

This End User Licence Agreement for Font Software is a contract between you (the “End User”, “Customer”, “Licensee”) and Lineto GmbH (Lineto). You accept that after payment and download, any Lineto Font Software is non-returnable and non-refundable.

Should the Font Software have any technical defects, you agree to inform Lineto within 30 (thirty) calendar days after downloading, and will be provided with replacement Font Software. Your statutory rights as a consumer are not affected.

Preamble

The following terms and conditions are incorporated into all proposals and serve as the basis for all deliveries and services of Lineto GmbH to the exclusion of any other general terms and conditions of business.

Any user of Lineto.com, any Licensee of Lineto Font Software or other deliverables and any other person or company using Font Software, deliverables, or services of Lineto GmbH is bound to the terms and conditions in this EULA. By buying, ordering, storing, opening, providing access to or using Lineto Font Software, or by using the Lineto.com website you agree to the Terms and Conditions in this EULA.

If the Licensee refuses to accept a contractual obligation through this licence agreement, they are not permitted to download, access, and/or use the Font Software. The Licensee is required to read through the complete licence agreement thoroughly and carefully before agreeing to the conditions specified here.

Article 1 – General Licence Rights

Terms of Clarification 1.01

The Lineto End User Licence Agreement (EULA) is a standard document which forms the basis of all licensing agreements.

The Specific Use Licence (SUL) document overrides the general Lineto EULA in certain points, e.g. user parameters or usage details specific to the End User. Both documents combined together form the entire agreement

“End User” may refer to one or several individual(s) using the Font Software, or to a company, business entity or other corporeal organisation, within which one or multiple users have access to the Font Software.

The typeface and/or the software underlying this contractual agreement are the intellectual property of Lineto GmbH. For reasons of clarity, the term “Font Software” is used for “Font”, “The Typeface”, “The Software”, or any combination thereof.

The term “Font Software” includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software for which the Licensee, i.e. a natural person or legal person, has been granted a licence accordingly.

Ownership 1.02

The Font Software remains and shall remain, now and in the future, the property of Lineto GmbH. Additionally, Lineto GmbH is the sole owner of copyrights and exploitation rights for the Font Software.

The Licensee agrees that the Font Software and documentation, and all copies thereof, are owned by Lineto GmbH. The design, structure, organisation and encoding of the Font Software and documentation are property of Lineto GmbH and/or its suppliers. The Licensee agrees that the Font Software and documentation are protected by Swiss copyright, trademark and design patent laws, as well as copyright and trademark laws of other countries and also by international treaties (regardless of whether the Font Software is registered in the corresponding registry or not).

Copying Software 1.03

With the exception of the points explicitly mentioned within this EULA, copying the Font Software is not permitted.

Any and all copies that the Licensee is permitted to produce on the basis of this agreement, must contain the same copyright, trademark and other property clauses as those on or contained within the Font Software. The Licensee declares not to modify, adapt or translate the encoding of the Font Software, nor reproduce, decompile, disassemble, reverse-engineer, change, modify or otherwise attempt to reveal the source code of the Font Software.

The Licensee also agrees to use the trademarks that are connected to the Font Software accordingly and to accept usage of the trademarks, including the identification of the owner of the respective trademark. These trademarks may only be used for the purpose of identifying the Font Software.

Article 2 – General Usage Rights

Usage 2.01

Upon full payment of the agreed-upon usage fee, Lineto GmbH permits the Licensee the non-exclusive, non-transferable, non-sublicensable right and licence, subject to the terms and conditions of this EULA and the “Specific Use Licence” (SUL).

End Users 2.02

Anyone having access to the Font Software needs to be licenced to do so within a “Specific Use Licence”

(SUL), which defines the agreed usage parameters for the Font Software. Any user must be either in possession of their own SUL for such use, or must be acting within the parameters of a valid SUL of their employer, or of a company entitled to include them in their own SUL.

