



End User License Agreement (EULA)

1. NOTICE TO USER

CAREFULLY READ THIS LICENSE AGREEMENT. BY INSTALLING, COPYING, DOWNLOADING OR USING THE TYPEFACE DESIGN AND/OR THE FONT SOFTWARE YOU AGREE TO THE TERMS OF THE LICENSE AGREEMENT.

The end user license agreement (hereafter referred to as "the Agreement") is made between you, the end-user (hereafter referred to as "licensee") and Stefan Biedermann / DSLFFonts Type Foundry, the licensor (hereafter referred to as "DSLFF").

This agreement sets forth the terms and conditions according to which DSLFF grants to you the right to use the typeface design and the Font Software of DSLFF (both together hereafter also referred to briefly as „Font Software“). The agreement becomes a binding contract especially (i) when you click on the area marked "confirm purchase" or when opening the packaging (zip-file) containing the font files or when downloading the font software or when you accept the agreement by other means or (ii) if you acquire Font Software of DSLFF on storage media. In any case this applies irrespective of whatever means and in which ever file format the font is provided

2. COPYRIGHT

You agree that the typeface design and Font Software of DSLFF is a peculiar intellectual creation of DSLFF. You acknowledge that typeface design and the Font Software of DSLFF is protected under the laws of Austria including the copyright law ("Urheberrechtsgesetz") and other intellectual property rights according to international treaties.

3. GRANT OF LICENSE

Subject to the terms and conditions of this agreement DSLFF grants you a personal, permanent, non-exclusive, non-assignable, non-transferable license to access the Font Software in accordance with the "Types of Use" and "License Models" set out below.

You may purchase a license on behalf of a third party (e.g. your client) provided that the third party who becomes the licensee has expressly authorized you to act on his/her behalf and has read and accepted the Agreement. Please make sure that you correctly enter the details of the third party who becomes the licensee before you complete the order process.

4. TYPES OF USE

A DSLFF license allows the use of the Font Software in the following areas: Desktop/Print, Web, App/E-Book and Broadcast (Broadcasting reserved only for the large license). The Font Software is provided in OTF (OpenType CFF) and WOFF an WOFF2 formats. Other file formats are only available on request and at the discretion of DSLFF.

4.1 DESKTOP/PRINT:

You are allowed to install the Font Software (otf format) on your computer/device.

The scope of use is determined by the number of users, each user may install the Font software (.otf format) on up to 5 computers/devices within the same company/organization. It is not meant that others than the user may use the Font Software on these computers/devices. If you want to upgrade your license to a higher number of users please contact DSLFF. Only the difference to a larger license needs to be paid.

The font files may be embedded in documents such as .pdf, .eps, .psd, as long as they are in a secured read/print-only mode.

If required for a print job, you may send copies of the font files to a professional printer, provided that it is ensured that the font files are not used by the printer for other purposes.

4.2 WEB:

You may embed the Font Software as web fonts in any number of websites by using the css @Font-face-rules. These websites must be owned and under the control of the licensee, and embedding must be in woff or woff2 format only.

The scope of use is determined by the number of page views per month. The number of page views allowed under your license may be spread across multiple website and will be added up.

You must take suitable precautions to ensure that the web fonts cannot be accessed by any other website or unauthorized third parties, if this is technically feasible.

Upon request by DSLFF, you/the licensee must be able to document the number of monthly page views of the websites in a comprehensible manner. If the number of monthly page views exceeds the size of the purchased license, you must upgrade to a correspondingly larger license. To do this, please contact DSLFF. Only the difference to a larger license needs to be paid.

4.3 APP/E-BOOK:

You may embed the Font Software in apps or Electronic Publications/E-books that are owned and under the control of the licensee.

The scope of use is determined by the number of downloads of these Apps/E-Books. The number of downloads allowed under your license may be spread across multiple Apps/E-Books and will be added up.

You must take appropriate technical precautions to ensure that the Font Software cannot be accessed or used outside of the App or E-Book.

You may not use the Font Software in any way that would allow an unlicensed third party to customize its own designs or create static documents, images or graphics for letterform or alphabet-related retail products. (e.g. online design services, print-on-demand services, etc.). If you wish to do so, please contact DSLFF to purchase a specific license suitable for this purpose.

Upon request by DSLFF, you/the licensee must be able to document the number of downloads in a comprehensible manner. If the number of downloads exceeds the size of the purchased license, you must upgrade to a correspondingly larger license. To do this, please contact DSLFF. Only the difference to a larger license needs to be paid.

4.4 BROADCAST:

You may use the Font Software for purposes such as title sequences, credits, subtitles, etc. for broadcasts (live or recorded), regardless of the technical mode of the broadcast and irrespective of how the content is distributed, including but not limited to cinema, television, streaming, etc. (hereinafter referred to as "broadcasting productions").

The scope of use is determined by the number of viewers of your/the licensee's broadcasting productions. The number of viewers allowed under your license may be spread across multiple broadcasting productions and will be added up.

Upon request by DSLFF, you/the licensee must be able to document the number of viewers of all broadcasting productions in a comprehensible manner. If the number of viewers exceeds the size of the purchased license, please contact DSLFF to upgrade to a license with a larger volume. Only the difference to a larger license needs to be paid.

