I. DEFINITIONS

1. 'Licence Agreement': By purchasing a Web Font, you receive the right to use the Web Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of a Web Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' is a legally binding contract between you and 'Luzi Type'. It supersedes any prior agreements and negotiations, whether written or verbal.

2. 'Luzi Type' is the Individually owned company of Luzi Gantenbein, located in Brunngasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'. In case your organisation is acquired by (or merges with) another legal entity, you must make Luzi Type aware of this change in advance. The licence can only be transferred to the new legal entity if the new legal entity agrees in writing to all terms of this licence agreement.

4. 'Web Font', 'Font' or 'Fonts' is defined as the design of the Font and the Software that produces a typeface design.

5. 'Website' is defined as a collection of related web pages organised under a single domain.

6. 'Purchase Receipt' means the email you receive as a confirmation for the purchased Web Font (including the downloadable PDF Receipt) and/or the issued invoice.

7. All Font purchases are final, we cannot refund nor swap Font licences.

II. GENERAL TERMS

1. Luzi Type retains ownership in all intellectual property rights and/or holds the respective licences to perform its obligations under this agreement, including but not limited to copyrights in and to the Web Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Web Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. Eventual customisations of the Web Font have to be agreed between the parties. In the absence of a contrary regulation in the individual case, Luzi Type is the owner of all intellectual property rights of the customised software. A licence is granted to you on the terms of the present agreement. Any use not explicitly permitted in this agreement is strictly prohibited.

2. Luzi Type agrees to grant you a licence to use the Web Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Web Font worldwide as long as you respect the terms of the present agreement (see also clause II. 5.). The cost of the licence is a one-time payment; there are no recurring payments.

3. The granted licence is non-exclusive, non-transferable and non-sublicensable. You expressly warrant that you purchase the licence for yourself or – duly authorised - for your organisation. Furthermore, you can order the licence for a client of yours (Licence Holder) if you guarantee (see also checkbox at the checkout page of our shop) that you have to transfer this agreement to your client and that your client accepts this agreement with all obligations. You are furthermore not allowed to lend, resell, lease or assign it to a third party. It may only be used in your organisation, under the present conditions, across all your business locations, but not by third-parties including your clients and self-employed parties working for you but not at your business location. Self-employed third parties working at one of your business locations on your devices count as a part of your organisation. You can use Web Fonts in a non-public development environment controlled by your Organisation and you are allowed to grant access to third parties who develop your Website.

4. You agree to take reasonable measures to protect Web Fonts from access and use by non-authorised persons. If you discover or are aware of any unauthorised access by a non-authorised person third party, you guarantee to inform Luzi Type as soon as possible.

5. In case of a breach of this agreement (including but not limited to non-payment of the licence fee and/or in case of non-permitted use) Luzi Type has the right to terminate the present licence agreement with immediate effect. In this case, your right to use the Web Font ends and you are obliged to stop any use of the Web Fonts immediately, to delete the Web Fonts and to certify in written that no copy remains in your possession or control.

6. The warranty period is 60 days after the receipt of the Fonts. During that period Luzi Type will try everything possible to solve problems, provided that you present the problems in a comprehensible way and that these are technical and not due to improper use of the Web Font. In case the problems cannot be solved, we will refund the purchase price and your Licence will expire. Further claims are expressly excluded.

7. Any liability for minor negligence as well as the liability for associates is deemed void. Under no circumstances will Luzi Type be liable to you or any other party, whether in contract or tort (including negligence) or else, for any indirect loss, consequential, or incidental damage, indirect loss, including lost profit, lost saving, loss of data, or business interruption as a result of the use of or the inability to use the Font even if notified upfront of such possibility.

8. Inquiries can be sent to Luzi Type via email at info@Luzi-Type.ch, our Website is www.Luzi-Type.ch

III. PERMITTED USES

1. A Web Font can be used for styling text on your Website via the CSS @font-face embedding technique. The Web Font is placed on a server which you have sole administrative access to (aside from the owner of the Server).

2. You can use Web Fonts up to the monthly page views stated on your Purchase Receipt. The abbreviation 'k' stands for Thousand, the 'm' stands for Million. A single page view is one request for displaying a page of your Website. If the overall number of monthly page views does exceed the number stated on your Purchase Receipt, you have to inform Luzi Type and you have to buy a Licence upgrade.

3. This Licence grants you the use of a Web Font for any number of domains belonging to your organisation, as long as the overall number of monthly page views does not exceed the number stated on your Purchase Receipt. The use of a Web Font on a Domain from a third party is not permitted.

4. In case your Website produces documents, you have to buy an additional Desktop Licence (your website counts as one computer). Permitted output files of your Website are limited to the following formats: EPS, ePUB, JPG, PNG, GIF, non-editable SVG and non-editable PDF.

5. In addition to the use on your website you can use the Web Fonts also in dynamic web Advertising and Email Marketing as long your licence covers the total number of monthly page views across all your usage.

6. You are allowed to make backups of the Web Fonts. You must keep this backup copy secure so that no third party has access to it.

IV. RESTRICTIONS

1. Under no circumstances can Web Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

2. In case you like to use the Web Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. The use of Web Font on a laptop or workstation computer, or for any uses not expressly permitted in the present Agreement is prohibited. This includes, but is not limited to, the installation of a Web Font on computers, using fonts in Adobe Applications such as InDesign or Illustrator.

4. This Licence expressly prohibits the embedding and inclusion of the Web Font within applications. This includes, but is not limited to, video games and mobile apps. If you like to use the fonts for such purposes, you have to purchase our App Licence.

V. FINAL PROVISIONS

1. Luzi Type and the Licence Holder acknowledge that this Agreement is reasonable, valid and enforceable. However, if individual terms of the Agreement are found to be invalid or unlawful, this shall not affect the validity of the Agreement. In this case, the term in question shall be replaced by a valid term that is commercially equivalent as far as possible.

2. Amendments or supplements to this contract must be adopted in writing.

3. Swiss law shall be exclusively applicable. The provisions of the United Nations Convention on the International Sale of Goods of 11 April 1980 shall not apply. The sole place of jurisdiction is Bern (Switzerland).