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#### **A. OWNERSHIP OF PRODUCT AND COPYRIGHT**

**A.1.** Our digital typefaces constitute both design and computer software. Your use of these typefaces is subject to the terms outlined in this Agreement.

**A.2.** The digital files downloaded to your computer contain font software. You acknowledge and agree that the font software is owned by the Supplier, and its structure, organization, and code constitute valuable trade secrets of the Supplier.

**A.3.** The intellectual property rights to the design contained within the font software are owned by the Supplier.

**A.3.** By downloading the font software, you are granted a non-exclusive license that confers certain rights to use the font software. This license does not constitute a sale of the font software, its design, or any portion thereof.

**A.5.** All rights not expressly granted under this license are retained by the Supplier.

#### **B. GENERAL LAWFUL USE OF PRODUCT**

**B.1.** You are strictly prohibited from sublicensing, selling, lending, or leasing the font software, except as provided for in section D, «Providing the Font Files to Third Parties.»

**B.2.** Modification, conversion, or renaming of the original font software is prohibited under any circumstance.

**B.3.** Opening the original font software in editing software for the purpose of revealing its structure, organization, or code is strictly prohibited.

**B.4.** You may not use the original font software file to create derivative or modified products or designs, including characters for alphabets and languages not covered by the typeface or designing custom versions of the typeface.

**B.5.** Modification of the design of the characters contained in the font software, even when converted to outlines with the assistance of editing or design software, is strictly prohibited.

**B.6.** Font files labeled as «Trials» are provided solely for testing purposes. Therefore, they cannot be used for commercial or finished projects.

#### **C. SELF-HOSTING AND EMBEDDING: SPECIFIC LAWFUL USE OF PRODUCT**

**C.1.** With the purchase of a web font license, you are granted the right to embed the font software on a specified number of websites, mobile apps, electronic publications, and broadcasting platforms, subject to the conditions outlined below:

**C.2.** Each individual possessing the font software on their computer for use in websites, mobile apps, electronic publications, or broadcasting must hold a valid license for the font software, except as provided for in section D, «Providing the Font Files to Third Parties.»

**C.3.** You are authorized to embed the licensed font software in a secured, read-only mode, with the condition that you secure embedded documents against unauthorized use by any third party.

**C.4.** Embedding the licensed font software for the purpose of allowing third parties to create new documents or designs is strictly prohibited.

**C.5.** Any embedding not explicitly described herein is prohibited. The Supplier may include additional authorized embedding methods in the future.

#### **D. PROVIDING THE FONT FILES TO THIRD PARTIES**

**D.1.** You may, for a defined time period, provide a copy of the font software used for a specific project to a commercial printer, service bureau, or other pre-press facility solely to prepare for printing and print your documents.

**D.2.** You may, for a defined time period, provide a copy of the font software used for a design to the company responsible for coding the website or mobile application, solely to implement the font software into the website or mobile application.

**D.3.** Design and/or editorial work are excluded from this agreement. Your personal license is not transferable to the company or individuals in question, and the font software may be used exclusively to fulfill the work specified in the contract between you and the company. Once the job is completed, the font software shall be deleted from the company's computers.

**D.4.** When providing a copy of the font software, you must provide a full copy of this EULA to the third party and inform them of the terms outlined in this section regarding third parties.

## E. WARRANTY AND LIABILITY

**E.1. Limited Warranty:** For a period of thirty days after delivery, the Supplier warrants that the font software will perform in accordance with the specifications published on its specimen. Your exclusive remedy and the sole liability of the Supplier in connection with this warranty is the repair or replacement of its defective parts. This warranty does not apply to any font software converted, manipulated, or modified by the user.

**E.2. Intellectual Property Warranty:** The Supplier warrants that it has all the rights necessary to enter into this agreement and that the font software does not infringe upon the intellectual property rights of any third party.

**E.3. Disclaimer of Warranties:** Except for the limited warranties set forth in clause E.1., the Supplier makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. The Supplier does not warrant the performance or results you may obtain by using the font software and accepts no liability in this regard.

**E.4. Limitation of Liability:** In no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive, or special damages, including any lost profits, lost data, or lost savings.

## F. MISCELLANEOUS

**F.1. Termination:** This agreement shall automatically terminate upon your failure to comply with its terms. If any part of the EULA is found to be void and unenforceable, it will not affect the validity of the remaining provisions, which shall remain valid and enforceable. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties agree that this EULA will be governed by the laws of Switzerland.

**F.2. Language:** The EULA has been drafted in the English language, and the parties agree that the English version shall govern.

**F.3. Updates:** If any updates are made to a font, you will be notified by email and requested to use the corrected version for future use.

**YOU ACKNOWLEDGE THAT YOU HAVE READ,  
UNDERSTOOD, AND AGREED TO BE BOUND BY THE  
TERMS AND CONDITIONS OF THIS AGREEMENT.**

## G. TYPES OF LICENSES

**G.1. Desktop License:** This license is for desktop use, allowing you to design, produce, and edit printable and digital products. It covers the use of the fonts for printed matter, such as books, periodicals, brochures, flyers, etc., and all implementations where the font is converted to a vector graphic or image in the final production.

**G.2. Web License:** With a web license, you can use the fonts on one web domain using the @font-face CSS method, with no limit on web traffic. If you wish to use the fonts on another domain, you must purchase a separate web license. Only WOFF and WOFF2 files may be used. Refer to section C. for embedding font usage.

**G.3. Logo License:** A logo license permits you to use the fonts to create a logo or wordmark for one brand/client. If you require the font for another brand, you must purchase another license. You are allowed to convert the font to outlines and share it with other parties within the context of use of the defined logo.

**G.4. App/Video Games License:** An app/video games license allows you to embed the fonts into one app (which could be a mobile app, web app, digital point of sale system, etc.) or video game. Refer to section C. for embedding font usage. If you wish to use the fonts for another app or game, you must purchase another separate app/video games license.

**G.5. Social Media License:** A social media license permits you to use the fonts on social media platforms for personal or commercial purposes, including but not limited to posts, stories, advertisements, and profile branding. Each social media account or profile where the fonts are used requires a separate license. Redistribution or sharing of font files is strictly prohibited under this license. Please refer to section C. for embedding font usage.

## H. INDEMNIFICATION

In the event of a breach of the obligations arising from this EULA, you shall defend the Supplier (including its managers, directors, employees, and agents) against any third-party claims and hold the Supplier free from any damages, claims, or indemnity and costs (including attorney's fees and judicial costs), whether direct or indirect, incurred by the Supplier in this context. You shall be held solely liable for any such damages, claims, or indemnity and costs.

## I. INTELLECTUAL PROPERTY

**I.1. Ownership:** Maël Bächtold Studio retains exclusive ownership, title, and interest, and all associated intellectual property rights related to the Font. The authorization granted to you under this Agreement does not transfer to you any of these rights, either in whole or in part.

**I.2. Control:** Under no circumstances may you act as the owner of the digital file provided by Maël Bächtold Studio. Physical control of the file is granted solely to allow you to enjoy the limited rights granted and subject to the authorization given.