# C.U.1.20.

**End-User License Agreement** 

\_\_

As a Victor Bartis End User you are agreeing to be bound by the following general terms of use.

Thank you for choosing to license a font (typeface) from Victor Bartis!

Table of Contents:

Grant of license
Definitions
Font Licenses
Definitions
General

# Grant of license

By downloading and installing the Software, you are acknowledging that you have read, understand, and agree to be bound by the terms of this End User License Agreement (the "EULA" or "License"). This EULA is between you ("You") and Victor Bartis [legal form - BARTIS CATALIN-VICTOR PFA] ("we", "us" "VB", or "Licensor"). If you have any questions relating to your rights to use the Font Software or would like to obtain an addendum to permit any use not included here, please contact us at studio@victorbartis.com . All inquiries and requests for licenses may be sent via e-mail to: studio@victorbartis.com PLEASE READ CAREFULLY, this document is a legal agreement; you should print a copy for your records.

Upon payment in full, Victor Bartis grants you a non-exclusive, terminable, non-transferable, revocable license, without the right of sublicense, to use the Font Software and the designs embodied therein together with any accompanying documentation, each in accordance with the terms and conditions of this Agreement.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Fonts, except as expressly provided herein. You may not commission a third party to modify the fonts. We do offer full customization service to all of our typefaces, from just a few glyphs to whole families. Please contact us with your request and we will send you a price quote for the job.

You may acquire the license to the Fonts on behalf of Your end user client. However, You must ensure that the end user client accepts and is bound by the terms of this Agreement without any alterations to its terms. You may not charge Your end user client any additional payment for the use of the Fonts and You may not use the same Fonts Yourself without an additional license.

All rights, title and interest in and to the Fonts are exclusive property of Victor Bartis. All rights not expressly identified and granted herein are expressly reserved.

You may not distribute, lend, rent, give away, sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this Agreement, in whole or in part. For special agreements please contact us at studio@victorbartis.com. Any rights not expressly granted in this agreement are reserved to Victor Bartis. Any use not explicitly permitted in this agreement is strictly prohibited.

It is prohibited to use the fonts in any context promoting non renewable resources and/or actively working against nature conservation and the wellbeing of our planet and future generations. It is prohibited to use the fonts in any racist, homophobic, sexist or in general discriminating and hateful context. If you purchase a license for a project for any of the fields stated in this paragraph, you are not allowed to use the fonts, and you are not receiving a refund.

If you do experience any difficulties with our fonts, we will look into the problem and hopefully send you a fixed version immediately. Unfortunately we can't give you a refund.

Any usage of the fonts are on your own risk. We do not guarantee that the font files work perfectly on every platform, operating system etc.

All purchases are final. We do not offer any refunds or exchanges for other font files. Please place your orders carefully.

Any breach of the terms and conditions of this agreement terminates your license to use the fonts. After any termination of the agreement you must destroy any copies of the fonts, including your archival copies.

# Definitions

"Licensed Software" means those computer programs and related data licensed pursuant to this Agreement, the name(s) of which are listed on the Order Document(s), which, when used on a Computer, generate the Typefaces. Licensed Software includes, but is not limited to, all bitmap representations of the Typeface designs.

"Licensee" is the individual, company, or legal entity purchasing this License (hereinafter "Licensed Entity" or "you").

"Licensee Parties" means Licensee, its agents, employees, officers, directors, shareholders, advisors, successors, and assigns and any of their affiliates.

"Licensor" means Victor Bartis, having an office at 63 Dej Street, Bucharest, Romania.

"Webfonts" are typeface font software that has been created, optimized, translated or otherwise modified for use by means of transmitting via the Internet for use in the viewing of text on a website. Such uses may be implemented by means of the CSS @font-face rule only.

"Web Server" means a Computer used to serve web pages.

"pcs" is short for "pieces" and is referring to the number of copies allowed to print using the Vector Graphics.

A "Device" is defined as a computer, printer, 3d printer, vinyl cutter or any other machine that uses the Font Software. In our case, it's referring to the installation of the Font Software, allowing a certain number of devices to be used on. The devices need to be owned by the same entity or individual licensing the Font Software.

Rights Reserved. This Agreement does not grant to Licensee any right, title or interest in or to Victor Bartis, other than the grant of rights expressly provided in this Agreement. All rights not granted by this license are expressly reserved.

# Font Licenses Definitions

## THE DESKTOP LICENSE

Grants You permission to use the Font Software to create visual content such as (for example, but not limited to): branding, advertising, artwork, book covers, clothing designs, business cards, flags, logos, magazines, signage, packaging, posters or other printed designs. You are permitted to use Font Software on websites via flattened static images only (JPEG, PNG, etc.). The Desktop License is the correct license for you if you intend to create content to represent yourself, an event, a place, a product, a brand, a company, or another person(s) in ways that result in financial or material gains.

