Lineto EULA

This End User Licence Agreement for Font Software is a contract between you (the “End User”, “Customer”, “Licensee”) and Lineto GmbH (Lineto). You accept that after payment and download, any Lineto Font Software is non-returnable and non-refundable.

Should the Font Software have any technical defects, you agree to inform Lineto within 30 days after downloading, and will be provided with replacement Font Software. Your statutory rights as a consumer are not affected.

Preamble

The following terms and conditions are incorporated into all proposals and serve as the basis for all deliveries and services of Lineto to the exclusion of any other general terms and conditions of business.

Any user of Lineto.com, any Licensee of Lineto Font Software or other deliverables and any other person or company using Font Software, deliverables, or services of Lineto is bound to the terms and conditions in this EULA. By buying, ordering, storing, opening, providing access to, or using Lineto Font Software, or by using the Lineto.com website you agree to the Terms and Conditions in this EULA.

If the Licensee refuses to accept a contractual obligation through this licence agreement, they are not permitted to download, access, and/or use the Font Software. The Licensee is required to thoroughly and carefully read through the complete licence agreement before agreeing to the conditions specified here.

Article 1 — General Licence Rights

Terms of Clarification 1.01

The general Lineto End User Licence Agreement (EULA) is a standard document which forms the basis of all licencing agreements for the use of Lineto's products.

The Specific Use Licence (SUL) document overrides the general Lineto EULA in certain points, e.g., user parameters or usage details specific to the End User. Both documents combined together form the entire agreement

“End User” may refer to one or several individual(s) using the Font Software, or to a company, business entity, institution, or other corporeal organisation, within which one or multiple users have access to the Font Software.

The typeface and/or the software underlying this contractual agreement are the intellectual property of Lineto. For reasons of clarity, the term “Font Software” is used for “Font”, “The Typeface”, “The Software”, or any combination thereof.

The term “Font Software” includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software for which the Licensee, i.e., a natural person or legal person, has been granted a licence accordingly.

Ownership 1.02

The Font Software remains and shall remain, now and in the future, the property of Lineto. Additionally, Lineto is the sole owner of copyrights and exploitation rights for the Font Software.

The Licensee agrees that the Font Software and documentation, and all copies thereof, are owned by Lineto. The design, structure, organisation and encoding of the Font Software and documentation are property of Lineto and/or its suppliers. The Licensee agrees that the Font Software and documentation are protected by Swiss copyright, trademark, and design patent laws, as well as copyright and trademark laws of other countries and also by international treaties (regardless of whether the Font Software is registered in the corresponding registry or not).

Copying Software 1.03

With the exception of the points explicitly mentioned within this EULA, copying the Font Software is not permitted.

Any copies that the Licensee is permitted to produce based on this agreement, must contain the same copyright, trademark, and other property clauses as those on or contained within the Font Software. The Licensee agrees not to modify, adapt, or translate the encoding of the Font Software, nor reproduce, decompile, disassemble, reverse-engineer, change, modify or otherwise attempt to reveal the source code of the Font Software.

The Licensee also agrees to use the trademarks that are connected to the Font Software accordingly and to accept the usage of the trademarks, including the identification of the owner of the respective trademark. These trademarks may only be used for the purpose of identifying the Font Software.

Artificial Intelligence, Machine Learning and Algorithmic Processes 1.04

The Font Software and its data, including glyph outlines, metrical data, kerning, and hinting information, may not be used for creating new fonts or font-based services through artificial neural networks, machine learning, or any other algorithmic or generative processes. This includes any automated processes or AI-based methods that utilize the Font Software or any of its data to train deep learning systems for synthesizing, generating, or modifying fonts, regardless of the intended process, application, or product.

