

This End User License Agreement (hereafter “EULA”) is a legally binding contract between the Parties, you (hereafter “Licensee” and/or “You”) and Nolan Paparelli (“the Supplier”). Upon purchasing, or/and downloading or/and installing the Font Software(s), you accept the following terms and conditions of this EULA.

A

OWNERSHIP OF PRODUCT AND COPYRIGHT

A1 The digital files downloaded to your computer contain font softwares. You agree that the font softwares are owned by the Supplier, and their structure, organization and code are the valuable trade secrets of the Supplier.

A2 The intellectual property of the design contained in the font softwares is owned by the Supplier.

A3 You have purchased a non-exclusive and non-refundable license which grants you certain rights to use the font softwares. It is not an agreement for sale of the font software, of its design or any portion of it.

A4 Except for your right to use the font softwares granted by this license, all other rights are owned and retained by the Supplier.

B

GENERAL LAWFUL USE
OF PRODUCT

B1 When purchasing any font software from the Supplier, you obtain a license to install and use the font software on maximum three (3) computers. These computers have to belong to the Licensee. They can be connected to, and the font software used with, any number of output devices belonging to the Licensee, such as printers for example. The font software may be downloaded to the memory (hard disk or RAM) of output devices belonging to the Licensee for the purpose of having such font software remain resident in the output device. Each device containing the font software counts as one (1) computer.

B2 You are not authorized to sublicense, sell, lend or lease the font software. Exceptions apply, as described under F PROVIDING THE FONT FILES TO THIRD PARTIES and G BUYING THE FONT FILES ON BEHALF OF A CLIENT.

B3 You may not convert, modify or rename the original font software under any circumstances.

B4 You may not open the original font software in an editing software in order to reveal its structure, organization or code.

B5 You may not use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface.

B6 You may not modify the design of the characters contained in the font software, even if converted to outlines with the help of an editing or design software.

B7 You may not convert desktop fonts into web fonts with any font converting technologies. For web usage, you will have to purchase an additional web font license.

B8 You can purchase additional licensing at any time, which grants you the rights to use the fonts on additional computers or/and to serve the web fonts to additional unique visitors per month.

C

SELF-HOSTING AND EMBEDDING:
SPECIFIC LAWFUL USE OF PRODUCT

C1 When purchasing any font software from the Supplier, you get the right to embed it on an unlimited number of websites, under the conditions mentioned below:

C2 There is no limit to the number of domains or sub-domains from which the web fonts may be served, but all of the domains must belong to the Licensee organization.

C3 Anyone having the font software on his computer in order to use it for a website have to possess a license of it. Exceptions apply as described under F PROVIDING THE FONT FILES TO THIRD PARTIES.

C4 You are entitled to embed the licensed font software in a secured read-only mode, subject to the following restrictions: you shall secure embedded documents against unauthorized use by any third party.

C5 You are not authorized to embed the licensed font software for the purpose of allowing third parties to create new documents or designs.

C6 Any embedding not described below is prohibited. The Supplier may include additional authorized embedding in the future.

Web fonts

C7 With a base web license, you may serve the web fonts to maximum 10'000 unique visitors per month.

C8 Self-hosting is only authorized for the website's domain name(s) that belong to the Licensee organization.

C9 The use of third party font hosting services is strictly prohibited.

C10 Only the original web font files delivered with your purchase can be used as web fonts.

C11 The fonts have to be stored on the same server as the other softwares and assets associated with the licensed domains.

C12 Technologies other than @font-face are not allowed.

D

COMPATIBILITY AND USAGE

D1 The Supplier provides OpenType (OTF) desktop font formats. TrueType (TTF) desktop files are available on request.

D2 The Supplier provides EOT, SVG, TTF, WOFF and WOFF2 web font formats.

D3 The Supplier guarantees that the font softwares delivered with your purchase are valid fonts, installable and printable.

D4 It's a matter of the systems, softwares versions or browsers whether they support OpenType fonts and features; please refer to your system/software/browser documentation.

