

Otherwhere Collective EULA
Font Software End User License Agreement
p1/1

The Terms of this Font Software End User License Agreement ("Agreement", "EULA") will apply between Otherwhere Collective ("Otherwhere", "We", "Us") and the Licensee ("You", "Your") if You download and use Font Software ("Fonts"). If you do not wish to be bound by this EULA, do not access, download and/or install or otherwise use the Font Software.

Please read this Agreement fully before agreeing to be bound by its terms and conditions.

By conducting the payment according to the Sales Receipt or by downloading the Font Software you acknowledge that you have read, understood, and agree to the terms of this agreement.

The License will start on the date stated on the Sales Receipt. There is no geographic limitation to this Agreement.

You accept that the Font Software is non-returnable and non-refundable. If the goods are defective in any way, you agree to inform Otherwhere within 10 (ten) days after the purchase date on the Sales Receipt. If the Font Software does not perform properly the remedy shall be limited to either, at Otherwhere's option, the replacement of the Font Software or the refund of the license fee Licensee paid for the Font Software.

License Grant

You are hereby granted a non-exclusive, non-assignable, non-transferable license to use the Fonts.

Fee is determined by the total number of employees in your company (*not* Font users) declared and paid for at time of purchase and stated in the Sales Receipt. You are required to upgrade Your license if the number of employees in Your company increases.

The licensing fee is a one-off cost for perpetual use of the fonts. There are no recurring fees and no limits on monthly traffic or views.

This license covers use of the Fonts for all of the following media created within, for and/or under the control of the Licensee stated on the Sales Receipt:

Desktop / Print / E-Pubs

The Fonts may be used in any desktop based software to create printed and digital documents, objects, merchandise, and similar things for one (1) brand / Licensee specified on the Sales Receipt. The fonts may be embedded into any static files (such as PDF) and in any rasterized images (such as PNG) which do not permit extraction of the embedded fonts.

Web

The Fonts can be used in WOFF and WOFF2 formats with the @font-face CSS method on one (1) web domain specified on the Sales Receipt. Each additional domain requires an additional license. Text styled with the font can be viewed or printed, but can't be edited by end users to create new output (i.e. personalized or customized products).

Logo / Wordmark

The Fonts may be used to create a logo / wordmark for one (1) brand per license. The font can be converted to outlines and edited in design software.

Email / Digital Marketing

The Fonts can be used in email template communications and / or digital ads for one (1) brand / Licensee stated on the Sales Receipt.

Social Media

The Fonts may be used to create design assets to use on social media channels for one (1) brand / Licensee stated on the Sales Receipt.

Video / Broadcast

The Fonts may be used in animated materials or video files to be displayed, streamed or broadcast, for one (1) brand / Licensee stated on the Sales Receipt.

App / Game / OEM

The Fonts may be embedded in one (1) App, Game or Operating System title specified on the Sales Receipt. A separate license Agreement is required for any additional App, Game or Operating System.

NFT: Without prior consent from Otherwhere, the Font Software may not be used in a NFT (Non Fungible Token) artwork or software. Contact us at info@otherwherelive.com to discuss a specific license for a NFT project.

Font Software Protection

You are obliged to take appropriate actions to make sure the Fonts are only used within the scope defined in this Agreement and not made available to and/or by third parties other than permitted herein.

You must inform Your employees, representatives, and any other parties granted access to the Fonts of the license provisions and ensure their compliance with the terms of this Agreement.

You are obliged to undertake all necessary steps to prevent unauthorized access to the Font Software and to any copies of such.

Transfer of Font Software and/or License

If you're a parent company purchasing Fonts for a subsidiary, the subsidiary must follow this Agreement. If they don't, it's considered a breach by You. If you're a subsidiary, you cannot transfer this license to your parent company. Your parent company must get their own license to use the Fonts.

If You have purchased a license for You and/or Your company to test Fonts for design development on behalf of a client, the client must buy their own license according to their total number of employees as soon as they use or share designs using the Fonts in any context.

You may buy Fonts on behalf of a client under the conditions that it's the correct license for the total number of employees in their company, that the client is registered as the Licensee and you provide them with this EULA and the Sales Receipt. We are not obliged to communicate with Your client: in case of communication needed, You will still be the point of contact.

