the conditions defined in the present EULA. The present EULA is a legally binding contract between you and 'Luzi Type'. It supersedes any prior agreements and negotiations, whether written or verbal.

2. 'Luzi Type' is the Individually owned company of Luzi Gantenbein, located in Bürglenstrasse 50, Bern, Switzerland.

3. 'You', 'your organisation', 'licensee' or 'End User' are defined as the 'Licence Holder'.

4. 'Desktop-Font', 'Font' or 'Fonts' is defined as the design of the Font and the Software that produces a typeface design.

5. 'Purchase Receipt' means the email you receive as a confirmation for the purchased Desktop-Font (including the downloadable PDF Receipt) and/or the issued invoice.

6. All Font purchases are final. Luzi Type cannot refund nor swap incorrect Font licence.

II. GENERAL TERMS

1. Luzi Type retains ownership in all intellectual property rights and/or holds the respective licences to perform its obligations under this agreement, including but not limited to copyrights in and to the Desktop-Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Desktop-Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the Desktop-Font have to be agreed between the parties. In the absence of a contrary regulation in the individual case, Luzi Type is the owner of all intellectual property rights of the customised software. A licence is granted to you on the terms of the present agreement. Any use not explicitly permitted in this agreement is strictly prohibited.

2. Luzi Type agrees to grant you a licence to use the Desktop-Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Desktop-Font worldwide as long as you respect the terms of the present agreement (see also clause II. 5.). The cost of the licence is a one-time payment; there are no recurring payments.

3. The granted licence is non-exclusive, non-transferable and non-sub-licensable. You expressly warrant that you purchase the licence for yourself or - duly authorised - for your organisation. Furthermore, you can order the licence for a client of yours (Licence Holder) if you guarantee (see also checkbox at the checkout page of our shop) that you have to transfer this agreement to your client and that your client accepts this agreement with all obligations. You are furthermore not allowed to lend, resell, lease or assign it to a third party. It may only be used in your organisation, under the present conditions, across all your business locations, but not by third-parties including your clients and self-employed parties 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.

4. You agree to take reasonable measures to protect Desktop-Fonts from access and use by non-authorized persons. If you discover or are aware of any unauthorised access by a non-authorized person third party, you guarantee to inform Luzi Type as soon as possible.

5. In case of a breach of this agreement (including but not limited to non-payment of the licence fee and/or in case of non-permitted use) Luzi Type has the right to terminate the present licence agreement with immediate effect. In this case, your right to use the Desktop-Font ends and you are obliged to stop any use of the Desktop-Fonts immediately, to delete the Desktop-Fonts and to certify in written that no copy remains in your possession or control.

6. The warranty period is 60 days after the receipt of the Fonts. During that period Luzi Type will try everything possible to solve problems, provided that you present the problems in a comprehensible way and that these are technical and not due to improper use of the Desktop-Font. In case the problems cannot be solved, we will refund the purchase price and your Licence will expire. Further claims are expressly excluded.

7. Any liability for minor negligence as well as the liability for associates is deemed void. Under no circumstances will Luzi Type be liable to you or any other party, whether in contract or tort (including negligence) or else, for any indirect loss, consequential, or incidental damage, indirect loss, including lost profit, lost saving, loss of data, or business interruption as a result of the use of or the inability to use the Font even if notified upfront of such possibility.

8. Inquiries can be sent to Luzi Type via email at info@luzi-type.ch, our Website is www.luzi-type.ch

III. PERMITTED USES

1. Desktop-Fonts can be used on the number of computing devices identified on your Purchase Receipt. Every computing device with direct access to the Desktop-Font counts as a device which needs a Licence. If the number of computer devices exceeds the number indicated on your Purchase Receipt, you have to inform Luzi Type and you have to buy a Licence upgrade.

2. Authorised uses of the Desktop-Fonts are: the production of logotypes, stationery products, books, newspapers, packaging, three-dimensional objects and outdoor advertising. This Licence permits you furthermore the uses in videos with a small-scale audience specified in paragraph IV (restrictions). You are allowed to create pixel images and distribute these images online or in print and to embed Desktop-Fonts in ePub publications.

3. You are allowed to embed Desktop-Fonts into PDFs, EPS or ePub as long as 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 is obliged to delete all copies of the Desktop-Fonts, and you agree to be entirely responsible 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.

IV. RESTRICTIONS

1. Under no circumstances can Desktop-Font-files (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 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 which has to be mutually agreed between the parties in the individual agreement.

4. This Licence expressly prohibits the embedding and inclusion of the Desktop-Font within an applications. 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.

V. FINAL PROVISIONS

1. Luzi Type and the licence Holder acknowledge that this Agreement is reasonable, valid and enforceable. However, if individual terms of the Agreement are found to be invalid or unlawful, this shall not affect the validity of the Agreement. In this case, the term in question shall be replaced by a valid term that is commercially equivalent as far as possible.

2. Amendments or supplements to this contract must be adopted in writing.

3. Swiss law shall be exclusively applicable. The provisions of the United Nations Convention on the International Sale of Goods of 11 April 1980 shall not apply. The sole place of jurisdiction is Bern (Switzerland).