You purchase a perpetual, worldwide, one-off license to use the Fonts on a certain number of devices within Your Organization. You may install the Fonts up to number of devices You have purchased the license to. You may not install the Fonts on any additional devices or transfer the Font files between the devices. You are allowed to make one archival copy for which You shall retain exclusive custody and control over. Providing the Fonts to any third parties is prohibited. Notwithstanding You may provide a copy of the Fonts to a repress bureau or printer as part of a file release if necessary.

You may Embed the Fonts into PDF, PS and EPS files in a secured read/print- only mode provided that the document itself is not a commercial product. Embedding the Fonts into any other format is prohibited under this license. Embedding the Fonts in non-secured modifiable environment and/or as the document itself is a commercial product, requires an upgrade to the Ebook license.

The price of the license is determined by the number of devices/licenses.

#### **MODIFYING THE FONTS**

You may create outline artworks (meaning no longer a font software but a vector shape) based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by VB. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

# The App / Ebook License

Permits the use of Font Software within one (1) mobile phone and tablet application or epub (electronic publication). There is no restriction to the number of mobile operating systems the application or publication can be made available on.

Each App / Ebook License grants the use of the Font Software in one (1) Application / Electronic publication title only; sequels or updates of the initial App or Epub are permitted. Each App / Epub License requires a one-time payment. There is no limit to the number of installations, users or sales of your App or Epub.In addition, your purchase of an App / Epub License also permits the use of the Font Software according to the Desktop License. You agree to not use the Font Software in an Application that outputs files in formats such as PDF, JPG, PNG (or any other static image file type), vector images, text documents or any possible third-party exportable files. The use of our Font Software is strictly limited to within your Application for text display only purposes.

You purchase a license to use the Fonts to style live text in Applications created by Your Organization. You must inform VB of the Applications upon purchasing the license. The license granted herein is specific to You and the Applications registered in Your purchase. You may not, without the express written consent of VB, transfer, loan, sell or assign the rights granted herein.

You may use the Fonts in the Applications identified by You in Your purchase. You may not Embed the Fonts into any other format or in any other way under this license. Particularly, You may not Embed the Fonts with the CSS @font-face method or create what is commonly known as "virtual terminals". You may not Embed the Fonts into computer files other than Application files (i.e. PDF, EPS, and PS). You may not use the Fonts to create or save raster or vector images or documents in Your Applications.

## **MODIFYING THE FONTS**

Modifying the Fonts under this license is prohibited.

# The Broadcasting / Gaming License

You purchase an annual, renewable license to use the Fonts for one title in video broadcasting such as television, cable & film. This Video Broadcasting License covers use in titles, credits or any other on-screen text for motion picture, TV series, animations, documentaries, advertising in TV, advertising in streaming services – e.g. Netflix/on-demand TV, in online videos, movies or animations distributed on YouTube, Vimeo, Dailymotion, Facebook, etc. The Video Broadscasting License is an extension to the basic Desktop License which needs to be acquired prior to first use.

Permits the use of Font Software within one (1) television show, movie, feature film, documentary, special broadcast or video game. Usage of the Font Software in any text including credits, props, titles, menus and onscreen HUD is permitted.

Consoles permitted for gaming usage include Microsoft Xbox 360, Microsoft Xbox One, Sony PlayStation PS3/PS4 and Nintendo Wii, Wii U, GameBoy or personal computers. There is no limit to the number of installations, users, sales or viewers of your broadcast or video game.

#### **MODIFYING THE FONTS**

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Victor Bartis. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

The price of the Video Broadcasting/Gaming License is relative to the region and the duration of the license. The Broadcasting/Gaming License is only available upon request. For more information, please contact studio@victorbartis.com.

# Sellable Goods License

The creation of physical products or items for sale or distribution that are essentially letterforms from Font Software is prohibited. Prohibited products include but are not limited to: stamps, stencils, temporary tattoos, real tattoos, alphabet stickers, alphabet toys, educational alphabet products, house numbers, alphabet letters or any words/quotes made from any material. Laser or water-jet cut letters, glass or wall decals, and wall art are also prohibited.

License extensions are available to permit these banned uses. Please email us at studio@victorbartis.com.

# Corporate License

You purchase a license which combines the Desktop, Web, App & Video Broadcasting Licenses without limitations on number of users, number of domain names, number of Applications, and with no time limitations to Your Organization.

The price of the Corporate License is determined on a case by case basis. For more information about the pricing, please contact studio@victorbartis.com.

## THIRD PARTY LICENSE (OPTIONAL)

You purchase a license which allows You to distribute the Fonts as part of Your brand assets to Your authorized contractors provided that they will use the Fonts for Your benefit only. You must ensure that Your authorized contractors and suppliers receiving the Fonts accept and are bound by the terms of this Agreement, as is, without any alterations or amendments to its terms.

Fonts licensed under a Corporate License will be renamed to clearly identify them as part of Your brand assets.

#### **MODIFYING THE FONTS**

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Victor Bartis. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

The Corporate License and the Third-Party License are only available upon request. For more information, please contact studio@victorbartis.com.

