License Agreement

01—Introduction

This license agreement (License) is a contract between **You (The Client – Licensee, Individual or any Legal entity)** and

Displaay Type Foundry s.r.o., with its registered address at U libeňského pivovaru 2442/6, Libeň, 180 00 Prague 8, Czech Republic, Czech Id. No. 09224823, Tax Id. CZ09224823 **(Displaay)** regarding the use of the Fonts created and offered by Displaay on its website and eshop at www.displaay.net!

The Fonts and the type of your Usage to the Fonts are specified in Displaay's invoice relating to your relevant purchase and you can also check the information in user account.

The Terms & Conditions of Displaay available at https://displaay.net/terms-and-conditions relate to your purchase of the License and form an integral part of this Agreement.

By downloading, using the Fonts and/or accepting this Agreement as part of your purchase, you agree to be bound by this Agreement.

For the purposes of this Agreement:

- **"Fonts"** refers to the computer files you can download or have downloaded. These files contain code and font software that store various typographic data.
- **"Font Software"** refers to the programming code that defines the design and behavior of glyphs and other typographic elements on a computer.
- **"Typeface"** refers to the visual appearance or design of the font as rendered through the font software developed by Displaay, when used with the appropriate hardware and software.

When this Agreement specifically refers to the "Font Software," it refers to the software itself and not to the visual representation of the Typeface!

02—What we offer

We offer fonts licensing **exclusively** through our e-shop platform. The only factor that determines license price is Your or Your **company size,** eventually Client size, specifically number of people working in company, and needed usage. The license starts with a **minimum** of 3 people.

All font formats are available in static or variable version depending on your order which you will get. You must ensure that needed **usage is covered** in any case which indicated the relevant invoice and user account as well. The Fonts purchased by you are specified in the Invoice or in your user account.

03—Who owns the Fonts

The Fonts are the intellectual property of Displaay. The design, structure, organisation and the encoding of the Fonts and any related documentation are the property of Displaay and are protected by copyright and any other relevant intellectual property and industrial property rights of Displaay. By purchasing the License, you are not acquiring the ownership of or the copyright to the Fonts. You are only acquiring rights to use the Fonts as provided for in this Agreement.

04—Who may use the Fonts

The Fonts may be used by You. You are allowed to share the fonts with your contractors and freelancers so they can use them without a separate license, but only for the purpose of creating visual materials for You.

If the number of people is limited, it is indicated in the invoice and your user account. To allow for additional usage or people, you must purchase additional License or **upgrade** it accordingly. If You are growing and You want to continue to use the Fonts you have to purchase additional number of people

05—Buying for someone

By purchasing the License on behalf or for the benefit of a third party, the rights to use the Fonts arise to such third party. In such case, you are not allowed to use the Fonts for your own benefit.

06—The permitted purpose of the use of the Fonts

You may use the Fonts for your personal or customary business purposes (Permitted Purpose) and in **no way for any sale, transfer or distribution** of the Fonts or the License in whole or in part; furthermore, you may not use the Fonts as part of any actions or context which would be in conflict or non-compliant with the Ethical Codex set forth below in this Agreement (Prohibited Purpose).

07—The scope of the License

The License is non-exclusive, non-assignable, non-transferable.

The License is granted for an unlimited period **(perpetual)** of time and for the territory of the **whole world.**

The fees for the License are one-off **(one-time fee)**. The License comes into effect only upon the full payment of the fees for the License as stated in the invoice. You are not allowed to use the Fonts in any manner prior to the full payment of the fees.

The permitted manners of use of the Fonts depend on the type of the Usages you have purchased. The types of the Usages of the Fonts thereunder are specified below. Each use of the Fonts shall comply with the Permitted Purchase and shall not breach the Prohibited Purpose.

The Fonts may be stored on Your or individual disks, servers or clouds for solely backup purpose.

The Fonts may be used in such manners as correspond to the relevant type of your License as specified in the invoice and your user account. The types of the Usages are specified below in Section Retail Usages.

08—Retail Usages

Paid usages which need to be covered by purchased license are listed here.

Desktop

With this purchased usage, which is indicated in the invoice and your user account, you have the right to use the Fonts **in any materials that are static, printed, offline, digital,** within addressed customer or Licensee and only for this purposes solely. The fonts may be embedded into any static files. You are allowed to share the fonts with your contractors and freelancers.