Usage	2.01	Upon full payment of the agreed-upon licence fee, Lineto grants the Licensee a non-exclusive, non-transferable, non-sublicensable right and licence, subject to the terms and conditions of this EULA and the "Specific Use Licence" (SUL). Lineto licences permit the use of the fonts solely for a single company or brand, and this company or brand must be named on the licence documentation. The fonts may not be used for any other company or brand, whether owned by the same entity or not, without the purchase of additional licences. It is the responsibility of the company whose brand or communications makes use of the fonts to ensure that the correct licensing is in place to cover this use.
End Users	2.02	Anyone having access to the Font Software needs to be licensed within a "Specific Use Licence" (SUL), which defines the agreed usage parameters for the Font Software. Any user must be either in possession of their own SUL for such use or must be acting within the parameters of a valid SUL of their employer, or of a company entitled to include them in their own SUL.
Procurement	2.03	Lineto provides Font Software licensing directly to End Users only and does not offer licences for its Font Software through intermediaries or resellers. Agencies, companies, and individuals sourcing and procuring licences on behalf of their clients are fully responsible for the communication to Lineto of complete and accurate user parameters of their client's intended use of the Font Software, as well as for the supply of comprehensive client information. They must also fully comply with the requirements of Lineto in any respect. In such cases, the contractual relationship is formed strictly between Lineto and the actual End User. Procuring parties will be held liable for any non-contractual use by their clients.
Licence Transfer to Third Parties	2.04	Transferring a licence to a third party is not permitted. Any subsidiary company, affiliate company, servicing or production company, design agency, freelancer and/or any other third party carrying out work on behalf of the Licensee and making active use of the Font Software, is required to buy their own, separate licence directly from Lineto.
Permitted Transfer of Files	2.05	For the exclusive purpose of outputting certain files, the Licensee is permitted to transfer a copy of the Font Software used for creating the relevant files to commercial printers, pre-press or other service companies, on the condition that there will be no active use of the Font Software by these third parties (i.e. for text editing, corrections, etc.). In the event of active use of the Font Software, such third parties are required to purchase their own licence from Lineto. The Licensee is obliged to inform any such commercial printer, pre-press or service company about the content and restrictions of this licence agreement.
Embedded Fonts	2.06	If the Licensee intends to edit or modify a document containing embedded Font Software, a request must be made to Lineto who is under no obligation to allow such rights. Under certain conditions, Lineto may permit embedding fonts in editable documents and will then arrange additional licensing for font embedding, subject to an additional fee.
Trial Licence	2.07	Lineto may grant individual users or companies a Trial Licence for the sole purpose of evaluating the Font Software in the context of their own work. A Trial Licence entitles users to test the Font Software for both print and web/electronic use and to create test documents, test visuals or test web pages for the purpose of examining the Font Software's aesthetic properties, or for its presentation to clients or other interested parties. Any further internal, external, or public use is strictly prohibited, especially the creation and dissemination of visuals of any kind, as is any use for purposes other than testing, evaluation and presentation of the Font Software or its application in prospective use. Test font files, whether they are full versions or subsetted versions with limited glyph sets, are protected by this EULA in the same ways and to the same extent as their commercial Font Software counterparts and may not be re-distributed nor made available to anyone by the Licensee. Allowable use of the Font Software or the data contained within the test font files also excludes modifying, reassembling, renaming, storing on publicly available servers, redistributing and selling.
Student/Education Licence	2.08	A Student/Education licence covers the production and publication of work within the educational context. Any commercial exploitation of materials produced with the Font Software is subject to separate licencing by any beneficiary of such commercial exploitation. A Student/Education licence is not perpetual and expires at the end of the licensee's study period. Upon termination of studies, any further use requires upgrading to a full licence.
Misuse/Unlawful Use	2.09	Use of Font Software owned and/or distributed by Lineto without valid and/or adequate licensing constitutes an infringement and is illegal. Lineto reserves the right to take legal action against any infringer, including anyone actively disseminating the Font Software. Legal action may include action for damages, action for an injunction and criminal proceedings. In addition, every company or individual (including agencies, companies or individuals acting as procurers) that makes use of the Font Software without valid and/or adequate licensing is obliged to pay Lineto for a retroactive licence adequate for the documented infringing use. The fee for such retroactive licensing is calculated according to the valid licensing tariff of Lineto, with an additional surcharge of at least 200% of the standard licence fee. Depending on the nature of an offence, the details and graveness of a violation, and the degree of cooperation with Lineto shown by the infringing party in working to resolve the situation, Lineto may add further charges for expenditure, time and effort as well as for legal expenses, and to recover damages.
Responsibility for Unlicensed Use	2.10	Any Party making use of the Font Software, arranging for publication of assets produced with it and/or benefiting from the exploitation of such assets is legally required to ensure that this use is covered by adequate licensing according to the guidelines set out in this EULA.

