# **Identity Letters**

# **EULA (End User License Agreement)**

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This EULA (End User License Agreement) is a contract between you (Licensee) and Identity Letters (Moritz Kleinsorge).

By downloading and installing (a) typeface(s) from this website, the Licensee automatically agree to accept and respect the EULA.

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By licensing, downloading or installing any of Identity Letters's typefaces, the Licensee receives the right to use the licensed typeface(s), depending on the selected license. The Licensee does not receive the copyright, ownership or design of the typeface(s); all rights remain by Identity Letters.

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The Licensee is not allowed to modify, adapt, translate, reverse engineer, decompile, disassemble the typeface without Identity Letters's prior written consent. The Licensee is allowed to convert the typeface into vectors shapes and modify these shapes as graphic objects.

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This license allows the Licensee to install the typeface(s) on computers/laptops/tablets etc. The licence scope and fees are determined by the number of users working with the licensed typeface(s), not on workstations. The Licensee will find the respective maximum number of users on the sales receipt.

With this license the Licensee is allowed to create graphical designs and products, as long as the letters are not the the main selling point of the Licensees product, e. g. house numbers, stamps, craft templates or punched letters. The Licensee is allowed to embed the fonts in static documents (e.g. PDFs).



#### **Webfont License**

The Webfont License allows the Licensee to upload the typeface on a web server (self-hosted) and embed it into a website using the css @font-face method. The Webfont License is not limited to a maximum number of domains, the Licensee only has to be the owner of the respective domain. The combined pageviews of all domains may not exceed 100.000 pageviews per month.

Any other method than @font-face is not permitted.

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The Licensee is only allowed to provide the typeface(s) to a printer or other prepress facility.

The commercial printer or other prepress facilities must:

- a) agree in written form to use the typeface(s) exclusively for Licensee's work, according to the terms of this  ${\sf EULA}$
- b) retain no copies of the typeface(s) upon completion of the work

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With the Studio License, the Licensee may not embed the typeface(s) into an Application / E-Book / E-Publication; may not install the typeface(s) on a server; may not embed the typeface(s) into hardware (for example: displays of products / devices); may not use the typeface(s) for broadcast (television, cinema, commercials)

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#### **Webfont License**

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Any other method than @font-face is not permitted.



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The Licensee must embed the typeface(s) in a secure way, so that no one may export or use the typeface(s).

#### **Broadcast License**

The Broadcast License allows the Licensee to use the typeface(s) in commercials, movies, television, streaming, etc. with no limits on geographical limitation or coverage.

#### **Third Parties**

The Licensee may provide the typeface(s) to a graphic designer, printer or other service bureau that is working on the Licensees behalf only if they agree to use the typeface(s) exclusively for the Licensees work, agree to the terms of this license, and retain no copies of the typeface(s) after completion of the work.

The Licensee may not provide the typeface(s) or make it accessible to any other third parties.

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With the Publisher License, the Licensee may not install the typeface(s) on a server or may not embed the typeface(s) into hardware (for example: displays of products/devices).

### **Additional Licenses**

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For a Server License, please get in touch with us.

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The Server License is not limited by geography, as long as the server(s) belong(s) to the Licensee.

#### **OEM License**

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The Licensee is allowed to manufacture a device (printer, television panel, phone, computer, desktop software) and embed the licensed typeface(s) as the default typeface within the final product.



# **Limited Liability**

A lot of time, passion and work have taken into all of Identity Letters's available typefaces – optically and technically. Every effort has been taken to produce the typeface(s) to the highest standards, in no circumstance Identity Letters will be liable to the Licensee for any consequential, indirect, incidental, punitive or special damages including any lost profits, lost data or lost savings. All font software installed is done so at the Licensee's risk.

# Miscellaneous

Identity Letters reserves the right to modify and update this License at any time without notice. However, the EULA that was valid at the time of purchase remains valid. It is therefore advisable to download the current EULA when licensing a typeface.

In case a regulation of this contract is invalid in whole or part, the validity of other regulations shall remain unaffected.

# Warranty

Identity Letters warrants that the typeface(s) are free from defects in material and workmanship for 30 days as of the date of purchase. Damaged or defective typeface(s) can be replaced when accompanied by the valid sales receipt within a 30 day period after purchasing.

### **Termination**

This End User License Agreement is effective until terminated. This Agreement will terminate automatically if the Licensee doesn't comply with any term herein. Upon termination, the Licensee must delete all typeface(s) and backups.

# **Jurisdiction**

This Agreement shall be governed by the laws of the Federal Republic of Germany. This Agreement shall not be subject to the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded.

The court of jurisdiction is in Kempen, Germany.

## **Contact**

If you have questions regarding licensing, feel free to contact us via mail (info@identity-letters.com).