

End user licence agreement for “nice to type” fonts and font software

This agreement is the End User Licence Agreement (hereinafter “EULA”) between you, the font user (hereinafter “licensee”) and the licensor “nice to type”, owner Gabriel Richter (hereinafter “nice to type”). The typeface offered by “nice to type” and the corresponding font software are protected as personal intellectual creations by copyright law, the statutory provisions of which are deemed to be agreed even if the required level of creation is not achieved. The respective designers remain the owners of the copyrights to the font type and the font software. “nice to type” has been authorised by the designers to transfer the rights of use to the licensee in accordance with the following licence terms & conditions. In purchasing, downloading and/or installing the font software, the licensee, being aware of the present EULA, is deemed to have agreed to these licence terms & conditions.

1 Terminology and definitions

- 1.1 “Typeface” means the respective typeface design licensed from “nice to type”.
- 1.2 “Font” or “font software” means the respective font type in digital form. The characters and symbols of the typeface can be used in conjunction with suitable hardware and software.
- 1.3 “Licensee” is the end user whose name is to be communicated to “nice to type” when purchasing the font.
- 1.4 “End user” means a person or business who personally uses the font and/or for whom a service provider uses the font for the personal use of the person or business.
- 1.5 A “business” means a company that is documented by the same name and legal form. This also includes the different locations of a company.
- 1.6 “Service provider” means a design firm, agency, freelancer, etc. or any other person who uses the fonts for the personal use of another person or business.

2 Granting of licences

- 2.1 “nice to type” grants the licensee a non-exclusive, non-transferable and non-sublicensable licence to use the font purchased by it in accordance with the following terms and conditions (hereinafter “licence”).
- 2.2 The invoice issued by “nice to type” to the end user, together with the proof of transfer of the licence fee (royalties), is deemed to be the licence certificate. In the event of a change of name, legal form and/or address of the licensee, “nice to type” must be informed by email.

3 Licence fee

- 3.1 The licence fees for the respective fonts, which can be viewed on the “nice to type” website, are due once only. They do not constitute a subscription.
- 3.2 The licence fees for students and free trials are waived, see “8 Student licences” and “9 Free-trial licences”.

4 Licence volumes

- 4.1 Licences are purchased as a “Small licence”, “Medium licence” or “Large licence”. The “Small licence” allows use by an individual or a company with 1 - 10 employees. The “Medium licence” allows use by a company with 11 - 150 employees. The “Large licence” allows use by a company with 151 - 500 employees. For a company with more than 500 employees, the licence can be purchased at special conditions after consultation with “nice to type”.
- 4.2 A company whose number of employees increases beyond the licence level acquired in accordance with “4.1” after acquiring the licence must inform “nice to type” by email and, from the time it reaches the next licence level, acquire the licence then in force by paying the corresponding differential amount. Should the number of employees of a company fall below the acquired licence level after the licence has been acquired, “nice to type” will not reimburse the difference.

5 Licensees in cooperation with service providers

- 5.1 The licensee may commission a service provider to use the fonts for the licensee’s media applications. In such cases, the licensee must ensure that the service provider has taken note of the EULA and agrees to the EULA terms and conditions and that the use of the fonts by the service provider remains limited to the order.
- 5.2 The licence is always acquired in the name of the end user of the fonts. A service provider must therefore acquire it for and on behalf of the end user, i.e. it must be authorised by the end user and provide the name of the end user to “nice to type” by stating its name and address. The service provider must ensure that the end user has been made aware of the EULA and agrees to the EULA terms and conditions.

6 Right of use

- 6.2 The licence is granted worldwide and for an unlimited period of time.
- 6.3 The licence permits the download, installation and use of the fonts for the design and creation of analogue and/or digital media.
- 6.4 Fonts are provided in at least two formats: PostScript based OpenType fonts (file extension “.otf”), and web-enabled format WOFF2 (file extension “.woff2”). “nice to type” assumes no responsibility for the licensee being in possession of programs that can read the formats.
- 6.5 Use of the fonts is not bound to the number of computers of the licensee, quantities of the respective documents or the number of times the font is accessed on the web. They may therefore be used without limitation as long as use is restricted to the licensee.
- 6.6 Modification of individual glyphs of the fonts after rasterisation or vectorisation in pixel or vector-based programs is permitted, for example to create individual logos, provided that the fonts themselves and their source code are not modified.
- 6.7 The licence permits embedding in applications, eBooks, PDF formats and/or video games of the licensee. However, embedding must be done securely so that the recipient of the media cannot extract the fonts and use them himself – for example in “read/print-only mode”. If this is not technically possible and within the scope of the project, please contact “nice to type” before licensing.
- 6.8 When using the fonts, a copyright notice stating the name of the font type, the designer and “nice to type” is required wherever possible – for example in the Legal Notice.

