

## I. DEFINITIONS

1. 'Licence Agreement': 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 a Desktop Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunnngasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

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, we cannot refund nor swap Font licences.

## 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-sublicensable. 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](mailto:info@Luzi-Type.ch), our Website is [www.Luzi-Type.ch](http://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. With Desktop Fonts you can produce an unlimited amount of logotypes, print products, packaging, three-dimensional objects, outdoor advertising, television advertisement, television shows, streaming videos and cinema movies. You are allowed to create pixel images, vector images as well as videos and distribute these with no limitations everywhere. You can produce this output for yourself as well as for somebody else with no restrictions.

3. You are allowed to embed Desktop Fonts into PDFs, EPS, SVGs or ePub as long as the documents are not editable. You can freely distribute these created documents, distributing the font files themselves is strictly prohibited.

4. You may convert Desktop Fonts into outline paths or pixels (for example in Adobe Illustrator) and create outline artworks based upon Desktop Fonts.

5. You are allowed to make backups 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. In case you like to use the Desktop Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. Using Desktop Fonts online on Websites with the CSS rule @font-face, Cufôn, 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.

4. This Licence expressly prohibits the embedding and inclusion of the Desktop Font within 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).

## I. DEFINITIONS

1. 'Licence Agreement': By purchasing a Web Font, you receive the right to use the Web Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of a Web Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunnngasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

4. 'Web Font', 'Font' or 'Fonts' 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.

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

7. All Font purchases are final, we cannot refund nor swap Font licences.

## 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 Web Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Web Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the Web 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 Web Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Web 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-sublicensable. 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. You can use Web Fonts in a non-public development environment controlled by your Organisation and you are allowed to grant access to third parties who develop your Website.

4. You agree to take reasonable measures to protect Web Fonts from access and use by non-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised 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 Web Font ends and you are obliged to stop any use of the Web Fonts immediately, to delete the Web 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 Web 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. 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 a server which you have sole administrative access to (aside from the owner of the Server).

2. You can use Web Fonts 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 overall number of monthly page views does exceed the number stated on your Purchase Receipt, you have to inform Luzi Type and you have to buy a Licence upgrade.

3. This Licence grants you the use of a Web Font for any number of domains belonging to your organisation, as long as the overall number of monthly page views does not exceed the number stated on your Purchase Receipt. The use of a Web Font on a Domain from a third party is not permitted.

4. In case your Website produces documents, you have to buy an additional Desktop Licence (your website counts as one computer). Permitted output files of your Website are limited to the following formats: EPS, ePUB, JPG, PNG, GIF, non-editable SVG and non-editable PDF.

5. In addition to the use on your website you can use the Web Fonts also in dynamic web Advertising and Email Marketing as long your licence covers the total number of monthly page views across all your usage.

6. You are allowed to make backups of the Web Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. Under no circumstances can Web Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

2. In case you like to use the Web Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. The use of Web Font on a laptop or workstation computer, or for any uses not expressly permitted in the present Agreement is prohibited. This includes, but is not limited to, the installation of a Web Font on computers, using fonts in Adobe Applications such as InDesign or Illustrator.

4. This Licence expressly prohibits the embedding and inclusion of the Web Font within 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).

## I. DEFINITIONS

1. 'Licence Agreement': By purchasing an App Font, you receive the right to use the App Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of an App Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunnngasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

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

5. 'Application' or 'App' are applications able to function and run on one of the following operating system platforms: Android, Apple OS X, Apple iOS, Microsoft Windows and Ubuntu. This agreement covers all versions of the above mentioned operating systems if they support the provided font files. The list of supported operating systems can change, depending on technological progress, and at the discretion of Luzi Type.

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

7. All Font purchases are final, we cannot refund nor swap Font licences.

## 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 App Fonts and all trademarks, registered and unregistered, which are used in or in relation to the App Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the App 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 App Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the App 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-sublicensable. 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. You can use App Fonts in a non-public development environment controlled by your Organisation and you are allowed to grant access to third parties who develop your application.

4. You agree to take reasonable measures to protect App Fonts from access and use by non-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised 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 App Font ends and

you are obliged to stop any use of the App Fonts immediately, to delete the App 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 App 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](mailto:info@Luzi-Type.ch), our Website is [www.Luzi-Type.ch](http://www.Luzi-Type.ch)

## III. PERMITTED USES

1. An App Font can be used for styling text in your Application. Giving the ability for a user to edit text with an App Font is not permitted if the result is a new editable document. You cannot use App Fonts as a tool or resource for third parties to create personalised editable documents, such does a text-editor. In case you like to use Fonts for such purposes, please contact us to discuss.

