

# End User Licence Agreement

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## Definitions

This End User Licence Agreement (the “Agreement”) is an agreement between Licensee (“You”) and Jitka Janečková (“Obrysy”). This Agreement specifies the terms of use of the Font Software and the design of the Fonts contained therein (“Font Software”).

You agree with this Agreement by purchasing, downloading or installing the Font Software. If You do not agree with this Agreement, do not purchase, download, install, use and access the Font Software.

For the purposes of this License, “Font Software” is defined as the design of the Fonts together with the Software which, generates typeface and typographic designs. The Font Software also includes all bitmap representations of typeface and typographic designs created or derived from the Font Software.

Upon payment via Obrysy website You receive a non-exclusive perpetual Licence to use the Font Software. The font data remains an intellectual property of Obrysy.

## Licensing Options

### 1. Basic Licence

- You choose the size of the Basic Licence according the size of Your company. Basic Licence entitles You to use the Font Software for desktop publishing (logo, book setting, print, digital adds, social media ads, static graphic output, motion graphic), use the Font Software on the website and embed the Font Software as part of a digital document meant for distribution, such as e-book or PDF. Basic Licence provides You with font files for desktop publishing (static format OTF and/or Variable font TTFVar) and web fonts (static formats WOFF, WOFF2, TTF and/or Variable font TTFVar)
- You can install the Font Software on operating systems such as Windows, Mac OS, Linux, etc. You can use Font Software in graphic software such as Adobe applications, Corel, Affinity, Canva and other graphic tools, text editing tools such as MS Word, Libre Office, etc. You can export PDFs, e-books and other files meant for e-publishing. You can embed the Font Software on a website using @font-face rule. The installation of the Font Software is limited to a specified number of computers/devices within one organisation, a specified number of site visits/month and a specified number of downloaded files.
- Basic Licence is perpetual.

### 2. Trial License

- Trial Licence entitles You to use Font Software for testing purposes and unpublished student work only. Trial Font Software installation is limited to 3 devices. You cannot use Font Software on the web or digital media applications.
- Trial Font Software include all family styles with limited glyph set (basic latin uppercase + lowercase + lining figures + basic punctuation). Trial fonts are provided in desktop (OTF) format including kerning and no layout features.

## Restrictions Of Use

You are not permitted to sell, distribute or make the Font Software available to any third party.

You are not allowed to permit others to license, sell, rent, lease, assign, distribute, transmit, host, out-source, disclose or otherwise commercially benefit from the Font Software.

You are not permitted to generate web versions of the Font Software using font converting tools and/or font editing tools or third part.

You are permitted to make copies of the Font Software for Your own archival purposes or archiving within Your organisation.

You are not permitted to generate another font software using any data or design elements of the original Font Software. You are not permitted to modify, recreate, reverse engineer or extend Font Software.

Please get in touch with Obrysy if You want to make custom changes or editions to the Font Software.

This Agreement does not comprise Font Software use for television broadcasts, titles, and inscriptions of film and TV materials, including Netflix, HBO, etc., embedding in operation systems, embedding in video games software, e.g. PlayStation, Xbox, Nintendo, etc.

This Agreement does not comprise Font Software embedding as part of a software application or game for example iPad, iPhone, Android app/game, etc.

This Agreement does not comprise Font Software use on Your server or allowing Your customers to use installed font for creating personal products.

If You wish to use Font Software in restricted areas, please get in touch with Obrysy.

## **Liability**

You are entitled to claim exchange of the Font Software if defective.

Obrysy is not liable for damages or losses incurred by Your inability to use the Font Software in compatible digital environment.

Liability of Obrysy does not exceed the Font Software substitution under no circumstances.

## **Final Provisions**

Obrysy claim to modify this Agreement as well as the Font Software at any time with or without prior notice. This Agreement shall remain in effect until terminated by Obrysy.

This Licence Agreement is subject to Czech Law. The competent court for disputes arising out of this Licence is the territorially and subject-matter corresponding in the Czech Republic.

By downloading and/or installing the Font Software, You have agreed to be bound by the terms and conditions of Obrysy Licence Agreement.

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Obrysy

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