

Binnenland
WEBFONT END USER LICENCE AGREEMENT

Read it carefully before completing the installation process and using the Font Software. This agreement contains disclaimers of warranties and liability. With those purchase of the Binnenland Font Software, you confirm that you have read, understand and agree to be bound by the terms of this agreement, and that you have the authority to bind the person or entity specified on your invoice to the terms of this agreement.

Binnenland grants you a non-exclusive, non-transferable license to use the Font Software on websites only, provided that you agree to the following:

Article 1: Use of Font Software

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Binnenland gives you a limited, non-exclusive, non-transferable license to install and use Binnenland Font Software specified on your invoice.

You may use the fonts only as webfonts, not install them on your computers. For desktop fonts you will need a separate licence.

The Website can be viewed either over Your local area network or over the Internet. For the avoidance of doubt, web pages on sub-domains whose content is managed by other persons are deemed to be not part of Your Website.

1-2

If you will be re-serving the Font Software for use on the websites of third parties or otherwise making the Font Software available for use by others, you are required to purchase additional licences. You further agree to treat the Font Software as confidential information and exercise reasonable care to avoid unauthorised distribution of the Font Software.

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You must ensure, by applying reasonable state-of-the-art measures, that other websites cannot access the Font Software for display (e. g. by preventing hotlinking and blocking direct access to the Font Software via .htaccess or other web server configurations).

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You may not embed the Font Software in any documents (e. g. pdf documents), applications or devices other than your Websites. You may not use the Font Software for other services that are rendering the fonts, e. g. pre-press, plotting, exposing, etc. If You wish to use the Font Software for such purposes, You must obtain a separate pre-press font licence from Binnenland. To use of fonts for TV broadcasting, Streaming and Online TV is subject to additional licensing.

1-5

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Binnenland Font Software. You are permitted to make a copy for personal archival purposes only. The Binnenland Font Software may not be sublicensed, sold, leased, rented, lent, or further distribute to another person or entity. You agree that you will not distribute any part of the software through any online service.

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You shall not transfer the License Agreement issued to you, to a third party, neither partially, nor completely. This License Agreement is non-transferable, unless you have written permission from Binnenland.

Article 2: Rights

2-1

You agree that the Font Software and Documentation, and all copies thereof, are owned by Binnenland, and such structure, organization, and code are valuable property of Binnenland. You acknowledge that the Font Software and the documentation is protected by the laws of Switzerland.

Article 3: Limited Warranty

3-1

If the Font Software doesn't perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at Binnenland's option the replacement of the Font Software, or the refund of the license fee you paid for the Font Software.

To make a warranty claim, you must return the Font Software to Binnenland with a copy of your sales receipt.

3-2

Binnenland makes no warranties, express or implied as to merchantability, usability for a particular purpose. The Font Software was not manufactured for use in manufacturing control devices or navigation devices or in circumstances that could result in environmental damage or personal injury. Without limiting the foregoing, Binnenland shall in no event be liable to the licenced user or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, lost data or lost savings. Even if a Binnenland representative has been advised of the possibility of such damages, or for any claim against you by any third party. Under no circumstances shall Binnenland's liability exceed the replacement cost of the software.

3-3

You agree to indemnify and hold Binnenland harmless from and against any claims or damage which may result from your breach of this License Agreement.

Article 4: Term

4-1

The license is effective until terminated. Binnenland has the right to terminate your license immediately if you fail to comply with any terms of this Agreement. In addition, Binnenland reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the Font Software and related documentation.

Please bear in mind that font-piracy is illegal and punishable!

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