7 Non-permissible uses

- 7.1 It is not permitted to make any modifications to the fonts, adapt them independently, decompile, reconvert or disassemble the fonts in any way.
- 7.2 The licensee is not permitted to create its own fonts from rasterised and/or vectorised, modified or unmodified glyphs, or to mix them with existing fonts.
- 7.3 It is not permitted to create other font formats from fonts that already exist or may exist in the future.
- 7.4 It is not permitted to sell and/or transfer the licence, the fonts and/or components of the fonts to third parties in any way whatsoever.
- 7.5 It is not permitted to offer the fonts publicly for free download, to lend them and/or to let them.
- 7.6 It is also not permitted to commission service providers or third parties to carry out modifications and/or the non-permitted uses specified in "7.1" to "7.5".
- 7.7 Integration of the fonts for unlimited self-hosting on websites is only permitted in the web font format WOFF2 (file extension ".woff2") as supplied. The licensee is responsible for ensuring that no other website makes use of the web fonts.
- 7.8 If changes to the fonts, the source code, the creation of a different font format or the creation of an otherwise customised font are required by the licensee, this can be requested from "nice to type".
- 7.9 It is not permitted to use the fonts in a racist or discriminatory context. Furthermore, it is not permitted to use the fonts for projects that violate human and/or animal rights.

8 Student licences

- 8.1 School pupils and students are permitted to use the licence free of royalties for non-commercial school purposes or non-commercial college or university purposes.
- 8.2 The rights of use as licence fee-free fonts expire as soon as pupil or student status is terminated for whatever reason.
- 8.3 The provisions pursuant to "8" with regard to the "Student licence" have priority over the corresponding provisions of the EULA.

9 Free trial licences

- 9.1 For the royalty-free use of the fonts solely for test purposes, which also includes paid and unpaid pitches, "nice to type" provides special trial fonts that have a restricted character set.
- 9.2 Use for testing purposes does not permit publication of the work created with trial fonts – either online or offline.
- 9.3 Distribution of trial fonts is not permitted. In particular, it is not permitted to use the trial fonts in apps, games or other software if such use requires the distribution of the trial fonts within the data/files of the software, thereby enabling external users to copy the fonts.
- 9.4 The provisions pursuant to "9" with regard to "Free trial licences" have priority over the corresponding provisions of the EULA.

10 Warranty & liability

- 10.1 "nice to type" will replace any purchased font that turns out to be faulty. If "nice to type" is unable to replace the defective font, the licence fee paid will be refunded to the licensee.
- 10.2 "nice to type" is only liable in cases of intentional or grossly negligent breach of contractual obligations and for injury to life, limb or health. In other respects, the liability of "nice to type" in any form of negligence is limited to the damage that is foreseeable and typical within the scope of the contract, as well as the amount of the licence fee paid by the licensee. This also applies to the personal liability of employees and vicarious agents of "nice to type".
- 10.3 "nice to type" is not liable in cases where third parties, for example other type designers or foundries, assert their own rights due to the licence being exercised where their rights are infringed by the exercise of the licence. However, "nice to type" assures the licensee that, at the time the licence came into being, it had no knowledge that exercising the licence would infringe the rights of third parties.

11 Termination and damages

- 11.1 If the licensee breaches any of its material obligations under this EULA and does not cease the breach within one month of being required by "nice to type" to comply with the obligations, "nice to type" may terminate the licence at any time for cause without notice.
- 11.2 If the licensee uses the fonts in a manner that is not permitted by the licence acquired by it, "nice to type" may demand a contractual penalty from the licensee (without prejudice to the right of termination under "11.1" and any claims for damages) in the amount of five times the licence fee as defined under "4".

12 Miscellaneous

- 12.1 The EULA supersedes any oral or written agreements between "nice to type" and the licensee.
- 12.2 "nice to type" retains the right to amend the EULA at any time. However, changes will not affect or limit in any way the licences already purchased.
- 12.3 If any provision of the EULA is or becomes invalid, unenforceable or void, or if the EULA contains a loophole, the legal validity of the remaining provisions remains unaffected. In place of the invalid, unenforceable or void provision, a valid provision which comes closest to that intended by "nice to type" and the licensee is deemed to have been agreed.
- 12.4 For all legal disputes arising from and in connection with the EULA, the exclusive jurisdiction of the Regional Court of Fukuoka (Japan) and the application of Japanese law are agreed, and the provisions of the United Nations "Convention on Contracts for the International Sale of Goods" (CISG) are expressly excluded.

13 Contact

If anything is unclear or if you have any questions, please send an email to:
Gabriel Richter
info@nicetotype.jp