Desktop Use	3.01	A desktop licence gives the licensee the right to store the font software on a specified number of computers and allows for the use of the font software by the same specified number of users at a single company, business entity, or institution. A desktop licence allows the licensee to design, produce and edit printable and digital assets and includes basic publication rights for printed text media such as print correspondence, books, periodicals, flyers, brochures, etc. Additional licencing may be required for campaign print use.
Additional Licensing	3.02	Additional licensing is always required for more extensive uses or uses other than those mentioned in section 3.01. The following clauses contain a non-exhaustive list of such additional uses.
Use on Websites	3.03	Lineto provides purpose-made webfont packages (webfonts) for dynamic online rendering on websites. The use of Lineto webfonts on websites requires a licence which permits this use for a specific web domain or website (URL). The cost of the licence is calculated according to the average number of monthly page view figures the website receives. The Licensee is allowed to self-host the provided webfonts on all registered domains and their sub-domains and to include them via the @font-face feature. The CSS file which refers to the webfonts must quote Lineto's disclaimer in unchanged wording. Lineto neither collaborates with any cloud-based hosting service nor does it permit the hosting of Lineto Font Software through any such service. Lineto webfonts are provided only for self-hosting.
Use in Apps	3.04	Additional licensing is required for the use of Font Software in native apps, web apps, or hybrid apps, on mobile or stationary devices, for example, personal computers, smartphones, entertainment systems, game consoles, medical instruments, etc. The cost of these licences is calculated according to the number of times the app which is the subject of the licence is downloaded or installed.
Use in Social Media and Streaming Video	3.05	Additional licensing is required for the use of the Font Software within static images and streaming videos published on social media channels and website domains.
Use in Online Advertising	3.06	Additional licensing is required for the use of the Font Software to create and publish online advertising on websites and mobile platforms, such as banners, pop-ups, floating ads, video ads, HTML ads, email newsletters, etc. This licence is in addition to the desktop licence, or in the case of HTML5 ads, an additional web font licence. The webfonts used for HTML ads must be stored together with all other ad content (e.g. static images) on the same ad server location.
Out-of-Home Use	3.07	Additional licensing is required for the use of the Font Software to create and publish out-of-home advertising, both in printed (OOH, "Out-of-Home") or digital (DOOH, "Digital Out-of-Home") form, such as on billboards, street furniture, moving vehicles, etc. This additional licensing covers use within defined territories.
Use for TV & Cinema	3.08	Additional licensing is required for the use of the Font Software in audio-visual productions for exploitation on all television (such as channel branding, show idents and promotion, TV ads, etc.), in cinema (movies, trailers, cinema ads, etc.), in online and wireless media, video-on-demand (VoD), download-to-own (DTO) and in audio-visual productions stored on static media. Such licencing extension covers use in specific media, within defined geographic territories. For use in streaming video on social media and websites, see Article 3.05 of this EULA.
Use in Logos and Brand Marks	3.09	Additional licensing is required for the use of the Font Software to create static or animated images such as logos, trademarks, slogans, etc. for branding or advertising purposes of a company, product, service, individual, recording artist or band, institution, association, sports club, event, political party, etc. The licensee must ensure that the name of any company or brand whose logo uses the fonts is included in the licensing documentation. The use of the Font Software, in whole, in part, or by way of modification of outlines using editing software capable of such modification, is subject to additional licensing, as is the public exploitation of any such graphic element.
Use on Merchandise	3.10	Additional licensing is required for the use of the Font Software to print, stamp, emboss, engrave, adorn, or otherwise manufacture commercial and/or promotional merchandise such as apparel, accessories, presentation packaging, letterform products/objects, etc.
Use on Point of Sale (POS)	3.11	Additional licensing is required for the use of the Font Software for promotional purposes on printed and/or digital point of sale or video screens positioned in retail environments such as retail stores, trade fair stands, indoor public areas, etc.
Use on Packaging	3.12	Additional licensing is required for the use of the Font Software to create or produce designs to adorn or constitute containers, wrappers, coverings or labels that package, cover or otherwise accompany items intended for commercial sale.
Use in Wayfinding / Signage	3.13	Additional licensing is required for the use of the Font Software to create or publish wayfinding signs, general signage for use at places of business or any physical locations.
Use in Electronic Device Displays	3.14	Additional licensing is required for the use of the Font Software to create and publish within device displays such as ATMs, ticket machines, dashboards, entertainment products, household appliances, electronic price systems and information displays etc.