2. One Licence covers a single App functionally equivalent across multiple operating systems (see clause I. 5.).

3. There are no App download and distribution limitations with this App Licence.

4. You are allowed to make backups of the App Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. Under no circumstances can App Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

2. In case you like to use the App Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. The use of App Fonts on a desktop, laptop, workstation computer or for any uses not expressly permitted in the present Agreement is prohibited. This includes, but is not limited to, the installation of App Fonts on computers, using fonts in Adobe Applications such as InDesign or Illustrator. If you like to use App Fonts on desktops, laptops or workstations, you have to purchase our Desktop Licence.

4. Using App Fonts online on Websites with the CSS rule @Font-face, Cufon, 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.

## 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).

## I. DEFINITIONS

1. 'Licence Agreement': Upon agreeing to the terms of the Licence Agreement and completing the registration process, you are granted the right to download and use the Test Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of a Test Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunngrasse 2, 3011 Bern, Switzerland.

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

4. 'Test Font', 'Font' or 'Fonts' is defined as the design of the Font and the Software that produces a typeface design. 'Desktop Test Font' refers the OpenType-Files (the file with the extension .OTF or .TTF) in the Test Folder. 'Web Test Font' means the Web Fonts in the Test Folder namely WOFF2-Files.

## 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 Test Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Test Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. 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 Test Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Test Font worldwide as long as you respect the terms of the present agreement (see also clause II. 5.).

3. The granted licence is non-exclusive, non-transferable and non-sublicensable. You expressly warrant that you purchase the licence for yourself or - duly authorised - for your organisation. 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 Test Fonts from access and use by non-authorized persons. If you discover or are aware of any unauthorized access by a non-authorized person third party, you guarantee to inform Luzi Type as soon as possible.

5. Any breach of this agreement, including unauthorized use, permits Luzi Type to immediately terminate the license. Consequently, your right to use the Test Font ceases; you must stop all use, delete the Test Fonts, and confirm in writing that no copies remain with you. Any unauthorized use resulting in financial loss to Luzi Type obligates the License Holder to compensate Luzi Type financially, up to the value of the license fee, to cover such misuse. This financial compensation does not give you the right to keep using the font.

6. You take note and you agree that Luzi-Type takes no responsibility and no warranty for the Test version. Any liability 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.

7. 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)

## III. PERMITTED USES

1. Test Font Licenses are exclusively for trial purposes, enabling you to evaluate the font before making a purchase decision. If you wish to use the font for any other purpose, you must acquire the appropriate full license – Desktop, Web, or App – depending on your intended usage.

2. You have permission to use the Desktop Test Fonts on your organisation's computers. This is for examining a Font and creating internal presentations to help you decide if the Font is suitable for your project. You can also use the Desktop Test Fonts for private presentations to your clients, showing them how the Fonts might be used in a project.

3. You can use the Web Test Font to create nonpublic test websites for presentation within your organisation. You can use the Web Test Font to deliver non-public presentations to your clients to demonstrate the possible usage of the Fonts.

4. If you are a student, you are permitted to use these Test Fonts within your university or school courses for training purposes, provided that this usage is not displayed publicly. Should you wish to display these fonts publicly, you will require a student license.

5. You are allowed to make backups of the Test Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. Test Fonts are exclusively intended for internal testing and evaluation purposes only. Their use is strictly prohibited in any final files for commercial or public projects, including but not limited to, public display on websites, in consumer-facing applications, or in any form of external media. This prohibition extends to all forms of derivative works, including the conversion of Test Fonts into outlines or pixels for the creation of logos, images, or designs intended for public viewing. Any use of Test Fonts beyond the scope of internal testing and evaluation is not permitted under this agreement and requires the acquisition of a full license – Desktop, Web, or App – depending on your intended usage.

2. In case you like to use the Test Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. Under no circumstances can Test Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

4. This Licence expressly prohibits the embedding, inclusion, calling or linking of the Test Fonts within software. This includes, but is not limited to, video games and mobile apps. If you like to use the Test Fonts for commercial use, you have to buy the respective licences.

## V. FINAL PROVISIONS

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3. 'You', 'your organisation' or 'licensee' 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.

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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-sublicensable. 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-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised 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](mailto:info@Luzi-Type.ch), our Website is [www.Luzi-Type.ch](http://www.Luzi-Type.ch)

## III. PERMITTED USES (ONLY NON-COMMERCIAL 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 inform Luzi Type and you have to buy a Licence upgrade.

2. With Desktop Fonts you can produce an unlimited amount of logotypes, print products, packaging, three-dimensional objects, outdoor advertising, streaming video. You are allowed to create pixel images, vector images as well as videos and distribute these with no limitations everywhere.

3. You are allowed to embed Desktop Fonts into PDFs, EPS, SVGs or ePub as long as the documents are not editable. You can freely distribute these created documents, distributing the font files themselves is strictly prohibited.

4. You may convert Desktop Fonts into outline paths or pixels (for example in Adobe Illustrator) and create outline artworks based upon Desktop Fonts.

