

# End-User License Agreement (EULA) - Arthur Schwarz

Version 1.3 issued in June 2023, future editions subject to change.

## 1. Intro

• This Agreement is between “you” and Arthur Schwarz, whose Website is [www.arthurschwarz.ch](http://www.arthurschwarz.ch).

• “You” can refer to the “Buyer,” the “License Owner,” or any “Subcontractors” interchangeably. For example, “you” could be the “Buyer” and “License Owner,” but not a “Subcontractor,” or “you” could be the “Buyer” and a “Subcontractor” but not the “License Owner.” Each client that the designer works with will require a separate license, where the client becomes the “License Owner” and the designer becomes a “Subcontractor.”

• By purchasing, or downloading, or uploading, or sending, or installing, or using, or handling the digital typeface software (referred to as “Font” or “Fonts”), you are agreeing to the terms of this Agreement. By agreeing to these terms, you confirm that you have comprehended and will adhere to them.

• This Agreement takes the place of and overrides any prior verbal or written suggestions or Agreements made between you and Arthur Schwarz. It can only be modified if we agree in writing.

• When you purchase the Fonts, you are acquiring a non-exclusive, non-transferable, perpetual, and worldwide license to use them as defined in this Agreement. However, you are not acquiring the copyright to the design or any other component of the Fonts. The copyright belongs to the original designer and will remain theirs, even if Arthur Schwarz has customized the Fonts.

• Provided that full payment of all fees has been received and the “License Owner,” any “Subcontractors,” and the “Buyer” have agreed to comply with the terms of the contract, we grant the “License Owner” a non-transferable, non-assignable, and non-exclusive license to use the Fonts for the purposes specified in this contract.

• We will deliver the Fonts after we have received full payment. The Fonts folders are sent as zip file archives.

• Ownership of the Fonts and all associated components remains with us, and any rights not explicitly granted by us in this contract are reserved.

• This contract is governed by Swiss law, with exclusive jurisdiction in Geneva, Switzerland. Any legal disputes or proceedings will take place in Geneva, Switzerland. This contract is not subject to either the “United Nations Convention on Contracts for the International Sale of Goods” or the “United Nations Convention on the Law Applicable to International Sales of Goods” or any conflict of law principles.

• You are responsible for any taxes that arise in your country, including any withholding taxes. We will not be obligated to pay such taxes, and they will not be deducted from your payments to us.

• Sales are final. Our Fonts are non-returnable and non-refundable.

• If any part of this contract is unenforceable, the rest remains valid, and the unenforceable portion will be replaced by the closest possible term that is enforceable.

## 2. How it works

The only metric that matters for licensing our Fonts is the size of the client’s company. That means the total number of employees of the company. It includes tem-

porary staff (contract workers, seasonal employees, interns, and employees hired through staffing agencies). This metric determines the “Company Size.”

• Each Font license includes one “Subcontractor” by default. This allows the “License Owner” to authorize a single third party, such as an external designer, developer, producer, marketer, or other relevant party, to use the Fonts on their behalf. To allow other a third party to use the Fonts, the “License Owner” must purchase a Third Party License. This license grants permission to authorize a third party to use the Fonts on their behalf.

• For instance, a designer uses our Fonts to create designs for their client. The license cost is contingent upon the size of client’s company, which is ascertained by the total number of its employees. In this context, the client’s company shall be regarded as the “License Owner,” whereas the designer shall be deemed a “Subcontractor” who is who is creating designs for the “License Owner.” The “Buyer” is the person who purchases the license, which could be the designer, the “License Owner,” or anyone else involved in the transaction.

## 3. Licenses categories

• Our Fonts are used across various media and in different ways. We have a range of licenses to accommodate these needs. The type of license you have purchased will be indicated on your invoice.

• In case the “License Owner” exceeds the “Company Size” stated in the “License Metrics” section of your invoice, you will need to purchase a license upgrade.

• The license fees are one-time payments. There is no subscription fees.

• The duration for every license is either permanent or has a specified duration.

