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## 1. Terminology

The terms and conditions set below establish an agreement between you (the Licensee) and kimera (the Supplier) governing the use of the Font Software (or "Font") ordered by you. This End User License Agreement ("Agreement", or "License") becomes binding by downloading, installing, or otherwise using the Font Software provided by the Supplier. "License Types" are determined by the use cases the font software is used for while the "License Size" is exclusively determined by the "Company Size", which is the total amount of employees working for the licensee.

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### 1.1 Licensee

The Licensee (or License Holder) is the business entity the typeface is used for. Generally licenses are purchased per brand. As the Licensee, your typeface license covers the license-type-specific use cases for this brand. Third parties (like designers and/or design agencies) that work specifically for the licensee may use the licensed font software, but only for the licensee and only for the license-type-specific use case and they are not allowed use and share the font software in any other way.

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### 1.2 License Types

License types are determined by the use cases the font software is used for. A desktop license allows you to create any kind of printed matter, physical objects and digital documents. A web license allows fonts to be embedded on one website via self-hosting. A social media license allows fonts to be assets to be shared on social media platforms. An app license allows fonts to be embedded into one digital application or game software. A broadcast license allows the fonts to be utilized for TV, cinema, and on streaming platforms such as Netflix or HBO. A logo license allows the fonts to be used for a brand's logo or wordmark. The logo or wordmark can be used all areas of the other license types. A student license is for private & commercial-private use. Please tell us the name of your school, your student mail address, and the year of your graduation. Our corporate license grants unlimited usage of fonts across various platforms and mediums and is tailored for larger organizations. Please get in touch for more information and pricing.

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### 1.3 License Size

The license size is determined by the company size, which is the total amount of employees working for the licensee. If the company size increases, so the license size is exceeded it has to be updated.

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## 2. Ownership and Copyright

The font software downloaded will always remain copyrighted to the Supplier. The font software and the intellectual property of the design contained are owned by the Supplier and/or its contractors. Purchasing licenses grants you limited rights to use the font software. You are not allowed to share, distribute, illegally copy, sublicense, lend, lease, or sell the font software, its design, or any portion of it. Except for your right to use the font software granted by this license, all other rights are owned and retained by the Supplier. You hereby agree that this term is contractual in nature and that the unauthorized use of the design of the Font Software shall be an infringement of the Supplier's rights.

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### 3. Lawful Use of Product

By purchasing any font software from the Supplier and upon full payment of the agreed usage fee, you are granted the right to use the font software as specified in the order.

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### 3. Third Parties

Third parties are allowed to create documents with the font software but only for the licensee and his license-type-specific use case.

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### 3.1 Desktop License

With a purchase of a desktop license, you obtain the rights to install the font software on computers. It may be utilized in desktop publishing software such as Adobe InDesign, Illustrator, Microsoft Word, PowerPoint, and so on. The font software can be used to create any printed and digital documents, objects, merchandise, signage for one brand. The license grants the use for both static and dynamic content (such as animations, moving images, etc.) You are allowed to connect to and use the font software with any number of output devices, belonging to the Licensee, such as printers. The font software may be passed to a commercial printer or other prepress facilities in the scope of a defined project, only to prepare for printing and print your documents.

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### 3.2 Web License

By purchasing a web license you are granted the right to embed the font software on one website domain owned by the Licensee. Only the original font software delivered can be used. The font software has to be stored on the same server associated with the licensed domain. Technologies other than @font-face are not allowed. The use of third-party font hosting services is prohibited.

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### 3.3 App License

The font software delivered with an app license can be embedded in one digital application. The use of the font software may be used for the development of the app. For another application an additional license must be registered.

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### 3.4 Social Media License

A social media license grants the Licensee the right to use the font software to create assets for social media platforms. A desktop license has to be purchased and registered to the Licensee prior to purchasing a social media license.

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### 3.5 Broadcast License

With a broadcast license, the Licensee may use the fonts for broadcasting purposes. This license is needed for creating video content for streaming services like YouTube, Netflix, Vimeo, Twitch but also television, movies and commercials.

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### 3.6 Logo License

Logo licenses grant the Licensee the right to use the font software for the creation of a logo or wordmark for one brand. The use of this logo or wordmark is not limited to the use cases of the other license types. The logo or wordmark can be converted to outlines. For an additional brand an additional license has to be registered.

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### 3.7 Student License

Student licenses authorize the Licensee to use the font software for private & private commercial purposes only and exclusively as long as being a student. Private Commercial purposes are cases where there is no third party (a client) involved. The Licensee can use the font software to create own commercial projects but would still need to purchase licenses for third parties.

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### 3.8 Corporate License

The purchase of a corporate license grants the Licensee to use the font software for all use cases regardless of the company size. Specific details must be discussed with and agreed by the Supplier.

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### 3.9 Trial License

The use of font software of a trial license is allowed for testing purposes only. The use for commercial or personal public projects is prohibited. If the font software is to be used, it has to be licensed. The font software may be used by a designer to pitch design directions to clients. This license type includes the full character set of the font software.

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## 4. Modifications

You are not allowed to convert, modify, or rename the font software under any circumstance. Any modifications must be discussed with the Supplier as a bespoke project.

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## 5. Purchase and Transfer of Licenses

Licenses are not transferrable to other brands or individuals. It is allowed to purchase the font software on behalf of a client. The client must be registered as the Licensee during the purchase, informed about this agreement, and provided with the invoice related to the purchase. The client has to accept this agreement. You are not authorized to invoice your client at another price as the one displayed on our site.

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## 6. Limited Liability

Although every effort has been taken to produce the font software to the highest standards, in no circumstance whatsoever 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. All font software installed is done so at the Licensee's risk.

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## 7. Termination

If you breach this contract all of your rights automatically end and you have to stop using the font software from this moment on. In addition to any legal recourse we have, you'll need to pay for any costs we incur, like legal fees, investigation costs, and legal settlements.

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## 8. Miscellaneous

Any breach of the terms of this agreement shall be cause for termination. The use of font software in any racist, homophobic, transphobic, or sexist context is prohibited. We will pursue legal action if you are found to be using our fonts illegally. We reserve the right to update this agreement at any time without prior consent or notice. You acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this agreement.