

Character Type

End User License Agreement

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DESKTOP FONTS

GENERAL

This End-User License Agreement (hereinafter "Agreement") is a legal agreement between You, either an individual natural person or a single legal entity (hereinafter "You") and Character Type (hereinafter "Character Type"), and is applicable to the Font Software (as defined below) that is accompanied by this Agreement or for which You are about to purchase a license. By ordering the Font Software You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, do not order the Font Software.

1. DEFINITIONS**1.1. "Font Software"**

"Font Software" means a coded software that is accompanied by this Agreement or for which You are about to purchase a license and which generates typeface designs when used with the appropriate hardware and software plus any and all other data including documentation provided with such software.

1.2. "Licensed Unit"

"Licensed Unit" means an installation of the Font Software that allows up to five (5) concurrent users to use it at a single geographic location. Your invoice may specify a different number of allowed concurrent users, in which case the number given on the invoice applies instead. A single geographic location is in particular the site of Your place of business. The restriction does not apply to portable computers if they are owned by You.

2. GRANT OF LICENSE AND RESTRICTIONS**2.1. Number of Users**

Character Type grants You a non-exclusive license, unlimited in time and place, to use the Font Software in a Licensed Unit for Your own personal or business purposes according to the following terms of this Agreement. If the number of users who use the Font Software exceeds the number as set in the definition of Licensed Unit above, You must then request from Character Type or its authorized distributors an appropriate license covering all actual users. An additional fee will be charged for any extension of the license.

2.2. Embedding

You are allowed to embed the Font Software in documents, applications or devices either as a rasterized representation of the Font Software (e.g. jpg files) or as a subset of the Font Software as long as the document, application or device is distributed in a secure format that permits only the viewing and printing but not the editing of the text. You need an additional license from Character Type or its distributors (i) for the use of the Font Software in documents, applications or devices permitting editing of the text, if such documents, applications or devices shall be distributed to third parties or (ii) if the Font Software is embedded neither as a subset nor as a rasterized representation.

2.3. Backup, Copying and Visual Output

You are allowed to create backup copies of the Font Software for archival purposes only, and only under the provision that You retain exclusive custody and control over such copies. You are allowed to take a digitized copy of the Font Software used in a particular document to a commercial printer or service bureau for outputting this particular document with the restriction that this document must not be edited by the printer or service bureau. You are not allowed to copy the Font Software or allow third parties to copy the Font Software. Any (allowed) copy of the Font Software must contain the same proprietary information as the original.

2.4. Modifications

Except as granted in 2.2, You are not allowed to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. If You want to make modifications to the Font Software, You must obtain the prior written consent of Character Type.

3. OWNERSHIP

The Font Software and all copies thereof are protected by German Copyright Law and by international treaties. Any title, copyright, trademark and other intellectual property rights belong exclusively to Character Type. The structure, organization, and the code of the Font Software are trade secrets of Character Type, and You agree to treat them as such.

4. TRANSFER OF LICENSE

Except as expressly provided herein, You are not allowed to give, rent or lease the Font Software or parts of it to third parties.

5. LIABILITY

Character Type hereby assures to be the personal holder of any copyright and other intellectual property rights. In regard to this Agreement, Character Type is liable only for intent or gross negligence. In the event of a slightly negligent breach of an obligation that is essential for the achievement of the contract (cardinal obligation), the liability of Character Type is limited to the foreseeable damage which might typically occur. There is no further liability of Character Type.

6. BREACH OF CONTRACT / CONTRACTUAL PENALTY

Any intentional or negligent breach of the terms 2.2, 2.3, 2.4. and 4. of this agreement obligates You to pay a contractual penalty to be determined by the appropriate court of law excluding the defense of the continuation of an offense.

7. TERMINATION

Character Type has the right to terminate Your license immediately for good cause. Upon termination You must destroy the original and any copies of the Font Software and documentation.

8. PROMOTION

Character Type is entitled to name Your company's name as well as other trademarks and images and videos for promotional and marketing reasons. Character Type may also show samples of the Font Software for demonstration purposes.

9. GENERAL PROVISIONS

You agree to inform all users who have legitimate access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement. This Agreement may only be modified in writing signed by Character Type. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. Terms of You which vary from those defined here shall only be binding if agreed in writing.

10. GOVERNING LAW

This Agreement will be governed exclusively by German Law and will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Any disputes will be subject to the exclusive jurisdiction of the courts of Hamburg (Germany) provided that You are a commercial trader or legal entity under public law.

WEB FONTS

GENERAL

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1. DEFINITIONS**1.1. "Font Software"**

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1.2. "Licensed Unit"

"Licensed Unit" means installations of the Font Software that allow the design of Your Website which has – based on any six consecutive calendar months – not more than the overall monthly average of Page Views stated on Your invoice for the purchase of the Font Software. If Your Website averages (based on a period of six consecutive calendar months) at any given time in the future more than the licensed number of Page Views per month, You must purchase an extended license from Character Type.

