

SLOW FONTS

End User License Agreement

January 2021

Preamble

We recommend that you carefully read and understand this End User License Agreement because it defines the authorized and banned uses of the typography file from Slow Fonts. If you are considering the usage of a Slow Fonts typography file in such way that is not covered in this license or you have any doubts about a statement within this agreement, please contact Slow Fonts prior to purchasing.

1. Definitions

- Typography: refers to a typeface designed by Slow Fonts as well as all of the elements that are part of its composition. This includes all glyphs, signs, symbols therein. This term defines a single style composing a family of characters, such as Regular, Italic, Bold, Bold Italic and so on.
- Typography file: refers to software file containing the typography and its information. It is installed on your computer in order to use a font of characters.
- User, licensee, you: terms that define a customer who will buy a license to use a typeface from Slow Fonts.

2. Purpose of this license agreement

- This license agreement (License, Eula) is a legal agreement between the purchaser (any person who installs Slow Fonts typography) and Slow Fonts. When you buy, download, and install a Slow Fonts typography file, you automatically accept the terms of the licenses and you must comply with the terms of this license without a time limit.
- You do not buy any property rights, intellectual property or copyright from Slow Fonts. When you buy a Slow Fonts license, you buy a non-exclusive right of use of a typography file as part of a particular set of conditions. Slow Fonts preserves all rights relating to typographies and their files.
- This contract prohibits any transfer, sharing or resale of the typography or its file. The user who has purchased a license agrees not to distribute the typography and its file even partially or temporarily.
- This contract has an unlimited duration and cannot be terminated. Slow Fonts guarantees the functioning of the typography for a period of 30 days after purchase. During this time we undertake to rectify any anomaly that may be encountered by the user and return a fully functioning file. Beyond this time period of 30 days, we will not do any maintenance or update of the typography and of its file. No return or refund is possible. In the event of recognized liability by Slow Fonts, reimbursement cannot exceed the cost of the license paid by the user.
- This contract and the file of the typography are protected by French law in intellectual property enforcement and the copyright, owned by Slow Fonts, regardless of the country of operation of the typography file.

3.1 The license

- The license is nominative and must be subscribed to by a legal entity or individual person, and must represent the person who will install the typography file. It grants the licensee a non-exclusive right of use of the typography and its file subject to full compliance with terms

of license and its regulations. If the user does not respect the terms of the license, Slow Fonts will have the right to withdraw the license from the user and request reparations.

- A license allows the installation of the typography and its file on a limited number of computers corresponding to the purchased license (see section 3.2). The installation must be carried out on the same site, the same address.
- The size of the license corresponds to the number of computers, on the same site, on which the user will need to install the typography and its file.
- Subscription to the Slow Fonts license is nominative. In the case of premises shared by independent or several agencies, the license will only cover the private person or legal entity having subscribed to the license.
- If an agency with a license subscription is working in collaboration with a freelancer, on its own site and the freelancer uses their personal equipment, the freelancer must necessarily subscribe to a Slow Fonts license in their own name. Only computers belonging to the agency will be covered by the license.
- If an agency has multiple locations, and the installation of the file is necessary in these different addresses, the agency will have to subscribe to one license per site.
- In the case of multiple self-employed individuals sharing the same workspace, each self-employed worker wishing to install the file from the typography will need to subscribe to an XS license in their own name.

3.2 The different options

- XS 1 computer
This license corresponds to the needs of a self-employed worker, it allows the installation of the typography file on 1 computer, at a single address.
 - S 2 → 5 computers
This license corresponds to the needs of a small business, it allows the installation of the typography file on 1 to 5 computers, in the same work space.
 - M 6 → 10 computers
This license corresponds to the needs of a larger business, it allows the installation of the typography file on 6 to 10 computers, in the same work space.
 - L 11 → 20 computers
This license corresponds to the needs of a larger business, it allows the installation of the typography file on 11 to 20 computers, in the same work space.
- For an installation beyond 20 computers, contact us at contact@slowfonts.xyz and we will offer a bespoke license.

