

The End User License Agreement (EULA)

ART. 1: GENERAL

The guiding principle of this EULA is that you are hereby granted a non-exclusive, non-assignable and non-transferable (except as expressly permitted herein) license to access, embed (in limited ways), or otherwise use the Font Software, for your Personal or Internal Business Use. The granted license is at all times subject to the terms and conditions of the Agreement and its Annexes. D-E-A-L reserves all rights not expressly granted to you in this Agreement. If you want a typeface, design, or font that is exclusively for you or your business, we are happy to work with you outside the framework of the licensing of our products.

ART. 2: PRICES

The applicable prices for the products, services, fonts or font software you wish to license are at all times indicated on the webpages of the relevant platform (as set out in Annex II to the Agreement). Any price indicated will, in principle, be valid until the end of the calendar year, subject to the conditions set out in Annex II. Any licensing agreement between the parties is taken to be extended and renewed automatically every year, unless the parties explicitly express the will not to extend the Agreement. You agree that D-E-A-L reserves the right to set the prices for their products, services, fonts and font software themselves. D-E-A-L has the right to change these prices once per year, any such change taking effect on January 1st of the following year.

ART. 3: USE CASES

The use cases of the licensed fonts and software are restricted to those use cases and categories of uses that you have selected on our webshop / platform and conditions and terms of use stipulated in this EULA and in any applicable derogatory agreement (e.g. Student License, Trial License, Display License, conditions to licensing for small and medium sized companies etc.).

3.1. Desktop/Print

With any of our licenses you can install the fonts and font software on devices of those in your immediate household and your company. D-E-A-L provides you with TTF and OTF formats. There is no limit to the amount of devices or work stations you can install the product, service, font or font software on, unless you are subject to derogatory conditions as set out in the applicable licensing terms and conditions (e.g. Trial License, Student License, Display License, Conditions for small and medium sized companies). It is not allowed to use D-E-A-L products, services, fonts or font software, licensed under a Desktop/Print license, to be used to create digital documents, objects, merchandise, signage, and similar things, or to be used for web purposes. You cannot use the products, services, fonts or font software, partially or entirely, for the design of a logo, a word mark, or a company symbol. If that is the intended use, please, contact us in order to define a quote corresponding to your demand, at hi@adve.tf

3.2. Web/Digital

If applicable, we provide you with declination to use the font on the web. You can use the fonts on one web domain per license with the @font-face CSS method. There's currently no limit to the amount of web traffic, but if you want to use the fonts on another domain you'll have to buy another separate web license. For the integration of the font, you can follow the instructions encoded in the CSS file provided. You can only use the files that we provided you with (which are intended to cover all modern uses). You cannot use or convert these files to be used for print purposes.

ART. 4: RESTRICTIONS

Converting: the products, services, fonts and font software licensed by D-E-A-L are made available for specifically defined purposes. You agree that you do not use the licensed products, services, fonts, or font software for uses, other than those that you have obtained licenses for and do not convert them to suit any such means. Illustration: if you license a font for the use

case Web / Digital, you cannot convert the files for use in print purposes.

Embedding: embedding the Font Software is only allowed in a secure manner which does not allow an End User to access the Font Software outside of the Application. If the Font Software contains information on embedding that indicates that the Font Software can only be used for certain purposes, you are not allowed to change this information in the Font Software.

Alterations to the Font Software: you may not alter the Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you by D-E-A-L.

Transferring the Font Software: transferring the fonts that you license from D-E-A-L to persons, organizations, or devices that fall outside of the scope of the Licensing Agreement is not allowed. This includes (sub-) renting, leasing, licensing or otherwise distributing (copies of) the fonts.

If your rights as a licensee are transferred to another person or legal entity automatically, the transferee accepts and agrees to be bound by all the terms and conditions of the agreements. **Illustration:** you are the founder of design company X and you're licensing our fonts. Brand company Y buys your company. Because Brand Company Y takes the place of Design Company X in all existing legal ties, Brand Company Y becomes the bearer of the responsibilities of licensing our font(s).

Server use: you may install the Fonts on a single file server for use on a local area network ("LAN") within your business or household. The server counts as one (1) User. The number of Users that can access the Fonts on the server must not exceed the number of Users mentioned on your license or licensing conditions.

ART. 5. LIABILITY

You agree that D-E-A-L cannot be hold liable for any damages, or breaches of intellectual property rights, caused by any act of D-E-A-L or its members or any use of licensed products, typefaces, designs, fonts, font software or anything else by D-E-A-L, their clients or contractors. In case applicable legislation bypasses the aforementioned negation of liability, you acknowledge and agree that D-E-A-L excludes any liability for amounts of money larger than the order placed at, or licenses bought from D-E-A-L, its members, clients, agents or middle-men.

ART. 6. WARRANTY & PERFORMANCE

D-E-A-L does not in any way warrant that its licensed products will in all cases substantially perform as outlined in the user documentation in effect at the time of the commencement of this license. D-E-A-L will, however, take reasonable and fair efforts to correct substantial malfunctions occurring from the use of its licensed products, without thereby assuming any liability or responsibility.

D-E-A-L reserves the right to address malfunctions or incorrect use by granting licenses of new versions, new revisions, or temporary versions of the licensed products, be they typefaces, designs, fonts, or font software – all at the discretion of D-E-A-L.

D-E-A-L will in no way be held responsible for the performance of products licensed by D-E-A-L or its collaborators in the event that a licensee or third party fails to provide proof that it licensed the products from D-E-A-L itself or from an authorized source.

D-E-A-L provides licensees with TTF and OTF formats of licensed fonts.

The following situations do not constitute malfunctions or defects in licensed products:

Licensee fails to purchase the font format to meet its needs (e.g. PostScript flavored OpenType font will not work in CAD/CAM);

The Font Software does not work in an isolated application but works in all standard operating systems (current MAC OS or Microsoft OS for desktop computers) and/or software application programs (current Adobe InDesign, Illustrator and similar Creative Suite Applications).

To the greatest extent permitted by law, any implied warranties are effectively excluded.

ART. 7. AUDIT / CHECK OPTIE

You agree that, in case of a reasonable doubt that your, your client, or your company's, Use of the Font Software isn't complying with the Agreements, D-E-A-L or its authorized representative can request proof of compliance with said agreements or any other applicable law or agreement. When such proof of compliance is requested, sufficient proof of compliance will be provided within thirty (30) days of the request, sufficiently proving beyond a reasonable doubt that any and all D-E-A-L fonts and/or Font Software used at the time of the request have been in conformity with all and any applicable laws and license agreements.

ART. 8. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that all typefaces, fonts, font software, and/or anything else you license through our platforms, are the intellectual property of D-E-A-L.

You acknowledge that all typefaces, designs, fonts, and font software that can be licensed are protected to the fullest extent possible and that any and all trademark, copyright, and industrial design rights are owned by D-E-A-L. The licensee agrees that all typefaces and designs are considered to be original D-E-A-L creations, each containing their own creative, original character which showcases D-E-A-L creative labour.

You agree to accept the existence of industrial design rights to the licensed typefaces, designs, fonts, or font software, notwithstanding any actual registration or deposit.

You agree that the names and designs of typefaces are trademark protected by D-E-A-L and you shall refrain from applying existing, or similar, names and designs in ways detrimental to the interests of D-E-A-L. The licensee agrees to be bound by trademark protection rules and regulations with regard to names, designs, and/or designations used by D-E-A-L, regardless of trademark registration or country of residence.

You agree that any product, service, font or font software provided by D-E-A-L or its collaborators is copyright protected by D-E-A-L.