1.3. "Use"

"Use" means to design a Website with the typeface embodied in the Font Software and to make accessible the Font Software together with the Website on a web server in order to enable a web browser to render the content of such a Website using the respective Font Software. Use does not include the behavior outlined in clause 2.2. below.

1.4. "Website"

"Website" as used here is a collection of web pages located on the domain or domains specified on Your invoice. Any asterisks (*) in the specified domain are to be considered wildcards and may represent any additional characters, thereby allowing You to Use the Font Software for all domains that match the domain pattern specified on Your invoice. For the avoidance of doubt, the domain under which the web pages are publicly accessible is decisive; the location of the Font Software is not relevant. This means that You are allowed to host the Font Software under any domain to use them on your Website. However, You are not allowed to use the Font Software for pages on other domains even if the Font Software itself is located on the specified domain.

1.5. "Page View"

"Page View" is each request to load a single page of Your Website. Pages that are not using any of the Font Software are to be ignored when determining the number of monthly Page Views of Your Website. Page Views – also referred to as page impressions or page requests – must be recorded by a commonly accepted or recognized performance tracking system. Character Type reserves the right to request written copies of Your average Page View reporting statistics.

2. GRANT OF LICENSE AND RESTRICTIONS**2.1. Grant of License**

Character Type grants You a non-exclusive license, unlimited in time and place, to use the Font Software in a Licensed Unit for Your own personal or business purposes according to the following terms of this Agreement. If the average number of Page Views under which the Font Software is Used exceeds the number as set in the definition of Licensed Unit above, then You must request from Character Type or its authorized distributors an appropriate license covering all Page Views. An additional fee will be charged for any extension of the license.

2.2. Restriction of Use

You are not allowed to copy, distribute or make the Font Software available to third parties so that they can use it for their purposes or purposes other than the display of Your Website. In particular (but not limited to) You are not allowed (i) to disseminate or make available the Font Software or parts of it through any online service or a file-sharing platform or (ii) to sublicense the Font Software to third parties so that they can style pages available under their domain. You may not embed the Font Software in any documents (e.g. pdf), applications, or devices other than the Website. You may not use the Font Software for other services that are rendering the fonts, e.g. pre-press, plotting, exposing, etc. If You wish to use the Font Software for such purposes, You must obtain a separate pre-press font license from Character Type or its authorized distributors.

2.3. Backup and Copying

You are allowed to create backup copies of the Font Software for archival purposes only, and only under the provision that You retain exclusive custody and control over such copies. You are not allowed to copy the Font Software or allow third parties to copy the Font Software.

2.4. Modifications

Except as expressly provided for in this clause 2 and the Definition of Use, You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. If You want to make modifications to the Font Software, You must obtain the prior written consent of Character Type.

3. OWNERSHIP	The Font Software and all copies thereof, are protected by German Copyright Law and by international treaties. Any title, copyright, trademark and other intellectual property rights belong exclusively to Character Type. The structure, organization and the code of the Font Software are trade secrets of Character Type, and You agree to treat them as such.
4. TRANSFER OF LICENSE	Except as expressly provided herein, You are not allowed to give, rent or lease the Font Software or parts of it to third parties.
5. LIABILITY	Character Type hereby assures to be the personal holder of any copyright and other intellectual property rights. In regard to this Agreement, Character Type is liable only for intent or gross negligence. In the event of a slightly negligent breach of an obligation that is essential for the achievement of the contract (cardinal obligation), the liability of Character Type is limited to the foreseeable damage which might typically occur. There is no further liability of Character Type.
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APP FONTS (EMBEDDING)

GENERAL

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1.2. "License Duration"

"License Duration" means the period of time during which this Agreement is valid. It is stated on Your invoice for the purchase of this license.

2. GRANT OF LICENSE**2.1. Embedding**

You may embed the Font Software in documents, applications or devices for viewing, printing and editing; subsetting is not required. The Font Software may only be accessed within the document, application or device. You may distribute documents, applications or devices with the embedded Font Software to third parties. If the embedding process requires a version of the Font Software with modified embedding settings, Character Type will provide You with such a version on request without additional charges.

2.2. Back-up

You may make back-up copies of the Font Software for archival purposes only and only provided that You retain exclusive custody and control over such copies.

2.3. Copying

Except as granted in 2.2. and 2.3., You may not copy the Font Software or allow third parties to copy the Font Software. Any (allowed) copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the original.

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5. LIMITATION OF LIABILITY

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TRIAL FONTS

GENERAL

The Character Type End-User License Agreements for Desktop, Web and App apply for Character Type Trial Fonts.

In addition

Character Type Trial Fonts may be used for testing purposes **only**. No final artwork may be produced with these fonts.