4.1 All-in-one authorized uses / license

- Slow Fonts offers an all-in-one license. The purchase of a Slow Fonts license covers the use of the font file for the following exploitations: Print, Web, App, ePub, Logotype.
- You must pay attention to purchase the license that matches the number of installations per computer for a single address. Ensure that your employees or service providers (if there are any) subscribe themselves to a Slow Fonts license as well.
- Only the rights expressly stated in this Agreement are granted to you and the use of any other font software rights is strictly prohibited and will result in legal action.

4.2 Print

- Subscription to a Slow Fonts license authorizes the use of the typography file for all printed media (e.g. books, magazines, brochures, newspapers, signage, report, presentation, static web images).
- If your printer needs to install the typography to reproduce your designs, you need to make sure they uninstall and destroy copies of the typography file immediately after completing the work. Otherwise, this service provider must subscribe to a license on their own behalf.

4.3	Web	– Subscription to a Slow Fonts license authorizes the use of the typography file for a website strictly only if the licensee name and the domain owner's name are the same. Slow Fonts licenses are nominative and must correspond to the domain owner's name. – Integration of the typography file for a website should only be done by using designated formats: .woff and .woff2. The @font-face will be exclusively used to integrate the typography files into the Web sites. You must ensure that the typography file cannot be stored or used in a way that makes it accessible to the public or third parties without a license. – If you work with an external vendor—for example a web developer—this external vendor may install the typography file only during the time required for integration. You must make sure they uninstall and destroy any copies of the typography file immediately after completing the work. Otherwise, this external vendor must subscribe to a license on their own behalf.
4.4	App	– Subscription to a Slow Fonts license authorizes the use of the typography file for an App strictly only if the subscriber of the license is also the owner of the App. – Only the .otf version of the file typography can be used for the App
4.5	ePub	– Subscription to a Slow Fonts license authorizes the use of the typography file for integration into an ePub on condition that the subscriber of the license is also the author or publisher of the ePub. – Only the .otf version of the file typography can be used for ePub.
4.6	Logotype	– Subscription to a Slow Fonts license authorizes the use of the typography file for the design of a logotype or visual identity. As part of a logotype design, the Slow Fonts license does not allow the licensee to modify the typography file nor the glyphs. Any modification must be discussed with Slow Fonts as part of an exceptional authorization or a bespoke solution tailored to your needs. The design of a custom typeface will result in additional costs for the design or a specific license.
4.7	Unauthorized uses	– Non-compliance with one or more conditions of the license constitutes a violation of this agreement and results in the termination of the license without refund. The licensee agrees to have read the terms of the license and to comply with them. Any violation of this contract authorizes Slow Fonts to initiate legal proceedings against the responsible person and to invoice a surcharge for deviations from the contract. The payment will be required within 10 days. Slow Fonts will require the font files to be immediately deleted.
5.1	Installation	– Fonts can be used by a pre-determined number of users in accordance with the size of the license purchased. – A Slow Fonts license is reserved specifically for individual users or organizations wishing to subscribe their employees. In any case, the fonts under license cannot be shared with subcontractors, independent employees or affiliates. You can add additional users to your license by purchasing additional licenses. – The typography file cannot be stored or used in a way that makes them available to the public or to third parties without a license. You agree to protect the typography file against access and use by third parties without a license. If you discover or are informed of access or

non-authorized use by an unlicensed third party, you must immediately inform Slow Fonts and solve the problem as soon as possible.

- If you are using a server, the installation of the typography file is only authorized for use in a local network (“LAN”) and it must be secured within a company or from your home. The number of users who have access to the typography file on the server must not exceed the number of users allowed on your license subscription.

5.2 Backup

- The Slow Fonts licensee can make one backup copy of the typography file and must ensure that this copy is not accessible to an unlicensed third party.

