

End-User License Agreement (EULA) - 2024

Introduction

Please read this End-User License Agreement carefully before clicking the “I have read and agree to the website terms and conditions” button, purchasing, downloading or using any of the products available on <https://www.fontador.de>

Fontador (Arne Freytag) End User Licence Agreement (EULA) is a binding contract which is concluded between you (end user) and the company (Fontador) by purchasing any of the typefaces created by Arne Freytag and available on <https://www.fontador.de>

Interpretations

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

Agreement: means this End-User license agreement that forms the entire agreement between you and the company regarding the use of the purchased typefaces.

Company: (referred to as either “the company”, “we”, “us” or “our” in this agreement) refers to Arne Freytag (Fontador).

Content: refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Computer (desktop): refers to a device that accepts information (in the form of digitalised data) and manipulates it for some result based on a program, software, or sequence of instructions on how the data is to be processed.

Device: means any device that can access the application such as a computer, a cellphone or a digital tablet.

Digital font (computer font): a digital data file containing a set of graphically related glyphs. A computer font is designed and created using a font editor.

Typeface: refers to a particular set of glyphs or sorts (an alphabet and its corresponding accessories such as numerals and punctuation) that share a common design.

User: person or people who are authorised to install, and use the typeface on their own computers.

You: means the individual purchasing, accessing and/or using the typeface.

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Acknowledgment

By purchasing any typeface of Fontador you are agreeing to be bound by the terms and conditions of this agreement. This agreement is a legal document between you and Fontador and it governs your use of the typefaces made available to you by the company.

The typefaces are licensed, not sold, to you by the company for use strictly in accordance with the terms of this agreement.

Ownership

The intellectual property rights of the typefaces (digital fonts) purchased on Fontador are owned by the supplier. No transfer of ownership of any intellectual property will occur under this EULA.

The typefaces found on www.fontador.de, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Arne Freytag (Fontador).

Licenses

Fontador grants you a non-exclusive, non-transferable license to download, install and use the typefaces strictly in accordance with the terms of this Agreement.

Types of License

There are three types of license (Desktop, Web and App) and variations for each one depending on: the number of users that are going to install the typeface (for Desktop), the monthly page number of views (for Web), the number of apps (for App), the number of titles (Electronic Doc) and the number of impressions (Digital ad). All licenses cover both personal and commercial use.

Desktop:

OTF file formats are provided when purchasing a digital typeface and can be installed and run by design and processing softwares such as word, photoshop, Illustrator or InDesign. The typefaces can be used in any static and animated digital images/videos and in any

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printed or digital applications, designs, and products.

- **1 User:**
The purchased typeface can only be installed in a maximum of 1 computers.
- **2-3 Users:**
The purchased typeface can only be installed in a maximum 2-3 computers.
- **4-7 Users:**
The purchased typeface can only be installed in a maximum 4-7 computers.
- **8-15 Users:**
The purchased typeface can only be installed in a maximum 8-15 computers.
- **16-30 Users:**
The purchased typeface can only be installed in a maximum 16-30 computers.
- **31-50 Users:**
The purchased typeface can only be installed in a maximum 31-50 computers.
- **51-75 Users:**
The purchased typeface can only be installed in a maximum 51-75 computers.
- **76-100 Users:**
The purchased typeface can only be installed in a maximum 76-100 computers.
- **101-150 Users:**
The purchased typeface can only be installed in a maximum 101-150 computers.
- **151-200 Users:**
The purchased typeface can only be installed in a maximum 151-200 computers.

Web:

WOFF and WOFF2 file formats are provided when purchasing a digital typeface and allow the user to perform the typeface in a single and unique website through CSS.

- **Up to 10k page views:**
The website with the purchased typeface can only have a maximum of 10k page views per month.
- **Up to 25k page views:**
The website with the purchased typeface can only have a maximum of 25k page views per month.
- **Up to 100k page views:**

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The website with the purchased typeface can only have a maximum of 100k page views per month.

- Up to 250k page views:
The website with the purchased typeface can only have a maximum of 250k page views per month.
- Up to 500k page views:
The website with the purchased typeface can only have a maximum of 500k page views per month.
- Up to 1 million page views:
The website with the purchased typeface can only have a maximum of 1000k page views per month.
- Up to 1.5 million page views:
The website with the purchased typeface can only have a maximum of 1500k page views per month.
- Up to 2.5 million page views:
The website with the purchased typeface can only have a maximum of 2000k page views per month.

App:

OTF file formats are provided when purchasing a digital typeface and allow the user to perform the typeface in a single and unique application (for example an iOS or Android application, an e-book or a digital game).

- 1 App:
1 app with the purchased typeface.
- 2 Apps:
2 apps with the purchased typeface.
- 3 Apps:
3 apps with the purchased typeface.

Restrictions

This restrictions apply to all typefaces designed by Arne Freytag (Fontador).

You agree not to, and you will not permit others to:

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- License, resell, rent, lease, assign, distribute, transmit, reproduce, disclose or otherwise commercially exploit the typefaces.
- Install the typefaces on any non-secure server that allows viewers to access and download the typefaces.
- Use the typefaces on any ableist, sexist, homophobic, transphobic, racist, xenophobic, or any other discriminating context.

Clients/Third parties

All typefaces available on Fontador must be purchased by the organization (client) that is going to use it on their own project, application or product, and not by any external designer that is developing the design work. By purchasing the license, your company becomes the licensed user of the typeface.

Liability and Warranties

To the maximum extent permitted by applicable law, in no event shall the company (Arne Freytag, Fontador) or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the typefaces, third-party software and/or third-party hardware used with the typefaces, or otherwise in connection with any provision of this agreement), even if the company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

In case of technical issues, please contact us (info@fontador.de) and we will do our best to help you and find the best solution to your issue. In case of inability of resolving these issues due to defective typefaces, you will be entitled to a complete refund within the period of thirty (30) days after your purchase date. You agree that you will not be subject to any warrant or refund after the period of thirty days.

Termination of the EULA (End-User License Agreement)

Any breach of the terms of this agreement by you or any third party will immediately terminate your license and will obligate you to destroy all the copies and prohibit you their further use without any compensation or purchase refund.

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Governing Law

The laws of Germany, excluding its conflicts of law rules, shall govern this agreement and your use of the typefaces. Your use of the typefaces may also be subject to other local, state, national, or international laws.

Contact

Arne Freytag, Fontador

info@fontador.de

www.fontador.de

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