Use in Electronic Publishing	3.15	Additional licensing is required for the use of the Font Software to create and publish eBooks, e-magazines or any digital periodicals, brochures, catalogues, etc., to be read online or offline, on computers, e-readers, tablets, smartphones, or any other electronic device.
Use in Business Document Systems	3.16	Additional licensing is required for the use of the Font Software for corporate print and digital communications such as Web2Print, Print-on-Demand, brand management portals, retail labelling solutions, ticketing machines, online PDF distribution, online news-editing systems, etc.
Circulation/Publication of PDF Files	3.17	The Licensee may, for personal or internal business use, embed the Font Software in PDF files only when such documents are in "READ-ONLY" mode. Additional licensing is required for embedding the Font Software in external business PDF documents (see 3.15 & 3.16 of this EULA).
Use on Servers	3.18	The Licensee may install the Font Software on a single type server for use on a single local area network (LAN), only when the use of such Font Software is limited to those workstations and printers that are part of the licensed unit to which the server is connected. The Font Software may not be installed or used on a server that can be accessed via the Internet or any other external network system (a system other than LAN), or by workstations which are not part of a licensed unit. Use of the Font Software with a server-based application such as those used in Business Document Systems, requires additional licensing for servers (see 3.16 of this EULA).
Political/Religious Use	3.19	Use of the Font Software for the dissemination of words and images for any form of political campaign, for and by Religious Organisations political or politically motivated religious messages (slogans, logos, claims, etc.) or any public use by political parties, political and religious organisations, lobbying institutions, think tanks, action committees, etc. including use for political branding and/or design purposes) is subject to a prior agreement with Lineto.
Additional Usage	3.20	If the EULA or SUL does not explicitly allow for a particular use, or if there is additional use that involves technologies that have not yet been developed at the time that the licence is purchased, then additional licensing may be required. This applies not only to new users, but also to those who have obtained licences prior to the emergence of such technologies and wish to use the Font Software for those purposes.

Article 4 — Exclusion of Other Usage

Transfer of Font Software	4.01	Subject to the provisions in subsection 2.05 of this agreement, selling, lending or otherwise transferring the Font Software to third parties is strictly prohibited. In addition, transferring the Font Software to third parties as a component or sub-component of other products, e.g., electronic documents or sublicences, is also strictly prohibited.
Reproduction/ Modification of Font Software	4.02	Subject to the provisions in subsection 4.03 of this agreement, the following is strictly prohibited: any reproduction, adaptation, translation, alteration, or creation of derivative software using any data contained within the Font Software. The Licensee may not reverse engineer, decompile, decrypt, disassemble, nor seek to discover the source code of the Font Software. Modifying the Font Software is prohibited, even if it is necessary for fulfilling personal design requirements. If the Licensee needs to make modifications, consent and permission must be obtained in writing from Lineto, which is under no obligation to allow such rights. Non-compliance with this provision voids any support rights and warranties granted by Lineto and represents a violation and breach of this licence agreement and may lead to criminal prosecution. Furthermore, if the Licensee or a third party or parties effect modifications to the Font Software, despite the prohibition against such modifications, Lineto becomes the owner of that modified data. It is specifically prohibited to change or modify the Font/Trademark names used as identifying tags in the Font Software in any form or manner. If such changes or modifications become necessary, prior written consent must be obtained from Lineto.
Exceptions	4.03	Exceptions to subsection 4.02 of this agreement are only permitted provided they are essential to obtaining the necessary information for establishing interoperability of the software with other programs, provided this information is neither published nor accessible in any other form, AND if the Licensee is unable to obtain said information from Lineto directly. In this case, the Licensee shall inform Lineto in writing which portions of the software the Licensee is seeking to decompile, before engaging with such activity.

Article 5 — Warranty and Liability

Warranty	5.01	Should the Font Software be defective in any way, you agree to inform Lineto within 30 (thirty) calendar days after downloading or receiving the Font Software and we will provide you with replacement Font Software. Lineto also allows a 90-day warranty claim period, guaranteeing that the Font Software is essentially free from material defects in accordance with the documentation. To make a warranty claim, the Licensee must inform Lineto within 30 (thirty) calendar days from the discovery date and must return the Font Software, including a copy of the sales receipt, to Lineto within the 90-day warranty claim period after downloading or receiving the Font Software. Should the Font Software not be essentially free from material defect in accordance with the documentation, the entire and exclusive liability and remedy shall be limited at Lineto's choice, to either the replacement of the Software or the refund of the licence fee that the Licensee prepaid for the Software. The foregoing states the sole and exclusive remedies for Lineto's or its suppliers' breach of warranty. Software is never completely error-free. The Font Software may therefore contain minor errors which could affect functionality and operation (minor defects). Warranty claims for such minor defects are excluded. Further, Lineto does not and cannot warrant any performance or results the Licensee may obtain by using the Font Software.

