

# END USER LICENSE AGREEMENT

## Introduction and explanation

This contract of use is concluded between Fabian Dornhecker (hereinafter La Bolde Vita and LBV) and the buyer or user (hereinafter licensee) of the font software (hereinafter fonts). All fonts offered and their design are and remain the protected intellectual property of La Bolde Vita. Only the rights for non-exclusive use of the typefaces can be purchased in the context set forth here. Exactly what rights of use will be granted when buying, any fonts will be listed here. By purchasing and using the fonts of La Bolde Vita, the licensee agrees to this license agreement.

We're providing an easy to use and understand all-in-one license, combining desktop and web license. This means you can use the fonts in nearly every printed context and on your website. Where you can not use them is for special digital publishing like Apps or television. Our license sizes range from XS (up to 2 CPUs and 5.000 monthly visitors) to XL (up to 50 CPUs and 250.000 monthly visitors). Any usage beyond that will require an individual offer that can be requested by email to hi@laboldevita.com.

## DO's — Acquired fonts are allowed to ...

- ▶ be installed on as many computers (hereinafter CPUs) as the licensee selected during the ordering process (the standard XS-License allows installation on up to 2 CPUs owned by the licensee). Trial fonts are excluded from this and can be installed without restriction.
- ▶ be self-hosted (through @font-face) on one single website. The maximum unique visitors for the website must not exceed the permitted amount of your selected license size (the standard XS-License allows up to 5.000 unique visitors per month). You are responsible for keeping track of your monthly visitors and for upgrading the license if you have exceeded the license; just drop us a line for it.
- ▶ be passed on temporarily to producers if it is unavoidable, necessary for the production process and if the producers commit themselves to delete all font files after completion of the project.

- ▶ be copied as backup copies if it is ensured that no one except the licensee can access them and that all included notes on copyright and license agreements are included.
- ▶ be used in an unlimited number of printed products; among others, but not exclusively, for posters, flyers, banners, stationary, logotypes, books, magazines, newspapers.
- ▶ be used in unlimited numbers in digital publications, as long as the fonts are securely embedded (ie, that no editing or extraction of the fonts is possible).

## DONT's — Acquired fonts are not allowed to ...

- ▶ passed on, mailed, shared, distributed, sold, leased or otherwise given to third parties. This also includes customers, designers, agencies or clients who use different CPUs than the licensee.
- ▶ be converted into other formats, otherwise modified, copied in whole or in part, adapted or redrawn. This includes opening the fonts with a font software and adding or removing glyphs, styles or effects.
- ▶ be integrated into digital media that allow the fonts to be extracted (for example open PDF files in which the font has not been converted into paths/contours).
- ▶ be used in an unlawful, racist, discriminatory or inhumane context.
- ▶ be used on apps, games, movies, television or streaming services. If required, LBV can be contacted for an individual offer.
- ▶ be used publicly or commercially if they are trial fonts. Trials fonts are for internal testing only and furthermore may not be used in any work.

## Liability and compensation claims

LBV shall in no event be liable for any and all accidental and immediate damages, casualties or losses suffered by the Licensee, its company, employees, customers or partners arising out of the purchase, download, installation or use of the fonts.

The offered fonts are designed for compatibility with modern layout programs. LBV does not guarantee support and full functionality for older software or operating systems. Purchased fonts can not be returned due to their digital nature. However, if the licensee believes that the acquired fonts are faulty or explicitly advertised features do not work as described, LBV will do everything in its power to fix the error or provide an adequate replacement. If, in any way, the license agreements outlined here are violated, LBV may irrevocably terminate the license agreement made. This means that the licensee is immediately prohibited from using the fonts and all stored fonts must be irrevocable and demonstrably deleted. LBV reserves the right to take legal action in the event of unlawful or illegal use of the fonts.

## Closing / Summary

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