

LIFT TYPE — END USER LICENSE AGREEMENT (EULA)

Version 2.0 / Octobre 2020

By downloading, installing or using the font software owned by LIFT TYPE you automatically agree the End User License Agreement (EULA).

INTRODUCTION

This contract governs the use of the typeface and the fonts composing it, as described on the web pages of the LIFT TYPE website.

Our products are not sold, but are licensed to you as end user. This End User License Agreement (EULA) governs the use of digital font as presented on the pages of www.lift-type.fr and/or any LIFT TYPE's catalogs. It is concluded between you (hereinafter: the end user) and LIFT TYPE. By paying, downloading, installing and/or using digital fonts, you confirm that you have read and accepted the terms of this agreement whose terms bind you legally to LIFT TYPE and that you have the legal capacity to contract.

Should you not accept the conditions above and below, do not purchase, access, download and/or install or otherwise use the digital font.

→ **Digital font:** Means a software that includes typeface designs, outlines, glyphs, letters and their digital metrics when used with the appropriate computer and any other data including documentation provided with it.

LICENSES LEVEL

This End User License Agreement (EULA) is customized in 4 (four) different Licenses which rights depend, according to device or medium on which LIFT TYPE typeface is installed or used.

Basic Licenses grant you the rights to use each LIFT TYPE's digital fonts (which runs on Mac OS, Windows or similar) for any use : desktop, website (between 0-50K and 150K views/per month, depending on the option chosen), app (with 0-50K downloads), ePub (with 0-50K downloads).

This license is valid indefinitely, for the maximum number of users specified in its license invoice.

Level 1

One end user (1 computer).

Nominative license for person working independently.

Level 2

Two to Five end users.

Very Small Companies with 2 to 5 computers in the same workplace.

Level 3

Five to Ten end users.

Small Companies with 6 to 10 computers in the same workplace.

Level 4

Ten to Twenty end users.

Companies with 11 to 20 computers in the same workplace.

+ Specific : Over 20 computers and/or End users, over 150K website views/per month, over 50K app downloads, over 50K ePub downloads, or for global branding license, please write to LIFT TYPE by email and explain your needs and we will send you an adapted quotation.

→ **User:** Number of users who are authorized to install, use the digital font on their own computers.

→ **ePub:** electronic publication or digital publication in a downloadable file format that can be read and played on devices such as smartphones, tablets, computers, or e-readers.

→ **App:** Mobile application a computer program designed to run on mobile devices such as smartphones and tablet computers downloadable via mobile platforms.

→ **Company:** Legal entity acting on its own behalf and on behalf of its parent company and/ or its group, as well as on behalf of all its subsidiaries and/ or companies applying the corporate identity guidelines owned by the Company.

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TERMS AND CONDITIONS

Except as expressly provided herein, LIFT TYPE will grant you upon receipt of the full payment a user license defined in your license invoice and concluded, depending your device or media, into for a limited use or for the duration of copyright as defined by international conventions beginning up on the date of acceptance of this contract

GENERAL USE

LIFT TYPE grant you a nonexclusive, non-assignable, non transferable license to use the digital font subject to ail terms and conditions of this EULA for the number of devices(s), or medium(s) owned by the user.

Authorized users may install and use copy of the digital font on up to the permitted number of devices or mediums owned by the user following the specific conditions specified on your authorized user license: see the 4 levels of licenses (include desktop, web, app and ePub) and the specific license description.

The digital font may not be installed or used on a computer or server that can be openly accessed via the Internet or other external network system.

You agree that you will not distribute or disseminate all or any part of the digital font through any online service. For any use included in the “server use”, the appropriate server license must be purchased, in addition of this present End User License. The subscription for any webfont from LIFT TYPE can only be done via a secured service authorized to distribute LIFT TYPE 's Webfonts.

Any LIFT TYPE font converted into webfont is prohibited and not covered by this license.

Any digital file, EPS file, illustration, or anything derived from our digital font must be used according to this original licensing terms and may not be sublicensed, given away, or sold without prior written permission from us.

Any specific licenses, upgrades which may be purchased at www.lift-type.fr or by contacting LIFT TYPE will be required in such and similar cases, but not limited to:

- If the maximum number of users which use the digital font exceeds those set by this EULA (End User License Agreement) as specified into your license invoice.
 - If the number of users who use the digital font are in more than one geographic location.
 - If the number of website viewers, app downloads or ePub downloads, exceeds those specified into your license invoice .
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OWNERSHIP OF THE DIGITAL FONT

→ **French Intellectual Property Code:**
Following but not limited to the Art. L.111-1,
Art. L.112-1, Art. L.112-2.