Procurement	2.03	<p>Lineto GmbH provides Font Software Licencing directly to End Users only and does not offer licences for its Font Software through intermediaries or resellers.</p> <p>Agencies, companies and individuals sourcing and procuring licences on behalf of their clients are fully responsible for the communication to Lineto GmbH of complete and accurate user parameters of their client's intended use of the Font Software, as well as for the supply of comprehensive client information. They must also fully comply with the requirements of Lineto GmbH in any respect. In such cases, the contractual relationship is formed strictly between Lineto GmbH and the actual End User. Procuring parties will be held liable for any non-contractual use by their clients.</p>
Licence Transfer to Third Parties	2.04	Transferring a licence to a third party is not permitted. Any subsidiary company, affiliate company, servicing or production company, design agency, freelancer and/or any other third party carrying out work on behalf of the Licensee and making active use of the Font Software, is required to buy their own, separate licence directly from Lineto GmbH.
Permitted Transfer of Files	2.05	<p>For the exclusive purpose of outputting certain files, the Licensee is permitted to transfer a copy of the Font Software used for creating the relevant file, to commercial printers, pre-press or other service companies, on the condition that there will be no active use of the Font Software (i.e. for text editing, corrections, etc.). In the event of active use of the Font Software, such service companies are required to purchase their own licence.</p> <p>The Licensee is obliged to inform any such commercial printer, pre-press or service company about the content and restrictions of this licence agreement.</p>
Embedded Fonts	2.06	If the Licensee intends to edit or modify a document containing embedded Font Software, a request must be made to Lineto GmbH who are under no obligation to allow such rights. Under certain conditions, Lineto GmbH may permit embedding fonts in editable documents and will then arrange a licence extension for font embedding, subject to an additional fee.
Trial Licence	2.07	<p>Lineto GmbH may grant individual users or companies a Trial Licence for the sole purpose of evaluating the Font Software in the context of their own work. A Trial Licence entitles users to test the Font Software for both print and web/electronic use, and to create test documents, test visuals or test web pages for the purpose of examining the Font Software's aesthetic properties, or for its presentation to clients or other interested parties. Any further internal, external or public use is strictly prohibited, especially the creation and dissemination of visuals of any kind, as is any use for purposes other than testing, evaluation and presentation of the Font Software or its application in prospective use.</p> <p>Test font files, may they be full versions or subsetted versions with limited glyph sets, are protected by the same EULA like their commercial Font Software counterpart, and may not be re-distributed nor made available to anyone by Licencee. Use of the Font Software or the data contained within the test font files also excludes modifying, reassembling, renaming, storing on publicly available servers, redistributing and selling.</p>
Misuse/Unlawful Use	2.08	<p>Use of Font Software owned and/or distributed by Lineto GmbH without valid and/or adequate licencing, constitutes an infringement and is illegal. Lineto GmbH reserves the right to take legal action against any infringer, including anyone actively disseminating the Font Software. Legal action may include action for damages, action for an injunction and criminal proceedings.</p> <p>In addition, use of the Font Software without any valid and/or adequate licencing constitutes an obligation of every infringer (including agencies, companies or individuals acting as procurer) to pay Lineto GmbH a retroactive licence adequate for the documented illegitimate use. Such retroactive licencing is calculated according to the valid licencing tariff of Lineto GmbH, with an additional surcharge of at least 200% of the actual licence fee.</p> <p>Depending on the nature of an offence, the details and graveness of a violation, and the degree of cooperation in clearing the situation with Lineto, Lineto GmbH may add further charges for expenditure, time and effort as well as for legal expenses, and to recover damages.</p>

Article 3 – Specific Usage Rights

Desktop Use	3.01	<p>The basic desktop licence consists of the right to store the Font Software on maximum 5 (five) computers (workstations) and use by maximum 5 (five) employees of 1 (one) single company, business entity, institution only and restricted to 1 (one) single business location stipulated by the Licensee.</p> <p>A desktop licence allows the Licensee to design, produce and edit printable and digital assets, and includes basic publication rights for printed text media such as for print correspondence, books, periodicals, flyers, brochures, etc.</p> <p>Additional licencing may be required for corporate, commercial and/or campaign print use.</p>
Licence Extensions	3.02	Licence extensions are needed for a variety of additional usages, e.g. use by more than 5 (five) employees and/or use at more than 1 (one) separate business location of 1 (one) company/business entity/institution; use in or on websites, apps, online advertising, out-of-home advertising, TV, cinema, social media, streaming video, digital point of sale, merchandise, logos, wordmarks, electronic device displays, business document systems, e-publishing, etc. In the event that any such extensions to the aforementioned desktop licence become necessary, the Licensee is obliged to purchase the appropriate licence extension directly from Lineto.
Use on Websites	3.03	<p>Lineto GmbH provides purpose-made webfont packages for dynamic online rendering on websites. The use of Lineto webfonts on websites requires a licence which is permitted for a specific domain (URL). The licence is calculated according to the number of average monthly page view figures. A web licence includes an additional domain for development purposes.</p> <p>The Licensee is allowed to self-host the provided webfonts on all registered domains and their subdomains, and include them via the @font-face feature. The CSS-file which refers to the webfonts must quote Lineto's disclaimer in unchanged wording.</p>

Lineto GmbH neither collaborates with any cloud-based hosting service nor does it permit the hosting of Lineto Font Software through any such service. Lineto webfonts are provided only for self-hosting.

