

## 1. Definitions

### 1.1 Dito-typo

„Dito-typo“ is the business entity represented by Gerstner, Simon & Götschin, Samuel GbR.

### 1.2 EULA

„EULA“ means End User License Agreement.

### 1.3 License

„License“ means a contract between dito-typo and the Licensee which grants the Licensee rights to use the purchased Font Software.

### 1.4 Licensee

„Licensee“ is the contracting party specified on the license document and thus always refers to the end user of the font. The Licensee can be a person, a company, a society, a corporation, or any other entity that derives a benefit from the use of the font. The term „Licensee“ excludes all parties (designers, developers, agencies, freelancers, etc.) working on behalf of the Licensee.

### 1.5 Font software

„Font Software“ is the software offered by dito-typo and refers to the combination of the design of the glyphs (e.g. Bézier curves, letter-spacing) and their development environment (e.g. Encoding, Metrics, Features).

### 1.6 Company size

„Company size“ means the number of employees of the Licensee's business entity. The scaling and the associated costs of the licenses are exclusively dependent on the number of employees of the licensee.

## 2. General Regulations

### 2.1 Agreement

The following End User License Agreement is a legally binding agreement between dito-typo and the licensee of the Font Software. By downloading the Font Software, the Licensee confirms they have read and understood the rights and obligations contained therein.

### 2.2 Termination

If the licensee does not accept the agreements, they may not use the Font Software provided by dito-typo. Although this EULA is unlimited in time, any violation of the conditions listed below shall lead to the immediate termination of the agreement and thus to the withdrawal of the purchased license. In the event of improper use of the font software, dito-typo reserves the right to invoice the Licensee for the costs of the actual use of the font software retroactively and without deductions. Should these cases occur, the licensee is obliged to delete every copy of the corresponding font software immediately.

### 2.3 Validity

Should individual provisions of this agreement be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the agreement.

### 2.4 Amendments

Dito-typo may make changes to this EULA without justification and prior notice. The Licensee shall be bound by the EULA accepted at purchase even after amendments have been made.

## 3. Licenses

### 3.1 Trial License

The free Trial License allows testing and evaluating the font software and sketch ideas. Trial fonts contain a limited character set. It is forbidden to use trial fonts for commercial purposes. Trial fonts may be installed on any number of end devices.

### 3.2 Print License

The Print License allows the font software to be used for printed and digital, non-dynamic documents (e.g. PDFs, books, flyers, merchandise, logos, etc.). The licensee is permitted to install the font software on any number of end devices as long as these are the property of the licensee's business entity. Font Software under the Print License is delivered in .otf format. It is not permitted to embed the supplied .otf formats in websites, nor to use these formats to generate web fonts (.woff and .woff2).

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The Web License allows the Font Software to be embedded on a website. The font software may only be embedded on one URL per license. The font software may only be embedded using the @font-face CSS command. The monthly visitors and views of this URL are insignificant. The corresponding URL must be owned by the licensee. Font software under the web license is delivered in .woff and .woff2 format. It is not permitted to use the supplied .woff and .woff2 formats for printed and digital, non-dynamic documents, nor to convert these formats into .otf formats.

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The Social Media License is intended for using the font software on social media. It is insignificant whether the font software is used statically or non-statically. The number of followers and views of the content are insignificant as well. The licensee is permitted to install the font software on any number of end devices as long as these are the property of the licensee's business entity. Font software under the Social Media License is delivered in .otf format.

### 3.5 App License

The App License allows the font software to be embedded in desktop and mobile apps. Please contact us via mail@dito-typo.com to purchase an App License.

### 3.6 Moving Image License

The Moving Image License is intended for using the font software in videos, films or stream content. Please contact us via mail@dito-typo.com to purchase a Moving Image License.

### 3.7 Third Party License

The Third Party License is required if the font is distributed in its original format (.otf, .woff, .woff2) to a third party that is not part of the licensee's business entity (e.g. freelancers, subcontractors and developers). However, no Third Party License is required for the original designing party (e.g. designer, studio) who first uses the Font Software to design for the licensee, as this party is included in all licenses.

### 3.8 Unlimited License

The Unlimited License is independent of the number of employees of the licensee. Please contact us via mail@dito-typo.com to purchase an Unlimited License.

## 4. Terms of use

### 4.1 Copyright

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### 4.2 Licensing Grant

Once the license costs have been paid in full, dito-typo grants the licensee a non-exclusive, non-transferable, worldwide, perpetual and terminable right of use. The font software may only be used within the conditions of the purchased license and in accordance with the EULA.

### 4.3 Modification and Distribution

The font software provided by dito-typo may not be renamed, changed, converted, modified, supplemented, redrawn, rented, sold, leased, given away or passed on. All changes and additions to the font software may only be made by dito-typo. If you have any requests for changes or additions, please contact us via mail@dito-typo.com.

### 4.4 Unauthorized access

It is not permitted to store font software by dito-typo in publicly accessible folder structures or data carriers. The Licensee must ensure that the font software is protected from unauthorized access by third parties and reproduction in the public domain.

### 4.5 Other prohibitions

Dito-typo prohibits the use of the Font Software in combination with words or images that are violent, discriminatory, racist, anti-Semitic, or xenophobic in nature or that harm any person or group in any way.

### 4.6 Documentation (Fonts in Use)

Dito-typo may use documentation of design products containing dito-typo font software for its own advertising purposes.

### 4.7 License audit

Dito-typo reserves the right to verify at any time whether the licensee complies with the provisions of the EULA. In the event of an audit, the licensee must disclose how many people the licensee's business entity employed at the time of purchase. If the number of employees does not match the number of employees stated in the license, the purchased license must be adjusted accordingly.

## 5. Warranty and liability

### 5.1 Warranty

The font software offered by dito-typo is excluded from any exchange or refund. Dito-typo cannot guarantee that the fonts will function without errors. The font software is "purchased as seen". Should a defect occur in the font software, please inform us and we will try to rectify the malfunction.

### 5.2 Liability

Dito-typo cannot be held liable either to the licensee or to third parties for direct or indirect damages or consequential damages arising from the use or inability to use the Font Software.

### 5.3 Miscellaneous

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this contract.

Thank you for reading this Agreement,  
Simon and Samuel.