

»LAZYDOGS DESKTOP LICENSE«

End User License Agreement for font software (EULA)

This license agreement for font software becomes a legally binding contract between you and the Kai Büschl, Oliver Linke GbR (henceforth referred to as »Lazydogs Typefoundry«), when you download and / or install Lazydogs Typefoundry's font software.

If you refuse to accept these terms and conditions, you are not permitted to download or use the font software. In this case return the font software to Lazydogs Typefoundry.

1. PERMITTED INSTALLATIONS AND USES

Subject to the terms and conditions hereof and upon complete payment of the license fee, the Lazydogs Typefoundry grants to you a perpetual, non-exclusive right to install the font software

- on up to five electronic devices (such as local workstations, laptop computers, notebooks, netbooks, tablets, mobile phones or other programmable devices with a central processing unit)
- or on a single file server for network use with up to five client devices.

All electronic devices must belong to the same company or household purchasing the font. These electronic devices can be connected to any number of output devices, such as screens, printers, plotters, exposure units etc.

Additionally you can store copies of the font software on other storage devices for archival and / or backup purposes, as long as they are not installed on these devices and this license agreement and other documentation is stored with the font software.

This means, that you can work with our fonts on up to five electronic devices. If you need a license for more devices, please contact us for a »multi-user-license« with reduced prices.

2. EXCLUDED USES

This license does not cover the following uses:

- If you want to use our fonts on web pages (using the @font-face selector in CSS files), you need to purchase a separate license. Be aware that none of our licenses covers the use of technologies such as sIFR, Cufón, Typeface.js or others that now exist or may be developed in the future.
- If you want to use our fonts in e-books (epub, Mobipocket, KF8, iBooks or other e-text products that now exist or may be developed in the future), you need to purchase a separate license.
- If you want to embed our font software into other software (rather than documents as described in the paragraph »Embedding«) or operating systems of devices, you need to purchase a special licence.

For the use of our fonts on web pages, in e-books or embedded into your software (OEM), we offer separate license models. Make sure, the selected license covers the use you need.

3. EMBEDDING

Embedding of the font software in PDF documents, Flash documents, and other electronic documents is only permitted in a secured, read-only mode. You must ensure that recipients of electronic documents cannot extract the font software from such documents or use the embedded font software for editing purposes or for the creation of new documents.

You can embed our fonts into closed documents like PDFs.

4. MODIFICATIONS AND DERIVATIVE WORKS

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the font software or the designs included therein, except permitted by a separate written agreement.

Any lettering or type works created by you, which are based upon our font software (the design of lettershapes, spacing, software code or other particular features) are considered derivative works and are the exclusive property of Lazydogs Typefoundry. Such works shall be subject to the terms and conditions of this licence.

Lazydogs Typefoundry shall not be responsible for or required to support unauthorised, modified and / or regenerated software or derivative works.

Don't modify our fonts! If you need special features or alterations, let us know – we'd be happy to help you!

You cannot create fonts that are based on our fonts.

5. PASSING ON / TRANSFERRING

The font software may not be sublicensed, leased, rented, lent, sold or given away to another person or business, apart from a transfer under the conditions indicated below.

To pass on art work / documents with the font software applied, you can supply non-editable files in a PDF format. You are also permitted to convert the applied font software to outline or bitmap images for the purposes of publishing or distributing electronic documents.

If other persons or businesses need to install the fonts on their computers to work with your documents, they will need to purchase a separate licence.

You are obligated to undertake all necessary steps to prevent unauthorized access to the font software and to any copies of such. If you grant access to employees, co-workers or other representatives, you have to specifically inform them of the content and conditions of this license provisions and put said persons under the obligation of compliance with those provisions.

You may only transfer all usage rights as granted through this agreement to another person or business, if you meet the following conditions:

- the transferee must agree to the terms and conditions of this license agreement as a whole. The granted rights must not be transferred partially;
- you pass all relevant data of the font software to the transferee and retain no copies of the font software in whole or part and refrain any further use of it;
- you send an Email to Lazydogs Typefoundry supplying the name and address of the transferee.

If you work with print shops or other business partners, you can only supply your artwork as PDF file. If they need open (editable) files, they need a license of their own.

Make sure, your colleagues know about this license agreement, too.

You can »sell« the font software, but only if the vendee agrees to the 3 conditions listed on the left.

6. OWNERSHIP, COPYRIGHTS AND TRADEMARKS

You acknowledge that the font software underlying these terms and conditions and the designs included therein are the intellectual property of the Lazydogs Typefoundry and / or its several licensors. This shall also include any updates, upgrades, additions, modified versions, and work copies of the font software licensed to you by the Lazydogs Typefoundry. This licence grants you certain limited rights to use the font software only, no ownership rights are granted as a part of this contract herein.

The Lazydogs Typefoundry font software may be protected under domestic and international trademark, design and copyright law. You may, but are not required to name Lazydogs Typefoundry's fonts and ownership in any design or production credits.

You will buy a license to use the fonts, but you don't own the fonts.

7. WARRANTY, LIABILITY, RETURNING AND REPLACING

Lazydogs Typefoundry makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. The functionality of font software is strongly dependent of the application using it and additionally installed software tools. Possible conflicts with installed software may occur and cannot be prevented.

The Lazydogs Typefoundry font software may be returned or replaced only if such malfunctions occur and when accompanied by a valid sales receipt within four weeks after purchase. Statutory warranty is excluded to the extent permitted by law, in Germany limited to one year.

The font software is not manufactured for use in manufacturing control devices or navigation devices or in circumstances that could result in environmental damage or personal injury. Without limiting the foregoing, Lazydogs Typefoundry shall in no event be liable to the licensed user or any other third party for any direct, indirect, consequential or incidental damages to the extent permitted by law, including damages from loss of business profits or savings, business interruption or loss of business information or data, arising out of the use or inability to use the product even if notified in advance. Under no circumstances shall Lazydogs Typefoundry's liability exceed the substitution or replacement cost of the font software, whichever is less, and at the sole discretion of Lazydogs Typefoundry.

8. TERMINATION OF LICENSE

The license may be terminated by Lazydogs Typefoundry for good cause with immediate effect. Lazydogs Typefoundry reserves the explicit right to assert any further claims (specifically information, compensation for damages, etc.).

In the event of termination, you are obligated to delete the original font software and all copies.

9. FINAL PROVISIONS

Any and all disputes arising from, or in connection with, this license are exclusively subject to the law of the Federal Republic of Germany. The license and terms and conditions are based on German law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Munich, Germany.

Changes to these terms and conditions require written form. This also applies to changes to this written form clause. The invalidity or inoperativeness of one or more provisions of these terms and conditions does not affect the validity of the rest of these terms and conditions and the remaining other provisions shall thereby remain unaffected.

10. THANK YOU!

We at Lazydogs Typefoundry thank you for taking the time to read this license agreement to the end. Your support makes our foundry possible.

For further specifications about the individual font software please refer to the respective product specifications, which you find enclosed or on our website.

If you find any malfunctions with our fonts, of course you can return them or ask for fixing or replacement, but only within four weeks after purchase.

We are not liable for any damages, that occur due to or in result of malfunctions of our fonts.

We will try to provide replacement for any defective fonts as quick as possible, but we cannot compensate any losses in consequence of using our fonts.

If you break any provision in this agreement, you may lose the right to use our fonts.

This agreement is based on German law. Place of jurisdiction is Munich.

More at www.lazydogs.de

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