# Webfonts

WebFonts are not included in the Desktop license. They are separate purchases. You purchase a perpetual, worldwide, one-off license to use the Fonts for web development on websites under Your and/or Your Organization's control. All Fonts have to be stored using an online storage to serve websites for which You or Your Organization have sole administrative access to (aside from the owner of the server). For each purchased license You are allowed to use the Fonts on one domain which You have identified and registered during Your purchase. The overall number of monthly visitors of all websites served from the server and domain shall not exceed the number of visitors You have purchased a license for.

You may Embed the Fonts into websites using the CSS @font-face method but You may not Embed the Fonts into any other format or in any other way. Neither may You use the Fonts to create or save raster or vector images. The WebFonts are made available in the following file formats: WOFF2 + WOFF, and are generated from the latest version of the desktop font. You are responsible for hosting the files, and referring to them with code that you administer. Victor Bartis will provide the files "as is," and is not responsible for tech and/or design support.

The price of the license is determined by the amount of identifiable website visitors per month which shall not be exceeded.

#### **VISITOR CONTROL**

You will undertake to record and control the number of monthly visitors by using a generally recognized analytics tool to be able to document the number of visitors on the website. In case the number of monthly visitors exceeds the limit set by the license, You must upgrade the license to cover the exceeding part. As per a written request by Victor Bartis, You will have to provide, without undue delay, screenshots of Your analytics tool to prove that the number of visitors per month is below the maximum limit covered by the license.

#### **MODIFYING THE FONTS**

Modifying the Fonts under this license is prohibited.

## Demo License

You purchase a license to use limited character set of the Fonts (hereafter "Test Fonts") internally within Your Organization to create test visualizations for evaluation purposes and not for use in production, distribution or resale. You may present the Test Fonts through print, web or mobile Applications to Your client and You may use the Test Fonts in presentations to Your clients to demonstrate the Fonts. There are no limitations on the number of devices You may install the Test Fonts within Your Organization for evaluation of the Fonts. You are not allowed to use the Test Fonts for any commercial purposes or for works which will be published.

The Demo License for the evaluation of the Fonts is free of charge.

#### **COMMERCIAL USE**

If You wish to use the full version of the Fonts for commercial purposes, please an applicable license for your intended use.

#### **MODIFYING THE FONTS**

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Victor Bartis. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

# General

## TO COMPLETE YOUR PURCHASE, YOU MUST AGREE TO THE FOLLOWING EULA

These general terms shall apply to Your contractual relationship with Victor Bartis for all licenses. Each license will additionally include specific terms.

#### **TERM AND TERMINATION**

This Agreement shall be effective upon download, installation or use of the Fonts. Victor Bartis may terminate this Agreement for any breach of the Agreement. In the event of termination You must immediately cease the use of the Fonts and destroy all copies of the Fonts. The termination of this Agreement shall not prevent Victor Bartis from suing You for damages of any breach of the Agreement.

#### **COPYRIGHT**

The Fonts and the accompanying materials are protected by copyright and contain proprietary information and trade secrets of Victor Bartis. Unauthorized copying of the

Fonts even if modified, merged, or included with other software, or of the written materials, is strictly forbidden.

#### TECHNICAL STANDARD AND SUPPORT

The licensed Fonts are provided "as is." We aim to produce our fonts to meet the latest technical standard. If You demonstrate to Us that the Fonts do not essentially perform in accordance with the technical standard, We reserve the right to fix the shortcoming within 30 days from Your notice. If we fail to fix the shortcoming within 30 days, You may ask for a refund. After a refund the respective license terminates with an immediate effect and any further use of the Fonts is strictly forbidden. Victor Bartis will provide technical support for functionality of the Fonts but We cannot guarantee perfect functionality on every operating system platforms.

## **WARRANTIES & LIABILITIES**

Victor Bartis owns all rights in and to the Fonts and Your use of the Fonts in accordance with this Agreement will not infringe any third-party intellectual property rights. Victor Bartis shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the Fonts. Victor Bartis's liability to pay any kind of damages, is under all circumstances limited to the price paid for the Fonts or replacement of the Fonts; either of which shall be at Victor Bartis's sole discretion. Except as expressly provided herein, Victor Bartis disclaims all representations and warranties with respect to the Fonts.

## **REFUNDS**

All sales of license in respect of the Fonts are final. Victor Bartis will neither refund money nor replace incorrect Font license purchases.

#### REFERENCE USE

Unless otherwise expressly requested in writing by You, Victor Bartis may use Your company's or Your Organization's name and trademarks to identify You as a customer of Victor Bartis and publish images and videos of the use of the Fonts in Victor Bartis's promotional and marketing materials.

## **GOVERNING LAW**

This end user license agreement is subject to and will be interpreted in accordance with the laws of Romania. Any dispute which may arise relating to the existence, making, validity, interpretation, and/or the execution of this contract agreement will, in the absence of amicable settlement, take place before the Court of Bucharest, Romania.

Compliance with law and export restrictions. With respect to the software licensed to you under this Agreement, you agree be responsible for compliance with all laws, foreign and domestic, including but not limited to all Romanian laws and regulations relating to the control of exports or the transfer of technology.