Use in Apps	3.04	A licence extension is required for the use of Font Software in native apps, web apps, or hybrid apps, on mobile or stationary devices, for example personal computers, smart phones, entertainment systems, game consoles, medical instruments, etc. Licences are calculated according to the number of downloads/installations.
Use in Social Media and Streaming Video	3.05	A licence extension is required for use of the Font Software within static images and streaming video published on social media channels and on website domains.
Use in Online Advertising	3.06	A licence extension is required for use of the Font Software to create and publish online advertising on websites and mobile platforms, such as banners, pop-ups, floating ads, video ads, HTML ads, email newsletters, etc. This licence is an extension to the desktop licence, or in the case of HTML5 ads, an additional web font licence. The webfonts used for HTML ads must be stored together with all other ad content (e.g. static images) on the same ad server location.
Out-of-Home Use	3.07	A licence extension is required for use of the Font Software to create and publish out-of-home advertising, both in printed (OOH, "Out-of-Home") or digital (DOOH, "Digital Out-of-Home") form, such as on billboards, street furniture, moving vehicles, etc. This licence extension covers use within defined territories.
Use for TV & Cinema	3.08	A licence extension is required for use of the Font Software in audiovisual productions for exploitation on all television (such as channel branding, show idents and promotion, TV ads, etc.), in cinema (movies, trailers, cinema ads, etc.), in online and wireless media, video-on-demand (VoD), download-to-own (DTO) and in audio-visual productions stored on static media. Such licencing extension covers use in specific media, within defined geographic territories. For use in streaming video on social media and on websites, see Article 3.06 of this EULA.
Use in Logos and Brand Marks	3.09	For the purpose of creating static/animated logos, word marks, trademarks, taglines, brand claims or slogans, for branding or advertising purposes of a company, product, service, individual, recording artist or band, institution, association, sports club, event, political party, etc., the use of the Font Software, in whole, in parts, or by way of modification of outlines using editing software capable of such modification, is subject to an additional licencing fee for the public exploitation of any such graphic element.
Use on Merchandise	3.10	A licence extension is required for use of the Font Software to print, stamp, emboss, engrave, adorn or otherwise manufacture commercial and/or promotional merchandise such as apparel, accessories, presentation packaging, letterform products/objects, etc.
Use on Digital Point of Sale (POS)	3.11	A licence extension is required for the use of the Font Software for promotional purposes on digital point of sale displays or video screens positioned in retail environments such as retail stores, trade fair stands, indoor public areas, etc.
Use in Electronic Device Displays	3.12	A licence extension is required for the use of the Font Software to create and publish within device displays such as ATMs, ticket machines, dashboards, entertainment products, household appliances, etc.
Use in Electronic Publishing	3.13	A licence extension is required for the use of the Font Software to create and publish eBooks, e-magazines or any digital periodicals, brochures, catalogues, etc., to be read online or offline, on computers, e-readers, tablets, smartphones or any other electronic device.
Use in Business Document Systems	3.14	A licence extension is required for the use of the Font Software for corporate print and digital communications such as Web2Print, Print-on-Demand, brand management portals, retail labelling solutions, ticketing machines, online PDF distribution, online news-editing systems, etc.
Circulation/Publication of PDF Files	3.15	The Licensee may, for personal or internal business use, embed the Font Software in PDF files only when such documents are in "READ-ONLY" mode. A licence extension is required for embedding the Font Software in external business PDF documents (see 3.13 & 3.14 of this EULA).
Use on Servers	3.16	The Licensee may install the Font Software on a single type server for use on a single local area network (LAN), only when the use of such Font Software is limited to those workstations and printers that are part of the licenced unit to which the server is connected. The Font Software may not be installed or used on a server that can be accessed via the internet or other external network system (a system other than LAN), or by workstations which are not part of a licenced unit. Font Software used with a server-based application such as those used in Business Document Systems, require a licence extension for servers (see 3.14 of this EULA).
Political/Religious Use	3.17	Use of the Font Software for the dissemination of words and images for any form of political campaign, for and by Religious Organisations political or politically motivated religious messages (slogans, logos, claims, etc.) or any public use by political parties, political and religious organisations, lobbying institutions, think tanks, action committees, etc. (including use for political branding and/or design purposes) is subject to a prior request to and agreement by Lineto GmbH.
Additional Usage	3.18	Any usage not expressed either in the EULA or SUL, or in any future technologies yet to be invented, may be subject to additional licencing. This also applies to holders of Font Software licences predating such requirement who wish to use the Font Software for such purposes.
Article 4 – Exclusion of Other Usage		
Transfer of Font Software	4.01	Subject to the provisions in subsection 2.05 of this agreement, selling, lending or otherwise transferring the Font Software to third parties is strictly prohibited. In addition, transferring the Font Software to third parties as a component or sub-component of other products, e.g., electronic documents or sublicences, is also strictly prohibited.