The digital font described on the pages of www.lift-type.fr and/or any LIFT TYPE's catalogs remains the property of LIFT TYPE and are protected by the French Property Code regardless of the country in which you are operating, by the copyright laws and intellectual property code, by other international treaties.

RULES AND RESTRICTIONS

The end user is authorized to:

- Use the font for personal and commercial works
- Use the font at a single home or business location
- Use the font in a single website with 0-50K views/per month (upgrades and number of views options are available)
- Use the font in a single app with 0-50K downloads (contact us to upgrade)
- Use the font in a single ePub with 0-50K downloads (contact us to upgrade)
- Embedding the font in a PDF and other similar documents.

The end user is not authorized to:

- Use a single glyph of our typeface as a logotype or monogram
- Sell, copy or redistribute the font without our permission
- Give to your clients or collaborators the font files. They has to buy a license too
- Modify, adapt, disassemble, rename, decompile, extract, alter, merge it with other software
- Complete the glyph set, or create derivative works based on our font (contact us for a custom version)
- Convert the font file to an other font formats
- Use more than your level of license. Number of user, website page view, downloads for app and ePub, please contact us to upgrade your license.

BACKUP AND TRANSFER

For the exclusive purpose of data backup, additional backup copies of the digital font can be made. The digital font or documentation may not be resold, rented, leased, sub-licensed or lent to another person or entity. Upon termination of the Agreement, you must destroy the original and any and all copies of the digital font. The unauthorized sharing, lending, renting, sale, or other unauthorized use or misuse of the backup copy is a material breach of this Agreement and will result in the immediate termination of this license. Any transfer to a third partie requires a specific agreement contracted with LIFT TYPE.

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CLIENTS AND THIRD PARTIES

If you purchase your own license as a graphic studio, design or advertising agency, the ultimate end user (your client) should also purchase the corresponding user license for their intended use of the digital font.

If you purchase a user license on behalf of your customer, your client must accept the corresponding workstation or media end user license on www.lift-type.fr before any download and installation of the concerned digital fonts. In addition, any project by you as an agency or studio on behalf of your clients requires you to purchase the corresponding license for your own use even if it's on the behalf of your clients. Any of these cases require the corresponding new license(s) or special upgrade(s) should be purchased at www.lift-type.fr or by contacting us.

The original license does not extend to uses by temporary employees or independent contractors using the desktop license of the digital font. Users licensed are not allowed to send documents to third parties by including the digital font file composing content of the document. Content of any document sent to any third party must be vectorized or embedded inside an image (PNG , JPG, TIFF...) or within a PDF format.

EMBEDDING

→ **Broadcasting Content:** Any image flow and/or film, television, video content for broadcast and/or distribution and/or a projection such as, but not limited to, taking into account technological developments, television, cinema, video, DVD, VOD, Internet, festivals, concerts...

Embedding of the digital font into electronic documents, applications , digital publications, mobile applications, broadcasting content, internet pages or devices is only permitted as a subset of the digital font as long as the document, application or device is distributed in a secure format that enables solely the viewing and printing but not the editing of the text (read-only). Any recipient of an electronic document which permit the use of the digital font for editing must necessarily belong to the corresponding licensed unit.

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The digital font may not be installed or used on any internal or external server from which the digital font can be openly accessed via the Internet or other external or internal network system. Any digital font must be installed on secured server so that none of the remote users can neither have access any of the digital font file, not being able to download the digital font, in any manner.

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LIABILITY AND TERMINATION

The end user commits himself to undertake all necessary steps to prevent unauthorized access to the digital font delivered with your end user license and to any copies of the digital font.

The end user agrees to inform the end user's employees or any person who has access to the digital font to ensure that they shall strictly abide by these terms and conditions described in this end user license agreement. This end user license agreement shall automatically terminate in the event that the end user breaches any term or condition set forth herein.

Despite any termination of this License, LIFT TYPE reserves itself the explicit right to assert any further claims (specifically information, compensation for damages, etc.).

This end user license agreement may only be modified by a writing signed by an authorized representative of LIFT TYPE.

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WARRANTS AND DISCLAIMER

The digital font, is provided "as it is". LIFT TYPE does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the digital font rests upon you. LIFT TYPE does not warrant that the functions contained in the digital font will meet your requirements or error are free. Any implied warranty obligation created by law is valid for a period of thirty days only. You agree that there are no warranties of any kind after the above period.

LIFT TYPE cannot be held responsible for damage caused or supported by the end user and/or third party resulting from a misuse of the digital font. LIFT TYPE reserves the right to amend or modify this End User License Agreement at any time without any prior notice, in order to account for future commercial and technical changes.

For any questions please contact us at : contact@lift-type.fr

The end user expressly acknowledges he has read and understood this End User License Agreement and he agrees to be bound by the EULA.