5. LICENSE MODELS

SMALL LICENSE: PRINT+WEB+APP

Desktop/Print: 1 user
Web page views/month: 100.000
App downloads: 1.000
E-Book downloads: 10.000



MEDIUM LICENSE: PRINT+WEB+APP

Desktop/Print: 5 users
Web page views/month: 500.000
App downloads: 5.000
E-Book downloads: 50.000

LARGE LICENSE: PRINT+WEB+APP+BROADCAST

Desktop/Print: 25 users
Web page views/month: 10.000.000
App downloads: 100.000
E-Book downloads: 1.000.000
Broadcast: 2.000.000 viewers

TRIAL LICENSE:

DSL F trial fonts have a limited character set and reduced or no OpenType features, you can download these fonts in otf format free of charge. You are allowed to install the trial fonts software on up to 5 of your computer/devices and use it for testing and evaluation purposes only. You may use the trial fonts to create mock-ups and design proposals for your client. If you want to use the font for a public commercial or non-commercial project, an appropriate license needs to be purchased first.

OTHER LICENSE OPTIONS:

If your intended use of the font software is not covered by the aforementioned license models or you need a larger license, please contact DSL F, so we can create a customized license that fits your needs.

6. LICENSEE'S OBLIGATIONS

You are responsible for and must take all appropriate measures to ensure that the Font Software cannot be used or accessed by any unlicensed third party or the general public.

You are not allowed to transfer the right to use the Font Software as stated in this Agreement or any of your rights hereunder to any other third party.

You are not allowed to modify, adapt, translate, reverse engineer, decompile, disassemble, convert to other file formats or create derivative works of the Font Software in any way and you may not engage any third party to do so without the written permission of DSL F.

If you require any custom adaptations please get in touch. DSL F can create individual font files for you for an additional fee.

You may not use the Font Software or images derived from it as AI training data to generate new typefaces based on it.

You are not allowed to share, rent, reproduce, sell, sublicense or otherwise distribute the Font Software or any copy thereof to any unlicensed third party.

You may not use the Font Software in any way that would allow an unlicensed third party to customize its own designs or create static documents, images or graphics for letterform or alphabet-related retail products. (e.g. online design services, print-on-demand services, etc.). If you wish to do so, please contact DSL F to purchase a specific license suitable for this purpose.

7. TERM / DURATION / TERMINATION:

All licenses are perpetual, but may be terminated by DSL F if the licensee violates the Agreement. DSL F has the right to charge for proper licensing per infringement or according to the actual use of the Font Software.

8. WARRANTY / LIMITATION OF LIABILITY

DSL F Font Software is sold as is, no refunds can be given, even for typeface styles purchased in error.

Although the Font Software is extensively tested in current versions of the most common applications, DSL F assumes no warranty of merchantability or that the Font Software will function properly in all possible applications and environments. The licensee acknowledges that software is never completely error-free and therefore bugs may affect the functionality of the Font Software.

If, apart from the aforementioned limitations, you encounter a verifiable substantial technical problem with the Font Software, DSL F will – within a period of 40 days – either attempt to repair and replace the defective software or return the license fee paid, provided you report the problems in writing within 40 days after purchasing the Font Software.

DSL F 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 ARISING OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE, EVEN IF NOTIFIED IN ADVANCE.

UNDER NO CIRCUMSTANCES SHALL DSL F'S LIABILITY EXCEED THE REPLACEMENT COST OF THE SOFTWARE.

YOU AGREE TO INDEMNIFY DSL F AGAINST ANY CLAIMS FOR DAMAGES ARISING FROM YOUR MISUSE OF THE FONT SOFTWARE OR BREACH OF THIS AGREEMENT.

9. DATA PROTECTION / PRIVACY

DSL F stores customer data solely for the purpose of managing licenses and sales and to be able to grant you access to your customer login. DSL F will not share your data with unauthorized third parties under any circumstances. Since purchases on dsl-fonts.com are processed through our payment partner stripe, DSL F does not have access to your personal credit card information at any time. If you purchase via stripe, you must agree to stripe's terms and conditions, please refer to the relevant details at www.stripe.com.

10. MISCELLANEOUS / JURISDICTION

DSL F reserves the right to refer to the licensee's name as a DSL F customer and to reproduce the licensee's company name, logo and examples of use of the licensed fonts in promotional materials, unless you have specifically requested otherwise in writing.

This Agreement may not be modified or amended except in writing signed by DSL F and the licensee; no other act, document, usage or custom will be deemed to amend or modify this Agreement.

DSL F and the licensee hereby represent and warrant that they have full corporate power and authority to enter into this Agreement without the consent of any other person, organization or entity, that this Agreement represents the valid and binding agreement of DSL F and the licensee enforceable in accordance with its terms.

If any provision contained in this Agreement is or becomes ineffective or is held to be invalid by a competent authority or court having final jurisdiction there over, all other provisions of this Agreement shall remain in full force and effect, and there shall be substituted for the said invalid provision a valid provisions having an economic effect as similar as possible to the original provision.

This Agreement shall be governed by and construed in all respects including any question regarding its existence, validity or termination in accordance with the laws of Austria. DSL F and the licensee disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

The courts of Vienna, Austria, shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

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