5. You are allowed to make backups of the Desktop Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. The Education Desktop Font can only be used by matriculated students and can be used only for educational purposes such as projects of university courses. This Licence does not allow any commercial use. If you want to use the fonts outside of the education context, including but not limited to any commercial use, you must upgrade to a standard Licence.

2. Under no circumstances can Desktop Font-files (Software) be converted, modified, adapted, translated, reverse engineered, including opening in font editors or converters.

3. 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.

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.

## 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).

## I. DEFINITIONS

1. 'Licence Agreement': By purchasing a Web Font, you receive the right to use the Web Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of a Web Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunngasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

4. 'Web Font', 'Font' or 'Fonts' 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 email you receive as a confirmation for the purchased Web Font (including the downloadable PDF Receipt) and /or the issued invoice.

7. All Font purchases are final, we cannot refund nor swap Font licences.

## 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 Web Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Web Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the Web 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 Web Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Web 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. You can use Web Fonts in a non-public development environment controlled by your Organisation and you are allowed to grant access to third parties who develop your Website.

4. You agree to take reasonable measures to protect Web 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 Web Font ends and you are obliged to stop any use of the Web Fonts immediately, to delete the Web 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 Web 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 (ONLY NON-COMMERCIAL 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 a server which you have sole administrative access to (aside from the owner of the Server).

2. You can use Web Fonts 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 overall number of monthly page views does exceed the number stated on your Purchase Receipt, you have to inform Luzi Type and you have to buy a Licence upgrade.

3. This Licence grants you the use of a Web Font for any number of domains belonging to your organisation, as long as the overall number of monthly page views does not exceed the number stated on your Purchase Receipt. The use of a Web Font on a Domain from a third party is not permitted.

4. In case your Website produces documents, you have to buy an additional Desktop Licence (your website counts as one computer). Permitted output files of your Website are limited to the following formats: EPS, ePUB, JPG, PNG, GIF, non-editable SVG and non-editable PDF.

5. In addition to the use on your website you can use the Web Fonts also in Dynamic Web-based Advertising and Email Marketing as long your licence covers the total number of monthly page views across all your usage.

6. You are allowed to make backups of the Web Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. The Education Desktop Font can only be used by matriculated students and can be used only for educational purposes such as projects of university courses or portfolio websites. This Licence does not allow any commercial use. If you want to use the fonts outside of the education context, including but not limited to any commercial use, you must upgrade to a standard Licence.

2. Under no circumstances can Web Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

3. The use of Web Font on a laptop or workstation computer, or for any uses not expressly permitted in the present Agreement 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.

4. The hosting or serving of the Web Fonts by any third party service, for example: TypeKit, is strictly prohibited.

5. This Licence expressly prohibits the embedding and inclusion of the Web Font within 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).

## I. DEFINITIONS

1. 'Licence Agreement': 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 a Desktop Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunnengasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

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, we 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-sublicensable. 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. You can provide Desktop Fonts to third-party contractors only under the specified conditions defined in the clause: Permitted Providing to Contractors.

4. You agree to take reasonable measures to protect Desktop Fonts from access and use by non-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised 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](mailto:info@Luzi-Type.ch), our Website is [www.Luzi-Type.ch](http://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. With Desktop Fonts you can produce an unlimited amount of logotypes, print products, packaging, three-dimensional objects, outdoor advertising, television advertisement, television shows, streaming videos and cinema movies. You are allowed to create pixel images, vector images as well as videos and distribute these with no limitations everywhere. You can produce this output for yourself as well as for somebody else with no restriction.

3. You are allowed to embed Desktop Fonts into PDFs, EPS, SVGs or ePub as long as the documents are not editable, these created documents can be freely distributed without any limitations.

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 backups of the Desktop Fonts. You must keep this backup copy secure so that no third party has access to it.

## PERMITTED PROVIDING TO CONTRACTORS:

1. You may provide Desktop Fonts to contractors who are working directly for your organisation. Legitimate contractors are limited to: design agencies, printers and web developers and app developers.

2. Contractors can use the Desktop Font only and exclusively to produce, design or program for your organisation's visual appearance.

3. Contractors have to agree in writing to this licence agreement with all its terms before receiving the Desktop Font from you and you are obliged to keep this written record until the cooperation ends.

4. After the production or by ending the collaboration (between your Organisation and a contractor), must the contractor delete all copies of the Desktop Fonts. This proceeding must be recorded in the employment contract between contractor and your organisation. You agree to take reasonable steps to ensure the fonts get deleted.

5. Under no circumstances can you share Desktop Fonts with third-parties who are not contractors that work for your organisation. Under no circumstances can third-parties contractors share Desktop Fonts with other third-parties.

## 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. In case you like to use the Desktop Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. Using Desktop Fonts online on Websites with the CSS rule `@font-face`, `Cufon`, 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.

