

# Bonnie Zhou End User License Agreement

This End User License Agreement is a legal agreement between you, the licensee, and me, Bonnie Zhou LLC.

When you purchase a font from me, you are granted a perpetual, non-exclusive, and non-transferable license to use the font. This agreement takes effect when you download or use the font. I expressly reserve all rights not granted to you in this agreement. If you do not agree to or understand these terms, do not download or use the font.

**Fonts:** For the purposes of this license, a “font” is defined as the font software, the designs embodied therein, and all supplemental materials provided along with the font software, as well as any future versions or upgrades.

**Limitations:** This license is governed by “limitations” that define the maximum number of allowed desktop computer installations of the font, unique website visitors for websites using the font, and number of mobile apps using the font. The limitations of your license can be found in your Order Summary.

If you do not have an order summary, if the limitation for a use is not listed in it, or if it includes the phrase “For testing purposes only”, you must use the font only for internal testing purposes. You must upgrade to a full and appropriate license before delivering or publishing any such use of the font.

## General Terms

**Intellectual Property:** This font is protected under United States copyright and trademark law. I warrant that I am the creator, sole owner and/or exclusive distributor of all intellectual-property and other rights in this font. I reserve all rights not otherwise specified, make no guarantees, and disclaim all warranties except those prescribed by law.

**Governance:** This license is governed by the State of New York. Any dispute relating to this agreement will be decided solely in the courts located in the State and County of New York, and the parties irrevocably submit to the personal jurisdiction of said courts for that purpose.

**Distribution:** Except in very specific instances described and permitted in this license, you may not distribute (share, rent, lend, give away, or sell) the font. You agree to take all reasonable steps to prevent unlicensed users from accessing, distributing, or re-serving the font file.

**Modifications:** You are allowed to convert text set in the font into outlined vectors, and to modify those vectors. You may also subset and modify the font software itself for your own purposes. Any derived versions of the font remain my property and are subject to the same license and limitations. No technical support is available for modified fonts.

**Upgrades:** If any of your uses exceed the limitations of this license, you must contact me to purchase an upgrade for your license.

## Terms of Desktop/Print Use

Subject to the limitations below, this license allows you to install the font on a limited number of workstations or computing devices belonging to you or a third party doing work on your behalf.

Permitted desktop uses of the font include, but are not limited to, the design of printed materials, PDFs, static images, motion graphics, logos, and out-of-home advertising, including titles and graphics for broadcast media such as film and television.

**Document embedding:** You are allowed to embed read-only copies of the font in document formats that allow font embedding, such as PDF or e-book. The font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete font from the document, and creating or editing content using the font.

**Service bureaus and subcontractors:** You are allowed to send the font to a third party subcontractor, printer, or service bureau that will use the font on your behalf, as long as the total number of simultaneous installations does not exceed your license limitations. They must agree to the terms of this license, use the font on your behalf and for no other purpose, and delete all copies of the font in their possession when the work is done.

**Internal servers:** You may install the font on an internal server as long as you do not exceed the total number of workstations defined in your order summary.

**Backups:** You may create a copy of the desktop font for backup purposes, as long as the backup copy cannot be accessed by anyone other than licensed users.

**Prohibited uses:** You are prohibited from using the font in the creation of "alphabet products" where individual letterforms are for sale, or in products where an unlicensed user has access to the alphabet in full or the ability to create customized designs using the font. Alphabet products

included, but are not limited to, house numbers, signage, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch and die sets, or other methods for use in making such products.

The right to make alphabet products is subject to a royalty, rather than a license fee. For more information, contact us at [hello@bonniezhou.com](mailto:hello@bonniezhou.com).

## Terms of Web Use

This license allows you to embed the font on websites using CSS @font-face, so long as the estimated traffic on that website meets the limitation defined in your order summary.

**Web traffic:** Web traffic is measured by monthly page views. If your website exceeds the web traffic limitation for three (3) consecutive months, you must contact me to upgrade your license. I reserve the right to inspect or monitor your use.

**Domains:** You are not limited to a specific number of domains or subdomains, so long as all websites using the font are operated by you, and the cumulative estimated traffic does not exceed the limitation. For each domain, the traffic count is for all pages, including subdirectories and subdomains, even if they do not contain the font.

**Formats:** You may only serve web fonts in WOFF, WOFF2, EOT, and SVG formats.

**Server:** You must host the font on your website's server or on a CDN (content delivery network) where you host other website assets. You must make a reasonable effort to prevent unauthorized use or distribution of the font. If the server's directory structure is publicly accessible, you must include the text of this license alongside the hosted files and clearly mark them as licensed assets.

## Terms of App Use

This license allows you to embed read-only copies of the font in a limited number of software apps as specified in your order summary. Read-only means that those who use these apps can neither install my fonts nor use them to make new documents. You must make a reasonable effort to secure the font and prevent it from unauthorized use.

**Platforms:** Platform-specific versions of your app with the same title and functionality may be counted together as a single use.

# Disclaimer

**Updates:** I may update or modify this EULA at any time, and will notify you of any update or modification. Your use of the font following any update or modification constitutes your agreement to follow and be bound by the EULA as updated or modified. The updates or modifications will not be retroactive, and the most current version of the license that you have agreed to will govern.

**Warranty:** My fonts are offered on an as-is basis. The license buyer assumes the entire risk of the quality and performance of my fonts, and waives both the implied warranty of fitness and the implied warranty against infringement of third-party rights.

**Inspection:** Upon request, you agree to provide complete and accurate answers to my questions concerning equipment in which you have installed the font and uses to which the font has been put. I reserve the right to inspect your records and equipment in order to verify compliance with the terms of the license.

**Termination:** Your license does not expire and this agreement remains in effect until the license is terminated. If the license is terminated, you must discontinue use of the font and delete all copies that you control or possess.

I reserve the right to terminate the license if you breach any term of this agreement, without the obligation of notice or opportunity to cure. That said, I will make a good faith effort to allow you to upgrade your license so that you can operate within its terms. Grounds for termination include:

- Using the font outside of the terms set in this license
- Exceeding the agreed-upon limitations without purchasing an upgrade
- Unauthorized distribution of the font, or other breaches of the terms stated above

**Incurred costs:** If you violate any of the provisions of this license, in addition to any damages the violation may cause me, I will be entitled to payment by you of the costs incurred by me to investigate and address the violation, enforce the license and/or finalize a settlement, including investigators' and attorneys' fees.

**Liability:** Under no circumstances am I responsible or liable for any issues or harm or physical damages that may result from the use of the font, even if notified in advance.

If you encounter a problem with the font, I will make a good faith effort to provide you with documentation and support. If no solution can be found, I can offer you the option to terminate the license in exchange for a refund. A refund is not guaranteed in every instance and is up to my discretion.

**Legal Use:** I reserve all rights to modify, enforce, and terminate this license to the extent that it is permitted by law. You are responsible for making sure that you are in compliance with all laws, foreign and domestic, that might apply to its purchase and use. Please do not use the font to typeset hate speech against any person or group based on something such as race, ethnicity, religion, gender, or sexual orientation.

If you have any questions or concerns about this license, contact me at any time. Thank you for abiding by the terms of this agreement and I hope you enjoy using the font!