Reproduction/ Modification of Font Software	4.02	<p>Subject to the provisions in subsection 4.03 of this agreement, the following is strictly prohibited: any reproduction, adaptation, translation, alteration, or creation of derivative software using any data contained within the Font Software. The Licensee may not reverse engineer, decompile, decrypt, disassemble, nor seek to discover the source code of the Font Software.</p> <p>Modifying the Font Software is prohibited, even in the event that it is necessary for fulfilling personal design requirements. If the Licensee needs to make modifications, consent and permission has to be obtained in writing from Lineto GmbH, which is under no obligation to allow such rights. Non-compliance with this provision voids any and all support rights and warranties granted by Lineto GmbH and represents a violation and breach of this licence agreement and may lead to criminal prosecution. Furthermore, if the Licensee or a third party or parties effect modifications to the Font Software, despite the prohibition against such modifications, Lineto GmbH becomes the owner of that modified data.</p> <p>It is specifically prohibited to change or modify the Font/Trademark names used as identifying tags in the Font Software in any form or manner. If such changes or modifications become necessary, prior written consent must be obtained from Lineto GmbH.</p>
Exceptions	4.03	<p>Exceptions to subsection 4.02 of this agreement are only permitted provided they are essential to obtaining the necessary information for establishing interoperability of the software with other programs, provided this information is neither published nor accessible in any other form, AND if the Licensee is unable to obtain said information from Lineto GmbH directly. In this case, the Licensee shall inform Lineto GmbH in writing which portions of the software the Licensee is seeking to decompile, prior to engaging with such activity.</p>
Article 5 – Warranty and Liability		
Warranty	5.01	<p>Should the Font Software be defective in any way, you agree to inform Lineto GmbH within 30 (thirty) calendar days after downloading or receiving the Font Software and we will provide you with replacement Font Software. Lineto GmbH also allows a 90-day warranty claim period, guaranteeing that the Font Software is essentially free from material defect in accordance with the documentation. To make a warranty claim, the Licensee must inform Lineto within 30 (thirty) calendar days from discovery date and must return the Font Software, including a copy of the sales receipt, to Lineto GmbH within the 90-day warranty claim period after downloading or receiving the Font Software.</p> <p>Should the Font Software not be essentially free from material defect in accordance with the documentation, the entire and exclusive liability and remedy shall be limited at Lineto GmbH's choice, to either the replacement of the Software or the refund of the licence fee that the Licensee prepaid for the Software. The foregoing states the sole and exclusive remedies for Lineto GmbH's or its suppliers' breach of warranty.</p> <p>Software is never completely error-free. The Font Software may therefore contain minor errors which could affect functionality and operation (minor defects). Warranty claims for such minor defects are excluded. Further Lineto GmbH does not and cannot warrant any performance or results the Licensee may obtain by using the Font Software.</p>
Intellectual Property Infringement Indemnification	5.02	<p>Lineto GmbH solely represents and warrants that (a) the Font Software, or its permitted use, does not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party, and (b) Lineto has the right to licence the Font Software to Licensee under the terms of this EULA and the Licensee's SUL.</p>
Limitation of Liability	5.03	<p>Any liability or warranty is excluded to the maximum extent permitted by law. Where liability cannot be wholly excluded due to binding legal provisions, the following applies: Lineto GmbH is liable for damages incurred by the Licensee only to the extent that Lineto GmbH acts in a grossly negligent manner or in the case of intentional misconduct.</p> <p>Lineto GmbH will not be liable for indirect, incidental or consequential damages, lost profits, lost data, lost business opportunity, lost savings or damage to programs or data media, even if Lineto GmbH has been advised of the possibility of such damages. Neither is Lineto GmbH liable for any claim against the Licensee by any third party seeking such damages.</p> <p>Where liability cannot be wholly excluded due to binding legal provisions, in so far as legally feasible, it will be limited to compensation for direct damages up to a maximum of the Licence Fee prepaid by the Licensee in the affected Licence (SUL).</p> <p>The aforementioned limitations of liability also apply to the benefit of Lineto GmbH's employees. Any liability of Lineto GmbH for auxiliary persons is excluded.</p>
Article 6 – Termination of Licencing Agreement		
Termination in Case of Serious Breach	6.01	<p>If the Licensee or one of the Licensee's employees seriously breaches the terms of this agreement, Lineto GmbH has the right to terminate the agreement. In such case, the licence and right of use is terminated with immediate effect. 'Serious breach' means breaches that are of a certain intensity or breaches that are not quickly and easily capable of remedy, e.g. in case of abuse of intellectual property or systematic overuse beyond agreements, against better knowledge, by neglect, or with intent.</p>
Termination in Case of Minor Breach	6.02	<p>In such case that a minor breach is capable of remedy, the Licensee will be advised by Lineto GmbH in writing (e.g. email) detailing the specificity of the breach. 'Minor breach' means breaches of low intensity which are the result of innocent mistakes and capable of remedy, e.g. minor uses of the Font Software beyond the boundaries of the licence parameters set out in the SUL. The parties will (i) revise this agreement to include such use and adjust the usage fee to provide Lineto GmbH a return commensurate with that provided by this agreement, or (ii) the Licensee will cease use within 10 (ten) days and pay Lineto a reasonable fee for the period of the usage (Article 2.07, paragraph 2 of this agreement). If the minor breach has not been rectified to the complete satisfaction of Lineto GmbH within 10 (ten) days of receipt of such notification, Lineto GmbH has the right to terminate the agreement, the licence and the right of use with immediate effect.</p>
Termination Conditions	6.03	<p>In any case of termination, the Licensee's usage rights of the Font Software, guaranteed under this EULA and/or the SUL, shall become immediately null and void and no further use of the Font Software is allowed.</p>