You may not distribute, lend, lease, rent, sell, sub-license, give away, publicly or privately share any modified or unmodified version of the Font Software, or any copy thereof.

Transferring the License to a third party is not permitted.

The Fonts can be temporarily transferred to a third party who You have engaged to carry out work on Your behalf. The third party must comply with the terms and conditions of this Agreement, and delete the Font Software from their computers upon completion of the engagement. If third parties violate this Agreement, it will be considered a violation by You.

If the third party continues to use the Font Software independently of Your engagement they are required to buy their own specific License from Otherwhere based on the number of employees in their company.

Intellectual Property Rights

You agree that the Font Software is the exclusive property of Otherwhere, and that it is protected by the copyright law and other intellectual and industrial property rights of the United States and of other nations.

You agree that Otherwhere owns all intellectual and industrial property rights, including copyright, design, and trademark rights, in and to the Font Software, its structure, organization, code, and related files. The structure, organization, and code of the Font Software are trade secrets of Otherwhere and You agree to treat them as such.

Compatibility and Usage

You acknowledge that the Fonts have not been developed to meet your individual requirements.

Otherwhere provides Font Software as .otf .woff2 .woff and variable .ttf files.

Variable and OpenType features are tested independently of any application and We do not guarantee that all operating systems, software or browsers support either variable or OpenType font features: please refer to your system/software/browser manuals and FAQ.

Otherwhere do not and cannot warrant the Fonts will work perfectly on all systems, software, applications or technologies and are not responsible for tech and/or design support.

Alterations to Font Software

You may not alter Font Software nor hire a third party to alter

the Font Software for the purpose of adding any functionality that it did not already have when delivered to you by Otherwhere.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise alter the Font Software in any way, including through commissioning a third party to do so. We offer full customization service to all of our fonts, from just a few glyphs to whole families. Please contact Us with your request and we can discuss further.

You may not alter or modify the names of the Fonts in any way, including hiring a third party to do so. If you'd like to change the names, contact Us directly.

Warranty and Liability

Otherwhere do not and cannot warrant for the performance or results You may obtain by using the Font Software. Otherwhere do not take on any liability in this transaction and You use the Fonts at Your own risk.

Otherwhere shall not be liable for any consequential, indirect, incidental, punitive, or special damages, including but not limited to loss of profits, loss or corruption of data or information, or loss of business opportunities or reputation, arising out of or in connection with your use of the Font Software.

The Font Software is provided to you "as-is" without any express or implied warranties of fitness for a particular purpose, merchantability, performance, non-infringement, and the like.

You agree to indemnify, defend and hold Otherwhere harmless from any liability, claim, lawsuit, injury or other loss arising from the fonts, and you acknowledge that we are not liable for any damages, whether direct or indirect, incidental, consequential, or otherwise, even if caused by Us, the Fonts, or the use of the Fonts. If it is determined that we are liable for any reason, our maximum liability shall not exceed the amount of the license fee payment that we received from you.

By using the Fonts, you accept these terms and conditions and release Us from any and all claims, damages, or liability arising out of your use of the Fonts.

The rights and obligations of the parties arising from this contract are based on United States law, even in the event that the exertion or breach of contractual rights takes place in a foreign country.

Termination

Otherwhere has the right to terminate this Agreement and all granted usage rights immediately if Licensee fails to comply with any of the terms of this Agreement, including, but not limited to, failure to deliver data about the total number of employees in Your company. Upon termination, You must immediately stop using and destroy the originals and any copies of the Font Software.

Miscellaneous

From the moment the use of the Fonts is made public by You, Otherwhere is entitled to use Your company's name, as well as other trademarks, websites, images and videos featuring the font-in-use, in a portfolio or case study for marketing reasons.

Otherwhere reserves the right to update this Agreement at any time without prior consent or notice. This Agreement may only be modified by an authorized officer of Otherwhere.

You may not use the Fonts to promote violence, racism, sexism, homophobia or discrimination of any kind.

Any rights that are not specifically given by us in this Agreement are reserved.

If you have any questions please get in touch.

info@otherwherelive.com
http://otherwherelive.com

Otherwhere, LLC
Miami, Florida, USA

Version 1.3
Last Updated November 2023

