

End User License Agreement for Kinobrand Typefaces

This End User License Agreement (hereinafter "Agreement") is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter "You") and Kinobrand (Nelio Barros) (hereinafter "Kinobrand"), and is applicable to the Font Software that is accompanied by this Agreement or that You have ordered online.

By downloading or installing the Font Software You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, do not download, install, or use the Font Software.

1. Definitions

1.1. "Font Software" means coded software that is accompanied by this Agreement or that You are about to order online and which generates typeface designs when used with the appropriate hard- and software, plus any and all other data including documentation provided with such software.

1.2. "Licensed Unit" means an installation of the Font Software that allows up to five (5) concurrent users to use it at a single geographic location. A single geographic location is in particular the site of Your place of business. The geographic restriction does not apply to portable computers if they are owned by You.

2. Grant of License and Restrictions

2.1. Number of Users. Kinobrand grants You a non-exclusive license to use the Font Software in a Licensed Unit for Your own personal or business purposes according to the terms of this agreement. If the number of users who use the Font Software exceeds those set forth in the definition of Licensed Unit above, then You must request from Kinobrand or its authorized distributors an appropriate license covering all users. An additional fee will be charged for this license extension.

2.2. Embedding. You may embed the Font Software in documents, applications or devices either as a rasterized representation of the Font Software (e.g., a GIF or JPEG) or as a subset of the Font Software as long as the document, application or device is distributed in a secure format that permits only the viewing and printing but not the editing of the text. You need an additional license from Kinobrand or its distributors (i) for the use of the Font Software in documents, applications or devices permitting editing of the text, if such documents, applications or devices shall be distributed to third parties or (ii) if the Font Software is embedded neither as a subset nor as a rasterized representation.

2.3. Backup. You may make backup copies of the Font Software for archival purposes only, provided that You retain exclusive custody and control over such copies. Any backup copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the original.

2.4. Service Bureaus. You may take a digitized copy of the Font Software used in a particular document to a commercial printer or service bureau for outputting this particular document (this document must not be edited by the printer or service bureau). In the event of any modifications to the document or use of the Font Software for other purposes, the printer or service bureau must purchase its own Font Software licenses.

2.5. Copying. You may not copy the Font Software or allow third parties to copy the Font Software except as granted in 2.2. to 2.4. Any allowed copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the original.

2.6. Modifications. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software except as expressly provided for in Clause 2.2. If You want to make modifications to the Font Software, You must obtain the prior written consent of Kinobrand.



3. Ownership

The Font Software, and all copies thereof, is protected by the Swiss Copyright Law, by the copyright and design laws of other nations, and by international treaties. Any copyright, trademark and other rights belong exclusively to Kinobrand. You do not gain the ownership of the Font Software or any part hereof under this Agreement. The structure, organization, and the code of the Font Software are trade secrets of Kinobrand, and You agree to treat them as such.

4. Transfer of License

Except as expressly provided herein, You may not give, rent or lease the Font Software or parts of it to third parties. You may transfer all Your rights to use the Font Software and documentation to another person or legal entity provided that (i) the transferee accepts and agrees in writing (with copy to Kinobrand) to be bound by all the terms and conditions of this Agreement, and (ii) You destroy all copies of the Font Software and documentation, including all copies stored in the memory of a hardware device. Without limiting the generality of the foregoing, You agree that You will not distribute or disseminate all or any part of the Font Software through any online service.

5. Limitation of Liability

If the Font Software does not perform substantially in accordance with the pertaining documentation, the entire and exclusive liability of Kinobrand shall be limited to either, at Kinobrand's option, the replacement of the Font Software or the refund of the license fee You paid for the Font Software. Kinobrand and its suppliers do not warrant the performance or results You may obtain by using the Font Software. Kinobrand and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will Kinobrand or its suppliers be liable to You for any consequential, incidental or special damages, including any lost profits or lost savings, even if a Kinobrand representative has been advised of the possibility of such damages, or for any claim by any third party. This warranty does not affect any claims You might have against Your retailer.

6. Termination

Kinobrand has the right to terminate Your license immediately if You fail to comply with any term of this Agreement. Upon termination, You must destroy the original and any copies of the Font Software and documentation.

7. General Provisions

You agree to inform all users who have legitimate access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement.

This Agreement may only be modified in writing signed by an authorized officer of Kinobrand. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

8. Governing Law

This Agreement will be governed by the laws of Switzerland. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.