Intellectual Property Infringement Indemnification	5.02	Lineto solely represents and warrants that (a) the Font Software, or its permitted use, does not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party, and (b) Lineto has the right to licence the Font Software to Licensee under the terms of this EULA and the Licensee's SUL.
Limitation of Liability	5.03	Any liability or warranty of Lineto is excluded to the maximum extent permitted by law. Where liability cannot be wholly excluded due to binding legal provisions, the following applies: Lineto is liable for damages incurred by the Licensee only to the extent that Lineto acts in a grossly negligent manner or in the case of intentional misconduct. Lineto will not be liable for indirect, incidental or consequential damages, lost profits, lost data, lost business opportunity, lost savings or damage to programs or data media, even if Lineto has been advised of the possibility of such damages. Neither is Lineto liable for any claim against the Licensee by any third party seeking such damages. Where liability cannot be wholly excluded due to binding legal provisions, in so far as legally feasible, it will be limited to compensation for direct damages up to a maximum of the Licence Fee prepaid by the Licensee in the affected Licence (SUL). The aforementioned limitations of liability also apply to the benefit of Lineto's employees. Any liability of Lineto for auxiliary persons is excluded.

Article 6 — Termination of Licencing Agreement

Termination in Case of Serious Breach	6.01	If the Licensee or one of the Licensee's employees seriously breaches the terms of this agreement, Lineto has the right to terminate the agreement. In such a case, the licence and right of use is terminated with immediate effect. 'Serious breach' means breaches that are of a certain intensity or breaches that are not quickly and easily capable of remedy, e.g. in case of abuse of intellectual property or systematic overuse beyond agreements, against better knowledge, by neglect, or with intent.
Termination in Case of Minor Breach	6.02	In such case that a minor breach is capable of remedy, the Licensee will be advised by Lineto in writing (e.g. email) detailing the specificity of the breach. 'Minor breach' means breaches of low intensity which are the result of innocent mistakes and capable of remedy, e.g. minor uses of the Font Software beyond the boundaries of the licence parameters set out in the SUL. The parties will (i) revise this agreement to include such use and adjust the usage fee to provide Lineto with a return commensurate with that provided by this agreement, or (ii) the Licensee will cease use within 10 (ten) days and pay Lineto a reasonable fee for the period of the usage (Article 2.07, paragraph 2 of this agreement). If the minor breach has not been rectified to the complete satisfaction of Lineto within 10 (ten) days of receipt of such notification, Lineto has the right to terminate the agreement, the licence, and the right of use with immediate effect.
Termination Conditions	6.03	In any case of termination, the Licensee's usage rights of the Font Software, guaranteed under this EULA and/or the SUL, shall become immediately null and void and no further use of the Font Software is allowed. Lineto reserves the right to pursue legal action and seek financial compensation for damages (in case of overuse, including but not limited to, a retroactive fee calculated according to the valid licencing tariff of Lineto, with an additional surcharge of at least 200%).

Article 7 — Confidentiality Obligations

Unauthorised Access to Font Software	7.01	The Licensee is obliged to undertake all necessary steps to prevent unauthorised access to the Font Software and to any copies of such.
Licence Compliance	7.02	The Licensee is obliged to inform employees and representatives, and anyone who is granted access to the Font Software within this licencing agreement, about the content and conditions of the licence provisions for the relevant Font Software and place said employees, representatives, etc. under the obligation of compliance with those provisions and conditions.
Licence Confidentiality	7.03	The licensee shall maintain the confidentiality of all information included in or related to the licence documentation, including but not limited to receipts, invoices, and licence details. The licensee agrees to take all reasonable measures to prevent the unauthorized use, reproduction, distribution, or disclosure of such information. The information may only be disclosed to third parties for the purpose of maintaining accurate bookkeeping records, and any third-party recipient of such information shall also be bound by the terms of this confidentiality clause.

Article 8 — Final Provisions

Agreement Provisions	8.01	This agreement (EULA or SUL & EULA) constitutes the entire agreement between the parties. No further oral agreements have been made on this subject matter. Supplements, modifications, or sub-agreements to these provisions must be made in writing. This also applies to cancellation of this written form requirement.
Changes to the EULA	8.02	Lineto reserves the right to modify the terms and conditions of this EULA at any time. Such changes in the EULA are made public through their publication on the website Lineto.com.
Compliance Cooperation	8.03	The licensee agrees to cooperate fully with Lineto to provide all necessary information to enable Lineto to assess the licensee's compliance with the terms of this font licence agreement.

Validity of Agreement	8.04	The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.
Disputes	8.05	Any disputes arising from, or in connection with this contract, as well as any dispute over the materialisation of this contract, are exclusively subject to the LAW OF SWITZERLAND without regard to any conflict of law principles, and excluding, in particular, the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law Applicable to International Sales of Goods (Den Haag 1955). The rights and obligations of the parties arising from this contract are based on Swiss law, even if the exertion or breach of contractual rights takes place in a foreign country.
Jurisdiction	8.06	The exclusive place of jurisdiction is ZURICH/SWITZERLAND.