kilotype

Web End User License Agreement

Version 1.100

Please read this document carefully, and keep a copy for future reference.

1. Definitions

1.1. *Kilotype* or *Provider* means Kilotype GmbH, [Neckarstr. 26, 55296, Harxheim, Germany].

1.2. *Customer* (also "*Licensee*") means a natural or legal person who concludes the User Contract including this EULA with Kilotype.

1.3. *Font Software* (also "*Fonts*") mean the Fonts, Font Software, and the design of the Fonts embodied therein, as well as any media, printed materials, electronic documentation, Font updates, add-ons, artwork, web services and other material associated with the Fonts.

1.4. *Page View* means the request to load a single HTML file of a web page.

1.5. A *License* refers to the options offered in the online shop to purchase a License to use the Font Software, as well as custom purchasing options that are available on request.

1.6. This *End User License Agreement* (also "*EULA*") governs the license terms between the Customer and Kilotype with respect to the Font Software purchased by the Customer.

1.7. The *User Contract* consists of the applicable EULAs for the respective Font Software, the Terms & Conditions, and the specifications in the ordering process.

2. Conclusion of the Contract

The customer concludes a User Contract with Kilotype by carrying out the purchasing process on the Kilotype websites.

3. Intellectual Property

3.1.   The Font Software as well as the design or other intellectual property embodied therein are the exclusive property of Kilotype. All rights, titles, interests, copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights associated with the Font Software are the exclusive property of Kilotype.

3.2.   Purchasing a license does not grant the Customer any ownership or distribution rights to the Font Software or the design embodied therein.

3.3.   The Customer has no claim to the transfer and use of the source code of the Font Software.

4. Formats

The Font Software will be provided in the following formats: WOFF, WOFF2.

5. Licensing Extent

5.1.   The Customer acquires the non-exclusive, non-sub-licensable right to use the Font Software within the scope selected in the purchasing process.

5.2.   The Font Software is licensed for a specified maximum number of monthly Page Views across an unlimited number of domains owned by the Licensee. The basis for calculating the monthly Page Views is the sum of the Page Views of all domains. The number of Page Views is determined by the Customer upon conclusion of the User Contract within the purchasing process.

5.3.   This EULA permits the perpetual use of the Font Software on a web server owned by the Customer using the @font-face CSS rule.

5.4.   This EULA permits the use of the Font Software in web forms. Any other use that permits editing, including but not limited to templates, customizable designs and/or products, is expressly prohibited.

5.5.   Kilotype does not monitor the Customer's traffic but reserves the right to request statistical reports.

5.6.   Decompiling the Font Software within the scope of § 69e UrhG is permitted.

5.7.   If the agreed scope of services is exceeded permanently (within three consecutive months), the Customer has to inform Kilotype immediately after becoming aware of this. In the aforementioned case, a one-time upgrade fee will be due, which is calculated from the difference between the invoice amount paid for the License scope provided for in the License Agreement and the current License fee for the new License scope.

6. Licensing Restrictions

6.1. The Customer may not use the Font Software for purposes other than those expressly permitted in this EULA. If the Customer wishes to use the Font Software for purposes other than those permitted by this EULA, a separate License must be purchased.

6.2. Embedding or linking techniques other than the @font-face CSS rule, including but not limited to PDF, EPUB, iOS native and/or mobile applications, Android native and/or mobile applications, Windows native and/or mobile applications, Cufón, or sIFR, are expressly prohibited.

6.3. Employing the Fonts in logos, word marks, merchandise, film titles or credits, television, online transmissions, or any other form of (broadcasting) transmission is expressly prohibited and requires an individual License Agreement.

6.4. The Customer agrees to use reasonable efforts to prevent the use of any processes that allows hot-linking, re-serving, or re-directing access to the Font Software, including but not limited to external font hosting services.

6.5. The Customer may not use the Fonts for the benefit of unlicensed third parties, including but not limited to the Customer's customers. If any third party wishes to use the Font Software, the Customer or the third party must purchase a corresponding License.

7. Editing, Modifications

7.1. Any modification of the Font Software by the Customer, or by a third party on the Customer's behalf, for the purpose of creating derivative designs is expressly prohibited. This includes, but is not limited to, converting the Font Software into formats other than those provided by Kilotype. The Customer may not modify, alter, disassemble or reconstruct the Font Software in any way.

7.2. The modification does not require the consent of Kilotype if it is necessary for the intended use of the Font Software including error correction by the Customer. However, the correction of errors will be carried out in accordance with Kilotype's Terms & Conditions.

7.3. Any alteration, removal, obfuscation, or other modification of the name of the Font Software is prohibited. This also applies to trademark rights, copyrights, or other intellectual property rights embodied in the Font Software that are owned by Kilotype or to which Kilotype has rights of use, or that are related to Kilotype.

8. Warranty, Liability

The provisions laid down in the Terms & Conditions shall apply.

9. Final Provisions

9.1. This EULA is subject to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

9.2. Should individual provisions of this EULA, or parts thereof, be invalid or unenforceable, this shall not affect the validity of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid provision which comes as close as possible to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision.

9.3. If the Customer is a merchant, a legal entity under public law or a public special asset, the place of jurisdiction shall be the local competent court at the registered office of Kilotype GmbH.