Displaay License Agreement Desktop



- 1) This is a license agreement between you or your organization (this computer user) and Displaay (Martin Vácha). Downloaded files into your computer are fonts that are the intellectual property of Displaay. The fonts are specified in the invoice relating to your relevant purchase. In accepting the terms of this agreement, you acknowledge understanding and promise to comply with its terms. If you do not accept the terms, you cannot download or use the Displaay fonts.
- 2) This license grants you the right to use the fonts on up to such number of computers (CPUs) or such number of users within addressed customer as indicated in the relevant invoice for the fonts. Please see the linked invoice of your purchase, next to the product you will find the permitted number of computers or users in brackets. License allows you to use these fonts only for your personal or internal business purposes (i.e. the use by you personally or your authorized employees for your customary personal or internal business purposes and in no way for any sale, transfer or distribution of the fonts or the license in whole or in part). This license is granted as non-exclusive, non-assignable, non-transferable and for an unlimited period of time.
- 3) The fonts may be use in any desktop based software which do not permit extraction of the fonts. The fonts may be embedded into any files (such as PDF) and in any rasterized files (such as PNG, GIF, JPG, JPEG) which do not permit extraction of the embedded fonts. In each case you must ensure that the viewers of electronic documents are not able to extract fonts. Any kind of embedding in breach of this clause is prohibited.
- 4) You are not receiving the copyright to the design or the ownership of the fonts, but the rights to use the fonts within the limits set forth in this agreement. You are not allowed to (or enable a third party to) alter, modify, rename, convert or otherwise change the fonts or to create derivative works from the fonts or any their parts, provided, however, that if have chosen, as part of the purchase of the fonts, the option indicated as "Variable" (as also evident from Displaay's invoice relating to your purchase), you are allowed to modify the available axes of the variable fonts to the extent and in ways permitted by the variable format of such fonts. You are not allowed to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the fonts. You are not allowed to copy the fonts or allow any third party to copy the fonts. You are not authorized to sublicense, assign, sell, lend or lease the fonts or any rights under the license or any parts thereof. You can backup files of the fonts only for your own personal or internal business purposes. Any use of the fonts not expressly permitted in this agreement constitutes an infringement of intellectual property rights (and industrial property rights, as the case may be) of Displaay.

- 5) No warranties are granted. In no case Displaay takes liability to you. You agree that downloading and using the fonts is fully on your own risk. You further agree that Displaay makes no warranties, express or implied, as to non-infringement of third-party rights, merchantability, or fitness for any particular purpose. Liability of Displaay for damage (other than such caused intentionally or through gross negligence) is excluded. Should the aforementioned exclusion of liability not be permitted in any jurisdiction, you agree that Displaay's liability for damage shall in no event exceed the amount of the fees paid by you for the fonts to which the damage relates.
- 6) By downloading, using and installing the fonts, you acknowledge that you have read, understood, and agreed to the terms and conditions of this agreement. Any breach of the terms and conditions of this agreement terminates your license to use the fonts with immediate effect upon the occurrence of the breach. This agreement is governed by the laws of the Czech Republic and the relevant Czech courts shall be competent to resolve disputes which fail to be settled amicably.
- 7) This agreement may only be modified or terminated by mutual agreement in writing. Unilateral termination of this agreement by either party is excluded save as otherwise expressly set forth in this agreement.

For the purposes of this agreement:

"Displaay" means the graphic designer and author of the fonts Martin Vácha (CZ Business Identification No. 76179095 (IČO) who uses the brand Displaay for designating his work and business activities.

If you have any questions, please contact: xyz@displaay.net Version 1.4, Oct 2019