

Lettermin App Font License Agreement

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By downloading the Font Software You, the User, acknowledge that You have read, understood, and agree to be bound by the terms and conditions of this Lettermin App Font License Agreement, also referred to as the Lettermin End-User License Agreement.

1. Definitions

Whenever used in this Agreement with an initial capital letter, the terms defined below, whether used in the singular of the plural, will have the following meanings:

This sections defines the expressions used throughout this EULA.

“Lettermin” means Lettermin d.o.o., Cesta na Brdo 60, SI-1000 Ljubljana, Europe.

“You”, “Your” and “End User” mean the customer, whether an individual, company, or organisation, who has purchased a license to use the Font. An End User does not include distributors, resellers, dealers, sub-licensees, original equipment manufacturers (“OEM”), wholesale buyers, or similar entities. Lettermin fonts and products may not be distributed or sold to third parties without prior written consent from Lettermin.

“End User” means an individual or entity who is the user of Your Application.

“EULA”, “Agreement”, “License” means this Lettermin App Font License Agreement.

“Font”, “Fonts” or “Font Software” have identical meanings and mean the designs of the fonts and the software identified on Your Sales Receipt that produces a typeface design(s) together with any other artworks that may be associated with the font.

An “App Font” is typeface Font software that has been created, optimised, translated or otherwise specially modified for embedding within an Application for styling, viewing or editing text.

“Application” or “App” means Your software application designed to run and function on any software platform, on any operating system. A single App Font Licence covers Applications that are functionally equivalent across multiple platforms and operating systems. For the avoidance of doubt, this definition does not include websites, web applications accessed via a browser, server-side applications, or software distributed as a plug-in, template, skin, or theme.

“Monthly Active User” is an End User that accesses or views Your Application at least once per month.

“Sales Receipt” means the electronic document You receive as confirmation of the Fonts purchased.

2. Permitted uses and restrictions

Upon payment in full, Lettermin grants You a perpetual, revocable, non-exclusive licence to use our Fonts under the following terms and conditions. Transfer of this licence is subject to section 2.5.

2.1 Permitted uses

This License allows You to embed the Font Software only in the App(s) specifically named on your Sales Receipt. Only the App Font files provided by Lettermin may be used. The use of alternate formats is expressly prohibited. You may use the App Fonts for styling, viewing or editing text in Your App. The App Fonts are licensed for Your use only.

This means you can only use the fonts only in apps specified on your sales receipt.

2.2 Prohibited uses

You may use the App Fonts only for styling, viewing or editing text in Your App. Any use which is not expressly permitted in this License is prohibited. Prohibited uses include but are not limited to:

- editable use of the Fonts, such as in templates or for use in the creation of customisable designs or products. Providing the ability for an app user to edit text using the App Fonts is not allowed, if the result is a new document, such as a personalised invitation, greeting card, or customised product.
- use or allowance of the use of any Font so that it may be accessed through a server or similar to edit, render or display content,

- embedding the Font in any application software considered to be a plug-in, template, skin or theme,
- the use of the Font in connection with embedding in, or the generation or distribution of files such as PDF and EPUB files,
- the use of the Font for artworking, meaning the generation of works that include any image of the Font other than within the confines of the App itself,
- making the Font Software available to anything, whether tangible or intangible, hardware or software, extraneous to the App, such as the operating system of any device,
- installing or using the Font Software as a system font on any device,
- using the Font Software for styling text on a website,
- embedding or otherwise incorporating the Font Software or the typeface designs rendered by the Font Software in electronic documents, applications not covered by this License, software, hardware, devices or in any other form not expressly permitted by this License.

If you wish to use the Font Software in a manner not permitted by this License, a separate license must be obtained from Lettermin for an additional fee.

2.3 Fixed terms

The terms and price associated with this License are based on the number of Apps, the number of Font styles and maximum number of Monthly Active Users.

If You want to use the App Fonts in Apps which are not specifically named on Your Sales Receipt, You must purchase an additional license.

The average number of Monthly Active Users of an individual App, measured in Monthly Active Users over the span of 3 (three) consecutive months, must not exceed the number of End Users specified on Your Sales Receipt. If the average number of Monthly Active Users increases above the number specified on Your Sales Receipt, You must purchase a licence upgrade to reflect the increase in Your consumption of the Fonts.

You are not entitled to a refund, offset or other adjustment in the event of a reduction in the number of Apps or a reduction in the number of Monthly Active Users, irrespective of the reasons.

2.4 Restrictions

Font Software may not be stored or used in any manner that makes it accessible to the public or non-licensed third parties in such a way that enables them to download and/or use the Fonts.

Under no circumstances, except those outlined in section 2.5, may the licensed Font be shared with contractors, freelance employees, or affiliates.

You agree to use reasonable measures to protect the Fonts used in Apps from access and use by unlicensed third parties.