- If license has a specified duration, the term is automatically renewed, unless Arthur Schwarz is given notice by “you” one month before the end of the initial or any subsequent term. All uses permitted herein must be discontinued by the term expiration date, subject to all of the provisions of this Agreement unless new Addenda covering a future time period are granted.
- The duration for the license you have purchased will be indicated on your invoice.

## 4. Licenses

### Print:

- A desktop/print license allows “you” to store the Fonts on devices from a single company.
- The desktop/print license permits “you” to create and edit printable and digital assets, as well as providing basic publication rights for printed text media, such as books, periodicals, flyers, brochures, and print correspondence.
- Additional licensing may be required for corporate, commercial and/or campaign print use.

### Social Media:

- The Social Media license allows the use of our Fonts to design and publish digital graphics, static images for a single brand, on various social media platforms such as Facebook, Instagram, Snapchat, TikTok, Twitter, Youtube, and others. These may include organic posts, as well as paid-for, promoted, or sponsored content.
- If you intend to create video content for social media, then you will need to purchase a Video license as well.

### Web:

- A web license allows the use of our Fonts on a single web domain through the @font-face CSS method. There are no limitations on web traffic.
- If you intend to use the Fonts on another domain, you

will need to purchase an additional Web license.

- Only the WOFF and WOFF2 files we provided may be used, not desktop Fonts like OTF or TTF.
- Arthur Schwarz does not work with cloud-based hosting services or allow the Fonts to be hosted through such services. The Fonts are provided only for self-hosting purposes.

### Logo:

- A logo license permits the use of our Fonts to create a logo/wordmark for a single brand. The logo created under this license can't be used, without an additional license for which the logo is going to be used for.
- If you intend to use the Fonts to create a logo/wordmark for another brand, an other logo license must be purchased.
- It is allowed to convert the Font to outlines in design software and edit those outlines.

### App/Game:

- The license allows the embedding of our Fonts into a single app, such as a mobile app, web app, digital point of sale system (digital point-of-sale displays, in-store advertising, retail stores, and public indoor displays), or video game.
- The license is for a single app or game. If you intend to use the Fonts in another app or game, a separate App/Game license must be purchased.

### Video:

- This license allows the use of our Fonts for audio-visual, video and film content in various media such as streaming, motion graphics, public or private broadcasting.
- This license is necessary if you plan to create video content for platforms like YouTube, Netflix, and video billboards.

- If you intend to create video content for social media, both a Video license and a Social Media license are required.

### Product/Merchandising:

- This license allows the use of our Fonts for manufacturing commercial and/or promotional merchandise such as apparel, accessories, presentation packaging, letterform products/objects, as well as for use in product packaging, labels, promotional or commercial goods, and textile products and accessories.

### Signage

- The license allows the use of our Fonts within a specific geographical area, encompassing various settings such as buildings, exhibitions, events, conferences, congresses, or festivals. The usage extends to both digital and analog signage, as well as environmental graphics.

### Third Party:

- This license permits the License Owner to authorize a single third party to use the Fonts on their behalf. If the License Owner wishes to authorize additional third parties to use the Fonts, they must purchase an additional license.

### Trial:

- Trial Fonts are restricted to testing and pitching purposes only.
- Commercial use, self-promotion, or any form of publication, whether in print or digital media, is strictly prohibited.

### Student/Education:

- Under a Student/Education license, our Fonts are allowed to be used in personal projects during student's academic studies only.
- Commercial use, self-promotion, or any form of pu-

blication, whether in print or digital media, is strictly prohibited.

## 5. Restrictions:

- Converting the Fonts to any format is not allowed.
- Embedding the Fonts in a way that end-users can access them is not allowed.
- Except as explicitly permitted by this license, it is not allowed to copy, transfer, market, hire, sub-license, distribute, loan, lease, sell, give, lend, or share in public or private any altered or unaltered version of the Fonts.
- It is prohibited to use the Fonts for non-fungible tokens (NFTs).
- It is prohibited to use the Fonts for the purpose of creating a modified or derivative product or design. This includes the creation of new characters for alphabets and languages that are not already included in the Font, as well as designing a customized version of the Font.
- Modifying, reverse-engineering, decompiling, or disassembling the Fonts is not allowed.
- Personalising Font names in any manner is not allowed.
- Placing the Fonts on public servers or in public repositories is not allowed.
- Sharing the Fonts with third parties is not allowed unless you buy a Third Party license.

## 6. Breach of contract

•If you violate this contract, all of your rights automatically terminate, and you must discontinue using the Fonts. Furthermore, you will be responsible for any costs we incur, such as legal fees, investigation expenses, and legal settlements, in addition to any legal recourse we pursue.

•In the event that you are notified by us or otherwise become aware of a violation of this Agreement, you must take corrective action within 14 calendar days to remedy the situation. Failure to do so will result in the immediate termination of the Agreement. Please note that any uncorrected breach of the terms and conditions of this Agreement will result in the revocation of your license to use the Fonts.

•Upon termination of this Agreement, you are required to promptly destroy all copies of the Fonts in your possession, including any archival copies, and provide certification of the destruction to Arthur Schwarz.

•Violation of the terms and conditions of this EULA will result in a penalty payment equal to half of the total amount of the relevant license, with a minimum penalty of 5'000.00 CHF. If you have used the Fonts without first obtaining a license, the full cost of the license will be added to the penalty payment.

•The Buyer, the License Owner, or any Subcontractors is responsible for all costs related to any dispute or violation of this Agreement. In case of a dispute or violation of this EULA, you shall reimburse Arthur Schwarz for all costs incurred.

•Any payments relating to a breach of contract, including but not limited to penalties, licensing costs, and legal costs, are due within 7 calendar days from our sending of such invoices to you by email or otherwise.

## 7. Warranties:

•We provide Fonts on an “as-is” basis, without any express or implied warranties or representations, such as fitness for a particular purpose, merchantability, performance, non-infringement, etc.

## 8. Indemnification:

•You agree to indemnify and hold Arthur Schwarz har-

mless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

## 9. Liability:

•Under no circumstances shall Arthur Schwarz be held liable to you or any other third party for any direct, indirect, consequential, or incidental damages resulting from the use or inability to use the Fonts, even if given prior notice.

•In the event that we are legally required to listen (for example, if a court or judge demands), and it is determined that we are liable, our liability will be limited to a refund of the license fee received, and you will be responsible for the rest.

•Although we use modern technology to create and thoroughly test our Fonts, we cannot guarantee that they will function flawlessly on all outdated systems or with all cutting-edge technologies. If you experience any issues, please contact us at [contact@arthurschwarz.ch](mailto:contact@arthurschwarz.ch).

•In the event of any adverse or burdensome occurrence (such as a legal claim, lawsuit, injury, etc.) that involves us or the Fonts, you agree to defend us and ensure that such an event does not result in any loss or damage to us. You acknowledge that we are not liable, even if the Fonts, their use, or any damage was caused by us.

## 10. Communication:

As soon as you make the use of the license public in any manner, Arthur Schwarz is authorized to utilize your company's name, along with other trademarks, images, and videos of the usage, solely for promotional purposes. However, if you do not wish to grant Arthur Schwarz this privilege, you may signify your dissent by emailing us at [contact@arthurschwarz.ch](mailto:contact@arthurschwarz.ch) within a pe-

riod of 7 calendar days before or after your purchase date.

### **11. Miscellaneous:**

·If Arthur Schwarz so requests, “you” are required to provide complete and accurate answers to questions regarding the equipment on which the Font is installed and the uses to which the Font has been put. This request may be made at any time during the term of the Agreement. Additionally, with at least twenty days’ notice, Arthur Schwarz or a third party designated by Arthur Schwarz may inspect “your” records and equipment to verify compliance with the terms of the Agreement. During the inspection, all information obtained will be kept confidential, except as reasonably necessary to enforce the Agreement.

·Arthur Schwarz may modify or amend this Agreement without prior notice, particularly in response to technical developments that may render any provisions obsolete or incomplete.