Specifically here is the list of allowed usage:

- In any static vector files or raster images
- All printed or static digital files that can be created using online tools, like Canva or Figma
- All materials that can be created on a computer in desktop software
- The licensee can share fonts with its contractors
- Raster-based images or Vector files
- Prints, Posters, Packaging, Books, Catalogues
- Merchandising (Tshirts, Mugs, any objects)
- Signage, Wayfinding, Architecture
- Social (static Posts & Stories)
- ePub, eBook
- Static web banners
- Storing the fonts on company servers or clouds
- Outdoor advertising (billboards, transit, and street furniture advertising)
- Slogans or Taglines

Web

With this purchased usage, as indicated in the invoice and your user account, you have the right to use the Fonts **on any subdomains, second-level domains (SLDs), or top-level domains (TLDs),** or in **digital advertising campaigns,** within the addressed customer or Licensee, and only for these purposes solely. The Fonts may be embedded on a platform via **self-hosting** technology, using the **CSS @font-face** method only. You are allowed to share the Fonts with the Licensee's contractors and freelancers.

In each case you should ensure that the webcoders / webdevelopers of the aforementioned website are using appropriate font styles and coding, so from one font style not creating artificially another font style.

Specifically here is the list of allowed usage:

- For use on any of your websites (including any subdomains, SLDs, or TLDs)
- Hosting on your own FTP server using @font-face technology
- Suitable for websites, microsites, or landing pages
- Compatible with modern web browsers for cross-platform rendering
- HTML5 digital advertisements using @font-face
- For use in third-party platforms like web-based design tools (e.g., Framer, Wordpress, etc.)

Video

With this purchased usage you have the right to use the Fonts, which is indicated in the invoice and your user account, you have the right to use the Fonts **in any animated materials, video files or moving pictures (GIF)**, within addressed customer or Licensee and only for this purposes solely. The fonts may be embedded into any video files. You are allowed to share the fonts with licensee's contractors and freelancers.

Specifically here is the list of allowed usage:

- For use in any video, motion graphics, or animated content
- Suitable for film, TV, streaming, and live broadcast content
- Video advertisements and digital campaigns
- Title sequences, lower-thirds, and on-screen text
- Not for Social media videos (motion posts & stories)

App + Game

With this purchased usage you have the right to use the Fonts, which is indicated in the invoice and your user account, you have the right to use the Fonts **in any Application (App) or Game or Software**, within addressed customer or Licensee and only for this purposes solely. You are allowed to share the fonts with licensee's contractors and freelancers.

For avoidance of doubt, you are not limited in selling the application if you fully comply with this Agreement. The Fonts may be embedded into the App only. For the purposes of this Agreement, the "Application" or "App" means an application software designed to run and function on Android, iOS, Windows Phone and other device operating systems. If the same Application runs on more than one platform simultaneously (such as, for instance, on Android and iOS), it is regarded as one Application.

Specifically here is the list of allowed usage:

- For integrating (embedding) fonts into an application, game, or software
- For mobile, tablet, smart TV, and wearable apps
- Covers iOS, Android or any other platforms
- In-game text and UI (User Interface) elements
- Compatible with offline and online apps

Social Media

With this purchased usage you have the right to use the Fonts, which is indicated in the invoice and your user account, you have the right to use the Fonts **in any materials for any social media that are static or animated,** within addressed customer or Licensee and only for this purposes solely. You are allowed to share the fonts with licensee's contractors and freelancers.

Specifically here is the list of allowed usage:

- For static posts, stories, and carousels on social platforms
- Motion content such as video posts, animated stories, and reels
- Suitable for Instagram, Facebook, TikTok, YouTube, and Twitter content
- Covers branded content, marketing posts, and digital campaigns
- Not for use in third-party editing or design platforms

Logo

With this purchased usage you have the right to use the Fonts, which is indicated in the invoice and your user account, you have the right to use the Fonts **in logo, logotype, word-mark,** within addressed customer or Licensee and only for this purposes solely. You are allowed to share the fonts with licensee's contractors and freelancers.

The right to use the Fonts in the Licensee's **logo, logotype, word-mark,** and **up to such number of the Licensee's people** as indicated in the Invoice. The logo, logotype, word-mark with the Fonts may be used in any format (raster based images, outlined fonts, vector files) or in any media (static or animated, physical or digital).