2.5 Provision to third parties

You may temporarily provide the Font Software to a producer, publisher, or other agent, who is working on Your behalf. They must agree to use the Font exclusively for Your work, according to the terms of this License, and retain no copies of the Font upon completion of the work. You must inform them that it is strictly prohibited to use the licensed Font Software for any other purpose. After completing the job, they must destroy their copies of the Fonts.

2.6 Transfer

You may transfer this License Agreement and the rights granted under it to another person or organization only with prior written permission from Lettermin. Any transfer is subject to the condition that the new licensee agrees in writing to be bound by all terms of this License Agreement.

Upon completion of an approved transfer, you must permanently delete all copies of the Font Software and its documentation from your systems and cease all use of the Fonts.

Except for transfers expressly permitted under this section, you may not sublicense, sell, lease, rent, lend, or otherwise distribute the Font Software or its documentation to any third party. Any rights not expressly granted under this License are reserved by Lettermin.

This means fonts may only be used for styling, viewing, or editing text within Your App. You may not allow users to create customisable documents or products using the fonts, use the fonts via a server, embed them in PDFs or ebooks, use them on websites or desktops, or make them available outside the App in any form. Contact Lettermin if you are unsure whether your use case is permitted.

This means you can upgrade your license to cover additional apps and an increased number of monthly active users at any time, but you can't downgrade and get a refund if you have bought a bigger license than you need.

This means you should take reasonable steps to keep the fonts in the apps and not transmit them to others.

This means you can let a contractor use the fonts when they are working on your behalf. They must delete the fonts after finishing the job.

This means that you may transfer the license only with prior written permission from Lettermin, and only if the new licensee agrees to the terms. After transfer, you must delete all copies of the fonts and stop using them. Any other transfer or distribution is not allowed.

Except as otherwise expressly permitted herein, you agree not to copy the Font Software or create derivative works based on the design of the Fonts or the Font Software.

3. Modifications

You may create outline artworks based upon the font software for Your personal or business use. However, You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy or use the Lettermin Font Software or the designs embodied therein, except as may be otherwise expressly permitted in this Agreement or by a separate written contract. Specifically, you may not adapt and/or modify font spacing and kerning, create additional weights, modify existing characters, delete existing characters, or otherwise change the Font Software, or create derivative works from the Font Software or any portion thereof, except as expressly permitted herein, without first obtaining written permission from Lettermin.

This means that you can't modify or reverse engineer the fonts.

4. Back-up copies

You are permitted to make a reasonable number of back-up copies suitable for Your usage. You agree to retain exclusive custody and control over any such copy. The unauthorised sharing, lending, renting, sale, or other unauthorised use or misuse of a back-up copy is a material breach of this Agreement and will result in the immediate termination of this License.

This means that you can back up the font data, but you may not give or lend copies to other people.

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6. Term and termination of Agreement

This License is effective from the payment of the Sales Receipt and is valid until terminated. Lettermin reserves the right to decline to license its Font Software to any licensee at our sole discretion. At the sole discretion of Lettermin, the Font Software may be discontinued or be replaced with an alternative at any time without prior notice and any rights granted to use the Font Software may be revoked, and You, Your employer and/or Your client if applicable, agree not to use Lettermin Font Software in the future should this occur.

This means that if any of the terms are broken, the license is no longer valid, but we also have the right to revoke it at our discretion.

Any breach of the terms of this License will be cause for immediate termination without the obligation of notice or opportunity to cure. Lettermin reserves the right to claim punitive damages. Upon such termination You must destroy the original and any copies of the Font Software and related documentation and cease all use of the trademarks.

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You expressly acknowledge and agree that use of the Font Software is at Your sole risk. Except as may be otherwise provided for herein, the Font Software and related documentation is provided "AS IS" and without warranty of any kind and LETTERMIN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. LETTERMIN DOES NOT WARRANT THAT THE OPERATION OF THE FONT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONT SOFTWARE IS WITHOUT DEFECTS. THE FONT SOFTWARE IS NOT INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE THE FAILURE OF THE

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Under no circumstances will Lettermin's liability exceed the cost of substitution or the replacement of the Font Software, the choice between which is at the sole discretion of Lettermin.

8. Laws and agreements

The terms of this Agreement are contractual in nature.

This Agreement will be governed by the laws in force in the Republic of Slovenia.

This Agreement constitutes the entire understanding between the parties and supersedes all previous Agreements, promises, representations and negotiations between the parties concerning the Font Software.

This Agreement may be amended by written Agreement of the parties. Lettermin expressly reserves the right to amend or modify its License Agreements at any time and without prior notification.

No waiver by either party, whether express or implied, of any provision of this Agreement will constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether express or implied, of any breach or default by the other party, will constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect, and the invalid provision will be replaced by Lettermin with a valid and enforceable provision that most closely effects the intent of the invalid provision.

The summaries of specific points of this EULA provided on the right side are of a purely informative nature, in case of any inconsistency or discrepancy between the summary and the text of the EULA, the text of the EULA shall prevail.

9. Thank you

For reading this far and taking the time to understand this License Agreement.

Support from people like you makes this foundry possible.