Thomas Hirter, Grafiker +41 (0)78 613 33 74   1
Mattenhofstrasse 5   www.olof.ch
CH-3007 Bern   type@olof.ch
Switzerland

End User License Agreement for the Use of Webfonts

TERMS AND CONDITIONS OF USE
OF THE FONT SOFTWARE

This is an agreement between you, the purchaser and licensee (hereafter «you» or «the licensee») and Thomas Hirter, Grafiker (hereafter «the designer»). Read it carefully before completing the installation process and using the digital typeface software («font software» or «font»). By purchasing or downloading or installing or using the font(s) you confirm that you have read, understand and agree to be bound by the terms of this agreement.

A. OWNERSHIP OF PRODUCT AND COPYRIGHT

1. The digital files downloaded to your computer contain font software that is the intellectual property of the font's designer. You have purchased a non-exclusive license which grants you certain rights to use the font(s). It is not an agreement for sale of the font(s) or any portion of it.

2. You agree that the font software is owned by the designer, and its structure, organization and code are confidential information and valuable trade secrets of him. You agree that you treat the font software as you would any other copyrighted material, such as a book, a musical recording, a motion picture, or a work of art to avoid unauthorised distribution of the font software.

3. Except for your right to use the font software granted by this agreement, all other rights are reserved to the designer.

B. PERMISSIONS AND RESTRICTIONS OF USE

1. You may use the fonts only as webfonts, not install them on your computers. For desktop fonts you will need a separate license. Your websites can be viewed either over your local area network or over the internet. The number of unique visitors per month may not exceed the amount specified on your invoice.

2. The desinger gives you a limited, non-exclusive, non-transferable license to use the font software on any domain owned by you or your organization. For web pages on sub-domains whose content is managed by other persons you will need an additional license.

3. You are permitted to make archival copies of the font software for your own purposes only.

4. A copy of the fonts may be provided to a third-party website developer for a defined period of time if absolutely necessary. In this case you have to inform the third-party developer of the terms of this agreement. Once the job is completed, the font software shall immediately be deleted from the company's computers.

5. You may not modify the font software for your own or any other purposes without receiving a written permission from the designer. Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remain with the designer. You are not authorized to distribute, sublicense, lend, sell, lease, publicly or privately share any modified or unmodified version of the font software. The designer does not offer any support for or guarantee the proper functioning of any modified font(s).

C. SPECIFIC LAWFUL USE: SELF-HOSTING AND EMBEDDING OF THE FONT SOFTWARE

1. You are purchasing so-called «self-hosted» fonts that you host on your own server. The fonts may be embedded into your websites using the CSS @font-face technique.

2. You must ensure, by applying reasonable state-of-the-art measures, that other websites cannot access the font software for display (e. g. by preventing hotlinking and blocking direct access to the font software via .htaccess or other web server configurations).

3. Any other way of embedding of the font software is not allowed under this license. You may therefore not embed the font software in any documents, applications or devices (e. g. pdf documents, mobile apps, CD or DVD releases, e-books, etc.) other than your websites. You may not use the font software for other services that are rendering the fonts (e. g. pre-press, plotting, exposing, etc.). If you wish to use the font software for such purposes, you must obtain a separate desktop font licence from the designer.

4. You may not use the fonts to create pixel or vector images such as logos, except for the usage within the websites you are creating. You may however make screenshots as previews of your website design to receive feedback or to show the website in your portfolio.

5. For more detailed information regarding embedding of the font(s) please contact the designer.

D. WARRENTY AND LIABILITY

1. All fonts have been tested on standard Mac OS X-driven computer systems. For a period of 30 days after delivery, the designer warrents that the font software will perform substantially in accordance with the specifications published on www.olof.ch. If you do experience any difficulties the designer will do everything he can to work with you to resolve any issues. The entire and exclusive liability and remedy shall be limited to either, the replacement of the font(s), or the refund of the license fee you paid. Only technical issues are reason for refund, and you have to show clearly that they do

exist and can not be resolved by the designer. The warranty does not apply to any font software converted, manipulated or modified by the licensee.

2. To make a warranty claim, you must return the font software to the designer with a copy of your sales receipt and thereafter delete all your installed font files. You must give notice of such problems in the first 30 days after your purchase. Any such refund terminates your license to use the fonts.

3. The designer makes no warranties, express or implied, as to merchantability, usability for a particular purpose. Without limiting the foregoing, the designer shall in no event be liable to the licensee or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, lost data or lost savings.

4. You agree to indemnify and hold the designer harmless from and against any claims or damage which may result from your breach of this license agreement. Under no circumstances shall the liability exceed the replacement cost of the font software.

E. TERM

The license is effective until terminated. The designer has the right to terminate your license immediately if you fail to comply with any terms of this agreement. In addition, the designer reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the font software and related documentation.

This agreement will be governed by the laws of Switzerland. You acknowledge that you hav read, understood and agreed to be bound by the terms and conditions of this agreement. The courts of Bern, Switzerland shall have jurisdiction.

Please bear in mind that font-piracy is illegal and punishable.