Lineto GmbH reserves the right to pursue legal action and seek financial compensation for damages (in case of overuse, including but not limited to, a retroactive fee calculated according to the valid licencing tariff of Lineto GmbH, with an additional surcharge of at least 200%).

Article 7 –
Confidentiality Obligations

Unauthorised Access to Font Software	7.01	The Licensee is obliged to undertake all necessary steps to prevent unauthorised access to the Font Software and to any copies of such.
Licence Compliance	7.02	The Licensee is obliged to inform employees and representatives, and anyone who is granted access to the Font Software within this licencing agreement, about the content and conditions of the licence provisions for the relevant Font Software and place said employees, representatives, etc. under the obligation of compliance with those provisions and conditions.

Article 8 –
Final Provisions

Agreement Provisions	8.01	<p>This agreement (EULA or SUL & EULA) constitutes the entire agreement between the parties.</p> <p>No further oral agreements have been made on this subject matter. Supplements, modifications or sub-agreements to these provisions must be made in writing. This also applies to cancellation of this written form requirement.</p>
Changes to the EULA	8.02	Lineto reserves the right to modify at any time the terms and conditions of this EULA. Such changes in the EULA are made public through their publication on the website Lineto.com.
Validity of Agreement	8.03	The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.
Disputes	8.04	Any and all disputes arising from, or in connection with this contract, as well as any dispute over the materialisation of this contract, are exclusively subject to the LAW OF SWITZERLAND without regard to any conflict of law principles, and excluding in particular the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law applicable to International Sales of Goods (Den Haag 1955). The rights and obligations of the parties arising from this contract are based on Swiss law, even in the event that the exertion or breach of contractual rights takes place in a foreign country.
Jurisdiction	8.05	Exclusive place of jurisdiction is ZURICH/SWITZERLAND.