Specifically here is the list of allowed usage:

- For creating a custom logo, logotype, word-mark
- Covers trademark registration with the logo
- Letters can be modified when outlined

Unlimited

For each mentioned usage is possible to select unlimited option and so there is no amount limit for selected usage.

09—Other Usages

Unpaid (free) usages, which must also comply with this license and be agreed to by you, are listed here.

Free License

This license is available only for font families **Azeret Mono** and **Documan STC.** You are allowed to install the **Free Fonts on up to one computer or one user only.** You are allowed to use the Free Fonts only for your personal or any business purposes (i.e. the use by you personally or one your authorized employee for your personal or

business purposes and in no way for any sale, transfer or distribution of the Free Fonts or the license in whole or in part).

Trial License

Displaay offers in its eshop Free Full Trial Fonts (Trials). The Trials must not be used on more than one computer and by more than one user. The Licensee or one Licensee's employee is allowed to use the Trials in any manner however in each case only for the Licensee's personal or internal business purposes however in no way for any sale, transfer or distribution of the Trials or the License in whole or in part. The aforementioned **internal non-commercial trial purposes, in particular sketching or presenting to a client.**

10—What is forbidden to do with the Fonts

You are not allowed to alter, modify, rename, convert or otherwise change the Fonts or to create derivative works from the Fonts or any their parts, provided, however, that if you have chosen, as part of the purchase of the Fonts, the option indicated as "Variable" (as also evident from the Invoice), you are allowed to modify the available axes of the variable Fonts to the extent and in ways permitted by the variable format of such Fonts.

You are **not allowed to reverse engineer, decompile, disassemble, edit** or otherwise attempt to discover the source code or instructions of the Fonts and create version or versions of the Fonts.

You may only outline the Fonts and edit vector shapes and keep the artwork as vector image or file. If you need to create own version of desire glyph or glyphs you have to contact Displaay. As the authors or exclusive reseller license holders **Displaay is only allowed to do changes in the Fonts no one else.** Please respect that we may decline your request.

You are not allowed or allow any third party to copy the Fonts. You are not authorized to sublicense, assign, sell, lend or lease the Fonts or any rights under the License or any parts thereof. You can backup files of the Fonts only for your own personal or internal business purposes.

Any use of the Fonts not expressly permitted in this Agreement constitutes an infringement of intellectual property rights (and industrial property rights, as the case may be) of Displaay.

11—Warranties

Displaay warrants that the Font Software furnished by Displaay to you does not infringe upon or violate any patent, copyright, trademark, or any other proprietary right of a third party.

Displaay makes no other warranties, express or implied.

In particular, without limitation, Displaay does not warrant that the operation of the Fonts will be unimpeded, uninterrupted or error-free, or that the Fonts are without defects or fit for any particular purpose.

Liability of Displaay for actual damage caused as a result of the breach of its obligations and/or warranties under this Agreement is limited to the amount of the Fees paid by you for the relevant License. Displaay's liability for any indirect losses, special, consequential, or incidental damages, lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Fonts even if notified in advance of such possibility, is excluded, unless caused by Displaay intentionally or through gross negligence.

12—Ethical Codex

Generally you may not use any Displaay fonts in any discriminatory actions. For example the use of fonts is prohibited in these contexts: racist, sexist, homophobic, transphobic, illegal industry; any promotion of: inequality, violence, aggressiveness, or any other form of discrimination. The use of our fonts in industries or activities that violate human rights or ethical standards is strictly prohibited. Using our fonts in any political context is not allowed without our written approval.

13—Amendments

The license Agreement may be terminated by mutual agreement in writing. Unilateral termination of this Agreement by either party is excluded save as otherwise expressly set forth herein.

Please the license agreement may be modified by Displaay in future times and the new updated version of the license agreement is always available online.

How can the License be terminated

Any breach of this Agreement terminates your License with immediate effect upon the occurrence of the breach and you have to stop using the Fonts.

The governing law of the Agreement

By downloading, using and installing the Fonts, you acknowledge that you have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is governed by the laws of the Czech Republic. The relevant Czech courts shall be competent to resolve disputes which fail to be settled amicably.

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