4. This Licence expressly prohibits the embedding and inclusion of the Desktop Font within 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).

## I. DEFINITIONS

1. 'Licence Agreement': 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 a Desktop Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunngasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' 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, we cannot refund nor swap Font licences.

## 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-sublicensable. 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-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised 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](mailto:info@Luzi-Type.ch), our Website is [www.Luzi-Type.ch](http://www.Luzi-Type.ch)

## III. PERMITTED USES

1. This Desktop Fonts can be used on maximum 3 computing devices. Every computer which has direct access to the Desktop Font does count as a device which needs a licence.

2. This licence can only be used by journalist, curator or design-blogger which like to demonstrate the Font in a journalistic manner on their blogs (Websites), magazine or print product. Your intent is to present, show or critique the font itself. If you like to use the font in any other manner then described above, you have to purchase a regular licence.

3. This licence permits following use: creating images of the font for your blog (Website) or specimens for digital design-collections or as a print product.

4. You can embed Desktop Fonts into PDFs or ePub as long the documents are not editable. This documents can be shared with Wothers.

5. You are allowed to make backups of the Desktop Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. This Licence does not permit the production of printed publications of any kind (which are not specified in the section permitted uses), advertising printed or digital, any 3-dimensional objects such as signage or printed garments, logotypes, corporate identities and videos.

2. In case you like to use the font in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. Under no circumstances can Desktop Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

4. 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.

6. 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).



## I. DEFINITIONS

1. 'Licence Agreement': By purchasing a Server Font, you receive the right to use the Server Font. You become a Licence Holder (licencee), not an owner of the intellectual property rights of a Server Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' 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 Brunnigasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

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

5. The term 'User' or 'Users' refers to any individual or organisation that accesses or utilises your browser-based service. This includes individuals with a paid subscription, a free subscription, or those who simply make use of the services you offer. The total number of users is the cumulative sum of all individuals and entities that have access to and use the service.

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

7. All Font purchases are final, we cannot refund nor swap Font licences.

## 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 Server Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Server Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the Server 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 Server Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Server 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 Server Fonts from access and use by non-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised 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 Server Font ends and you are obliged to stop any use of the Server Fonts immediately, to delete the Server 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 Server 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](mailto:info@Luzi-Type.ch), our Website is [www.Luzi-Type.ch](http://www.Luzi-Type.ch)

## III. PERMITTED USES

1. This Server License allows you to use the font in your cloud-based service that lets users make documents via their web browsers. You can only have as many users as the number stated on your purchase receipt (see also Clause I. 5). If you exceed this number of users, you must inform Luzi Type and upgrade your licence.

2. You are permitted to install the font on your servers, enabling users to access your cloud-based service through a web browser.

2. Users can freely create and edit an unlimited number of documents or templates within the cloud-based service.

3. Users can download files in non-editable formats like PDF, SVG, EPS, JPG, and PNG. Users are free to distribute these documents without any limitations.

4. If the files are editable but don't contain the font, like Word files (with no embedded fonts), they can also be downloaded by the users. To apply the font in editable documents on their personal computer, users need to purchase an own Desktop Licence.

5. Neither users nor any other parties are authorised to download the font file, regardless of the file format. Access to the font is exclusively granted through a web browser in conjunction with your cloud-based service.

6. You are allowed to make backups of the Server Fonts. You must keep this backup copy secure so that no third party has access to it.

## IV. RESTRICTIONS

1. Under no circumstances can Server Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

2. The font is exclusively intended for enabling users of your cloud-based service to access it via a user interface for the sole purpose of designing their own projects. Your organisation is expressly prohibited from utilising the fonts to enhance the visual appearance of your own website, including but not limited to, deploying it as a web font for general text display. If you like to use Fonts online on websites you have to purchase an additional Web Licence.

3. The use of Server Fonts on a laptop or workstation computer, or for any uses not expressly permitted in the present Agreement is prohibited. This includes, but is not limited to, the installation of a Server Font on your computers, using fonts in Adobe Applications such as InDesign or Illustrator. In case you want to use the fonts on a desktop computer for creating documents or other output for your organisation, you must buy a separate Desktop 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).

The customer expressly warrants that he purchases the licence for himself or - duly authorised - for his organisation. A purchase for third parties is not permitted, unless agreed otherwise in this agreement.

In witness of which, each of the Parties has signed this Agreement by a duly authorised representative on the day and year indicated below.

Authorised Representative 'XXXXXXXXXXXX'

Name: .....

Position: .....

Date: .....

Place: .....

Signature: .....

Authorised Representative 'Luzi Type'

Name: ..... *Luzi Gantenbein* .....

Position: ..... *Director* .....

Date: ..... *XX. XX. 2021* .....

Place: ..... *Bern, Switzerland* .....

Signature: .....  .....