E

PAYMENT SPECIFICITIES

E1 The Supplier accepts payments with credit cards, PayPal or bank transfer. The following credit cards shall be accepted: American Express, Discover, Mastercard and Visa.

E2 The files will be delivered manually per email only after the invoice's amount is paid and notified on the Supplier's account. Due to that manual process, orders might take maximum three (3) working days to be finalized.

E3 External charges, such as VAT tax or PayPal commissions might occur on your purchase and increase the final amount.

E4 Payments shall be made exclusively in the currency of Euro (EUR) to the Supplier.

E5 The Supplier grants you the rights to use the font software(s) in good faith and request that you adhere to these payment specificities to the best of your ability.

F

PROVIDING THE FONT FILES
TO THIRD PARTIES

F1

You may, for a defined time period, provide a copy of the font software you have used for a particular file to a commercial printer, a service bureau or other pre-press facility in the scope of a defined project, only in order to prepare for printing and print your documents.

F2

You may, for a defined time period, provide a copy of the font software you have used for a design to the company coding the website in the scope of a defined project, only in order to implement the font software into the website.

F3

Any design and/or editorial work is excluded from this particular agreement. Your personal license is not transferred to the company or people in question and the font software may be used exclusively in order to accomplish the work specified in the contract between you and the company. Once the job completed, the font software shall be deleted from the company's computers.

F4

When providing a copy of the font software, you have to give a full copy of this EULA to the third party and inform him of the terms of this particular chapter about third parties.

G

BUYING THE FONT FILES ON
BEHALF OF A CLIENT

G1

You are allowed to buy font software(s) from the Supplier on behalf of your client under the conditions mentioned below:

G2

You have to provide personal informations (names, company's name, address, contact) about your client to the Supplier.

G3

You have to provide your client with a copy of the EULA. The EULA has to be accepted by the client.

G4

You have to provide your client with the original invoice related to the purchase.

G5

You are not authorized to invoice the Supplier's font software to your client at another price as the one defined by the Supplier.

G6

The Supplier is not bound to communicate with your client: in case of communication need-ed, you stay the interlocutor.

H

STANDARD USER LICENSE /

MULTI-USER LICENSE

H1

In the event that extensions to the restric-tions mentioned above become necessary, the Licensee must purchase additional licensing by contacting the Supplier directly.

H2

The Licensee may install the font software on a single file server for use on a single Local Area Network (LAN) only when the use of such font software is limited to the maximum workstations that are part of the licensed unit of which the server is part. Each workstation connected to the LAN counts as one (1) comput-er from the total allowed amount stipulated in your invoice.

H3

The font software may NOT be installed or used on a server that can be accessed via the Internet, via another external network system (a system other than LAN) or by workstations which are not part of a licensed unit. For embed-ding in website, see ^{C7 – C12}.

H4

For the exclusive purpose of data backup, additional copies of the font software can be made. The Licensee retains custody and control over such copies. Any copy of the font software must contain the same copyright informations as the originals.

I

WARRANTY AND LIABILITY

I1

Limited warranty

For a period of thirty (30) days after delivery, the Supplier warrants that the font software will perform in accordance with the specifications published by the Supplier. Your exclusive remedy and the sole liability of the Supplier in connec-tion with this warranty is repair or replacement of its defective parts. The warranty does not apply to any font software converted, manipu-lated or modified by the Licensee.

I2

Intellectual property warranty

The Supplier warrants that it has all of the rights necessary to enter into this agreement and that the font software does not breach the intellectu-al property rights of any third party.

I3

Disclaimer of warranties

Except for the limited warranties set forth in clause ^{I1}, the Supplier makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. The Supplier does not warrant the performance and result you may obtain by using the font software and accept no liability thereto.

I4

Limitation of liability

In no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages including any lost profits, lost data or lost savings.

J

MISCELLANEOUS

J1

This agreement shall automatically be terminated upon failure by you to comply with its terms. If any part of the EULA is found void and unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms. The Licensee agrees that this EULA will be governed by the laws of the Federal Republic of Germany.

J2

The EULA has been written in the English language, and the parties agree that the English version will govern.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.