

§ ABC C



**END USER
LICENSE AGREEMENT**
(E.U.L.A.)
FOR WEB & EMBEDDING FONTS

By purchasing and downloading font software from alphabeet.at or opening the content of font packages and the font files you agree to the following terms and conditions:

1. FONT LICENSE & USAGE RIGHTS

1.1 *alphabeet* gives you (the end user) a non-exclusive right to use the font software for your personal or business purposes. You not get ownership rights to this font software, but a license for using it according to the limitations of this agreement.

1.2 The font software is licensed as Web- & Embedding Font and limited for installations to use the fonts in webdesign and on one (1) web server / website or connected group of related web pages that are managed by you and which are organized under a particular domain name, including sub-domains.

The font software may be embedded in an app, eBook or other software (limited to 1 application). Irrespective of which mobile platform or device is used, whether the app is made for iOS, Android or Windows phone, or the eBook a PDF, EPUB or KF8 format.

The licensed number of pageviews is 500.000 per month. If your website or embedding purpose at any given time in the future averages more than the licensed number of pageviews, you have to purchase an extended license. „Pageview“ is each request to load a single page of a website. Pageviews must be recorded by a commonly accepted tracking system, such as Google Analytics. *alphabeet* reserves the right to request written copies of the average pageview reporting statistics. Web-fonts are not for the use in desktop applications. To get the permission to use the fonts for print purposes you have to purchase the *desktop license*.

1.3 You may install the font software on a web server together with a website in order to enable web browsers to render the typesetting in webdesign. Please apply reasonable state-of-the-art measures (i.e. the css-rule @font-face) to ensure, that third parties and other websites cannot access the font software for displaying.

1.4 You are not allowed to rent, lease, sublicense, distribute, give away or lend the font software to third parties. You may permanently transfer the font license. In this case the recipient has to accept the terms of this agreement and you have to trash your copies of the font. Please let us know via the *form for transferring font licenses*.

1.5 You may make backup copies for archival purposes, provided that you retain control over these copies. It's permitted to take a copy of the font software to a commercial printer or service provider, to give the third party the opportunity to output and edit a particular document. If the third party uses the font for other purposes than editing your particular document, it has to purchase its own font license. You are responsible that no copies of the font software remain at the provider after the job is finished.

1.6 It's on you to modify typesetting produced by the font software, but only for your personal and internal business use. You are not allowed to distribute or transfer your adaptations. You may not make a customized version of the font and you may not adapt or merge the fonts to create new fonts for resale. You are not allowed to convert the modified font into a printable font such as a TrueType-, Post-Script- or OpenType font. The conditions of this agreement remain to any modifications of the font software.

Further you are not allowed to convert the font software into any other format, such as OTF, TTF or EOT. For using the fonts in other publications than web and for embedding there are the *desktop or embedding licenses*.

1.7 You are responsible for securing the software and making sure that unlicensed copies do not leave your possession.

2. COPYRIGHTS

2.1 The font software granted under this agreement is property of *alphabeet* and in person Florian Kriegner and protected under the laws of the Austrian and other international treaty provisions. Florian Kriegner (alphabeet.at) reserves all copyrights.

2.2 You agree, to credit „*alphabeet.at*“ as the copyright owner of the fonts, and name the font name, if credits for design and production details are listed in portfolios, magazines or comparable other publications.

3. WARRANTY & LIABILITY

3.1 *alphabeet* warrants the function of the font software and offers support for forty (40) days following the receipt of the software. If you want to make a warranty claim, you have to do so within these forty days and return the fonts. The distributor will choose to either replace defective files or refund the license fee. Neither warranty nor technical support are given for any font software converted or modified by the end user.

3.2 *alphabeet* is not responsible for any results the end user gets with the font software and is not liable to the licensed user or any third party for any direct, indirect, consequential or incidental damages. Under no circumstances the liability of *alphabeet* shall exceed the replacement costs of the software.

3.3 *alphabeet* has the right to terminate your license immediately if you fail to comply with any of the terms and conditions of this agreement. If that happens, you have to destroy the original and any copies of the font software as well as the documentation files.

3.4 You are aware that software is never completely faultfree and that the font software may contain errors which can affect functionality.

Thank you for purchasing fonts and font software from alphabeet and enjoy the work with it.

© alphabeet.at 03/2021

Schriftstudio / Font Shop
www.alphabeet.at

RECLAMATION: If the purchased font software doesn't match your expectation, within 40 days following your invoice you may reclaim. Please read the End User License Agreement (E.U.L.A.) to see the requirements for a reclamation.

.....
.....
.....
.....
.....
.....

LIST THE FONTS & INVOICE-NUMBER / ORDER DETAILS

.....

EXPLANATION OF THE PROBLEM:

.....
.....
.....
.....
.....
.....

NAME

COMPANY

.....

ADDRESS / POSTAL CODE / CITY / COUNTRY

.....

E-MAIL / PHONE (CONTACT)

.....

BANK ACCOUNT (FOR REFUND)

.....

Hereby I/we declare, that all data stored with regard to the aforementioned font software are deleted. I/we further assure that I/we have not retained any copies of the font software, either in part or as a whole, and that I/we refrain from any further use.

DATE

SIGNATION

.....

Please prepare the required and necessary copies and send the signed form to:

alphabeet, Schriftstudio
Florian Kriegner

Mail: hello@alphabeet.at
www.alphabeet.at

TRANSFERRING FONT-LICENSES: According to § 1.4 in the End User License Agreement (EULA) for desktop-, web- and embedding fonts, me, the owner of the font software transmit the here named font licenses to the new owner of the font software.

.....
.....
.....
.....
.....

LIST THE FONTS & INVOICE-NUMBER / ORDER DETAILS

.....

NAME COMPANY

ADDRESS / POSTAL CODE / CITY / COUNTRY:
.....

E-MAIL / PHONE (CONTACT):
.....

Hereby I/we declare, that all data stored with regard to the aforementioned font software are transferred to the new owner. I/we further assure that I/we have not retained any copies of the font software, either in part or as a whole, and that I refrain from any further use.

DATE SIGNATION

DECLARATION BY THE NEW OWNER: I/We, the new owner of the font software and license(s) listed above, confirm the End User License Agreement (E.U.L.A.). I/We will use the fonts only according to the terms and conditions written in this agreement and otherwise get in contact for expanding the license.

NAME COMPANY

ADDRESS / POSTAL CODE / CITY / COUNTRY
.....

E-MAIL / PHONE (CONTACT)
.....

DATE SIGNATION

Please prepare the required and necessary copies and send the form from both parties signed to: