

END USER LICENSE AGREEMENT (hereinafter referred to as: "EULA")
Terms and Conditions of Use

1. USER LICENSE

Upon acceptance of this EULA or by downloading and/or installing the TYPE.XYZ.CH products (hereinafter referred to as the "Software"), the End User agrees to the terms and conditions hereunder and to the grant by TYPE.XYZ.CH, Alexander Meyer, Switzerland, (hereinafter referred to as "TYPE.XYZ.CH") of a non-exclusive and non transferable license to install the Software on the number of computers (hereinafter referred to as the "Licensed Units"), which is specified in the End User's order, within the End User's premises situated at a single location, that are also designated in the End User's order.

As used herein, "Licensed Fonts" shall mean the typefaces that are generated by the use of the Software when used with the appropriate hardware and other software.

As used herein, "End User" means a retail customer who has purchased a license to use the Software and the Licensed Fonts. An End User is not a distributor, reseller, dealer, sub licensee, original equipment manufacturer, or other wholesale buyer.

2. RESTRICTIONS OF USE

The End User hereby undertakes not to copy, rename, resell, redistribute, transfer by any technical means to third parties, modify in any way the Software and/or the Licensed Fonts or tamper with the original drawings contained in the downloaded files. Any use of the Software or of the Licensed Fonts that is not covered by this Agreement or by a specific written agreement may be considered a breach of applicable laws and shall be prosecuted accordingly.

The End User further undertakes not to use the trademarks and/or the names of the Licensed Fonts to identify any products or services that are similar or identical to the Software or to the Licensed Fonts.

Except as otherwise stated hereunder, the End User undertakes not to embed the Software or the Licensed Fonts into electronic documents or Internet pages.

Artworks derived from the Software or the Licensed Fonts, including but not limited to, EPS files or other electronic works, must be used according to the terms and conditions of this Agreement.

2.1. EMBEDDING

In order to transfer digital files over private computer networks, the End User will be entitled to embed the Licensed Fonts in a secured read-only mode, subject to the following restrictions: the End User shall secure Embedded Documents against any unauthorized use by any third party, as extracting the Software or using the Embedded Licensed Fonts for editing purposes or the creation of a new document.

The EULA does entitle under no circumstances the End User to broadcast digital documents with embedded Licensed Fonts over computer networks, including but not limited to publicly accessible Internet pages, CD-Roms, DVDs, video games or other multimedia items.

2.2. NON-EMBEDDED DIGITAL FORMATS

The End User will be permitted to publish electronic documents (such as web pages) which use the Licensed Fonts in industry-standard digital formats ("Image Files") subject to the following restrictions: Image Files must feature fixed images of specific applications of the Licensed Fonts rasterized in a pixel grid. Image Files must not feature outlines of the Licensed Fonts, or permit the extraction or extrapolation of outlines of the Licensed Fonts.

3. INTELLECTUAL PROPERTY RIGHTS

The End User agrees that the Software, and all copies thereof, and the Licensed Fonts are the sole and exclusive property of TYPE.XYZ.CH, and its structure, organization and code are the valuable trade secrets of TYPE.XYZ.CH.

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The End User does not have the right to modify and alter the Software for business use, resale or further distribution.

The End User acknowledges that the Software and the Licensed Fonts are protected under Switzerland and international Trademark and Copyright Laws, and by international treaties.

4. WARRANTIES

TYPE.XYZ.CH warrants to you that the Software shall perform substantially in accordance with the installation information provided on its website. If the Software does not perform substantially in accordance with the installation information, the entire and exclusive remedy and liability is limited to the replacement of the Software. To submit a claim, the End User must notify TYPE.XYZ.CH within ten (10) days of purchase.

TYPE.XYZ.CH excludes and disclaims all implied warranties, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose.

Under no circumstances will TYPE.XYZ.CH be liable to the End User for any consequential, incidental or special damages, including any lost business profits or for any claim by any third party. TYPE.XYZ.CH does not warrant you the results you may obtain by using the Software.

The installation of the Software on the End User's Licensed Units is the sole responsibility of the End User. TYPE.XYZ.CH has no obligation to grant any assistance to the End User regarding the installation of the Software on the Licensed Units.

5. MISCELLANEOUS

This Agreement shall automatically be terminated upon failure by you to comply with its terms.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The End User agrees that this Agreement will be governed by the laws of Switzerland.

6. FORUM

Any dispute regarding the validity, performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.

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