

Displaay

License Agreement

Trial



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. 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 Free Trial Fonts.

2) You have chosen the option "Free Trial", i.e. you acquired the fonts for free and for trial purposes only ("Free Trial Fonts"). You are allowed to install the Free Trial Fonts on up to one computer or one user only. You are allowed to use the Free Trial Fonts only for your personal or internal business purposes (i.e. the use by you personally or one your authorized employee for your personal or internal business purposes and in no way for any sale, transfer or distribution of the Free Trial Fonts or the license in whole or in part); in addition, the aforementioned **internal use is limited to internal non-commercial trial purposes, in particular sketching.**

You are not allowed to publish or disclose the sketches to any third party. If you are a graphic designer or a graphic design studio and you are using the Free Trial Fonts for sketching as part of your assignment in the field of graphic design, you are allowed to disclose your sketching directly to your client under the relevant assignment. In such case, you agree to ensure that your client agrees to keep and actually keeps the sketches strictly confidential and does not publish or disclose them to any third party. In case of breach by your client of this obligation, you are liable to Displaay for any damages, losses or any other claims arising as a result of the breach of this license to the same extent as if you committed the breach yourself.

This Free Trial Fonts license is granted as non-exclusive, non-assignable, non-transferable and for an unlimited period of time. For avoidance of doubt, you are not allowed to use the Free Trial Fonts in any way and for any purpose other than as permitted in this clause 2.

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 Free Trial Fonts, but the rights to use the Free Trial 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 Free Trial Fonts or to create derivative works from the Free Trial Fonts or any their parts, provided, however, that if have chosen, as part of the

purchase of the Free Trial 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 Free Trial Fonts to the extent and in ways permitted by the variable format of such Free Trial Fonts.

You are not allowed to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Free Trial Fonts. You are not allowed to copy the Free Trial Fonts or allow any third party to copy the Free Trial Fonts. You are not authorized to sublicense, assign, sell, lend or lease the Free Trial Fonts or any rights under the license or any parts thereof. You can backup files of the Free Trial Fonts only for your own personal or internal business purposes. Any use of the Free Trial 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 Free Trial 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 Free Trial Fonts to which the damage relates.

6) By downloading, using and installing the Free Trial 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 Free Trial 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 Free Trial Fonts Martin Vácha (CZ Business Identification No. 76179095 (IČO) who uses the brand Displaay for designating his work and business activities.

Version 1.4.2, Feb 2021