

EULA

EULA

End-User-License-Agreement (EULA)

- Basic points of Rade Matic Desktop license EULA.
- Please read carefully the full version of EULA on the next pages before ordering fonts on this website.

A. Digital font is essentially a software and the license grants you limited rights to use the font software installed on a number of computers at single location as specified in the end user agreement. The license is non-exclusive and non-transferable. The rights to the designs themselves remain the property of Rade Matic.

B. The Font Software must not be distributed, resold or sub-licensed to a third party and you agree to take reasonable care to avoid unauthorized distribution of the font software by using password protection, font subsetting etc. Furthermore you may not modify (i.e. generate web fonts, @font-face, etc.), adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the font software, the source code of the font software or the designs.

C. You may embed copies of the font software into your electronic documents (such as PDF files) only for the purpose of printing such documents and for their use on private computer networks.

D. This desktop license does not permit the font software to be embedded in electronic documents (such as internet pages, websites, flash, electronic books, CD-ROMs, video games, other computer applications, or motion pictures) for the purposes of their distribution through open access computer networks such as the internet. If you wish to use font software for some of the purposes mentioned above, you would need to provide detailed technical specifications and purchase special license.

End-User-License-Agreement (EULA)

- Full Version

The terms and conditions set forth below establish an agreement between you and Rade Matic (id. no. 04484504295), based in Offenbach am Main, Germany, governing your font use of the Font Software ordered by you. This End User License Agreement (EULA) becomes binding by downloading and/or installing Font Software by Rade Matic.

1. Font Software

1.1 Font software as used herein shall mean software which includes typeface and/or typographic designs and ornaments.

1.2 The font software and design of the font embodied therein are protected under copyright and other intellectual property law.

1.3 The font software is the exclusive property of Rade Matic. Rade Matic owns all rights, title and interest in and to the font software, its structure, organization, code and design of the font embodied therein, the trademarks, trade names and service marks.

2. License

2.1 Rade Matic hereby grants you a non-exclusive and non-transferable license to use the font software under terms and conditions set forth below. This license grants you certain limited rights to use the font software only. The font software is licensed, not sold. All other rights, title and interest in and to the font software, are expressly reserved to Rade Matic.

2.2 This license is for the benefit of a single user only. A single user is permitted to install and use the font software on one (1) portable device such as a notebook or laptop computer and on (1) desktop or workstation type device that remains at a single location. The font software shall not be installed on the server, which is accessible by the internet or by similar public computer network. If you need to install the font software on more than the one (1) computer, as identified above, you are required to purchase additional licenses.

2.3 Under this license you are entitled to use the font software as the end user for your customary personal or internal business purposes, which does not include any distribution whatsoever of the font software or any component thereof. You further agree to exercise reasonable care to avoid unauthorized distribution of the font software (password protection, font subsetting etc.)

2.4 Except as may be otherwise expressly permitted herein or by a separate written agreement, you may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the font software, the source code of the font software or the designs embodied therein. The font software or documentation may not be sublicensed, sold, distributed, leased, rented, lent, or given away to another person or business. You are entitled to make a single copy of the font software solely for backup purposes.

2.5 Any copies that you are expressly permitted to make pursuant to this agreement must contain the same copyright,

trademark, and other proprietary notices that appear on or in the font software.

2.6 You agree that any derivative typeface font software created by you which uses, incorporates or is otherwise based upon the design of the fonts or otherwise incorporate any of the font software, are considered derivative works and use of any derivative work shall be subject to the terms and conditions of this license.

2.7. You may not change any trademark or trade name designation for the font software. You may not use any trademark or trade name designation for the font software for the purposes of identification of similar or identical products.

2.8 Usage of the font software in violation of this agreement shall be considered as illegal.

3. Embedding

3.1 You may embed copies of the font software into your electronic documents only for the purpose of printing and for their use in private computer networks. In case of exclusive purpose of outputting print files, you are permitted to transfer temporarily a copy of the font software used here for creating relevant file printer, pre-press studios or other commercial service company. Such copy of the font software must be destroyed immediately after printing. In case of any further text modifications the printer/company is required to acquire its own license. You further agree to inform the printer

(pre-press or other commercial service company) about content of this agreement.

3.2 This license does not permit use the font software embedded in electronic documents (such as websites, .pdf documents or flash documents, ebooks, interactive software – video game or any other computer application, or motion picture) for the purposes of their distribution to the general public (or to some subset of the general public) through computer networks (such as internet) or by means of any other public media. If you need a permission to use the font software according to this paragraph 3.2 you are required to purchase a special license.

4. Liability

4.1 The font software may be returned or exchanged only if defective and will be replaced only when accompanied by a valid sales receipt within thirty (30) days of purchase.

4.2 Rade Matic shall in no event be liable for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, and loss of business information, arising out of the use or inability to use the font software.

4.3 Under no circumstances shall Rade Matic's liability exceed the substitution or the replacement cost of the font software.

5. Final Provisions

5.1 Any breach of the terms of this agreement shall cause this license to be automatically terminated. In the event of termination, and without limitation of any remedies, you must immediately return the font software to Rade Matic and certify that no copy remains in your possession or control.

5.2 Upon termination of the agreement, you must destroy the original and any and all copies of the font software.

5.3 This license agreement is subject to german law. All disputes related to this agreement shall be settled by the courts of the German Republic.

5.4 By downloading and/or installing the font software, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this license agreement.

Thank you for your interest.
Have a nice day.

Rade Matic
Digital Type Foundry
Isenburgring 26
D-63069 Offenbach

www.radematic.com