6. Embedding the typography file in a digital document

- Integration of the typography file in digital documents such as PDF files is allowed if this document is not editable by a third party and if the typography file cannot be extracted from this document.

7. Notice

- For any uses of the typography file, the user must absolutely mention the following identification details of the font: the typography designer copyright as well as the name of Slow Fonts. This information cannot be removed from the typography file.

8.1 General restriction on copying and the transfer

- You agree not to transfer, directly or indirectly the typography file to a third party (employee, subcontractor, publisher, developer, printer...). The installation of the typography file without owning a typography license is prohibited.
- You agree not to rent, sell, transfer, sublicense, give, lend or further distribute the typography file, except in the cases detailed earlier in this EULA.

8.2 General restriction on modifications

- The typography file must not be modified, altered.
- It is forbidden to open the typography in character design softwares (such as FontLab, GlyphsApp, Robofont...).
- It is forbidden to rename, save a copy or export again the typography file. You cannot add or modify a glyph, add or modify a drawing, or increase the amount of supported languages.

8.3 Expiry time

- There is no expiry time on this contract or license or on its conditions, so you can use the typography file in perpetuity with no additional license fees. There is no geographical limitation to this agreement, you can use the typography worldwide.

8.4 Authorized uses and restrictions

- The rights stated in this Agreement are granted to you. The use of typography file in any other way is strictly prohibited and will result in legal action.

9 .	Guarantee	– Slow Fonts guarantees the proper and full functioning of the font files. The guarantee is subject to the 30-day restriction detailed in Section 2. All the Slow Fonts typographies are fully tested and controlled on Mac OS. – If the licensee wishes to file a complaint against Slow Fonts, they must provide all necessary elements to understand the conditions of use and the installation of the typography file. When the proper procedures are not followed, the operation of the typography file may be affected. – Slow Fonts cannot be held responsible for damage caused to a device, or to a project. – In no case shall the legal responsibility of Slow Fonts exceed the cost of reimbursement of the license purchased.
10 . 1	Control on the compliance with the license	– It is important to save your license. Slow Fonts will conduct compliance controls of the terms of this license agreement. The user is committed to being transparent and collaborating during this control. If the user does not respect the terms of the license agreement, Slow Fonts may demand reparations and/or pursue legal action.
10 . 2	Agreement	– The licensee agrees to have read the terms of the license and to comply with them. Any violation of this license agreement authorizes Slow Fonts to conduct legal action against the responsible person. If you have not subscribed to the correct license size, the subscription fee to the correct license size will be added to your penalty invoice. In the case of use of the typography file outside the terms of the license or without a license, you will receive a penalty invoice. The amount of the invoice will be calculated on the price of the license that should have been subscribed with an additional surcharge of 200% (at least). Payment will be required within 10 days. Slow Fonts will require the files to be immediately and completely deleted.
10 . 3	Jurisdiction and applicable law	– This agreement is governed exclusively by French law. – The license written in French is the only version which is legally binding. The English version is a translation provided for general understanding purposes only. Where there is a disagreement between the French and English versions, the French license will prevail. – Slow Fonts reserves the right to amend or to modify this license agreement at any time and without prior notification, as well as change its price list. Changes will not be applied retroactively. Slow Fonts will make these modified conditions available on its website, www.slowfonts.xyz. If you disagree with changes to the terms of the license, your continued use of typography files will constitute a violation of the agreement. – Should a dispute arise, each party has an obligation to inform the other party of the problem/ dispute by registered mail. The parties are then obliged to work together to consider an amicable solution, prior to taking further legal action before a court of law. Any dispute arising between the Parties concerning the existence, validity, interpretation and / or the performance of this contract which could not have been amicably resolved will be returned exclusively to the court of Lyon (Rhône-Alpes-Auvergne, France), the only competent court to judge these questions.