

## I. DEFINITIONS

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

2. 'Luzi Type' is the Individually owned company of Luzi Gantenbein, located in Rathausgasse 27, 3011 Bern, Switzerland.

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

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

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 Trial-Font (including the downloadable PDF Receipt) and/or the issued invoice.

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

## II. GENERAL TERMS

1. Luzi Type retains ownership in all intellectual property rights and/or holds the respective licences to perform its obligations under this agreement, including but not limited to copyrights in and to the Trial-Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Trial-Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the Trial-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 Trial-Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Trial-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 Trial-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 Trial-Font ends and you are obliged to stop any use of the Trial-Fonts immediately, to delete the Trial-Fonts and to certify in written that no copy remains in your possession or control.

7. You take note and you agree that Luzi-Type takes no responsibility and no warranty for the trial 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.

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. Trial-Fonts Licences allow only the use of font for testing to make a decision on whether you will purchase a full Licence. If you want to use the font in any other way, you have to buy a Licence (full version).

2. You are allowed to and use the Desktop-Trial-Fonts on computers at your organisation to test a Font and create designs for presentation within your organisation. You can use the Desktop-Trial-Font to deliver non-public presentations to your clients to demonstrate the possible usage of the Fonts.

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

4. You are allowed to embed Trial-Fonts into PDFs, EPS or ePub as long the documents are not editable and not publicly shown or distributed.

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

## IV. RESTRICTIONS

1. The use of the Trial-Fonts in any final files for any commercial or public project is prohibited (including but not limited to a use on Websites). This includes, but is not limited to displaying work publicly for example in any application visible to consumers. This also applies when Trial-Fonts are converted to outline or pixels and use for example to create logotypes, images or any design which are in the public eye.

2. In case you like to use the Trial-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 Trial-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 Trial-Fonts within software. This includes, but is not limited to, video games and mobile apps. If you like to use the Trial-Fonts for commercial use, you have to buy the respective licences.

## 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).