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## Definitions Terms and meaning

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In this EULA, the following definitions apply:		
Font Software, Fonts, Font License	2.1.1	Font Software, Fonts, and Font License refer to the software developed and produced by Sale Character, which, when used with the appropriate hardware and software, allows for the generation of the typographic characters ("Fonts") available on Sale Character's website. "Licensed Fonts" shall mean the typographic characters ("Fonts") purchased by you as specified in your purchase order.
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Embed	2.1.3	Embed: Embedding refers to the incorporation of Fonts into applications. This involves the inclusion of Font files into an application or an application package using various methods (which may vary depending on the operating system and programming platform). The Fonts are utilized by these applications to style both dynamic and static text within them. It's important to note that you should not embed the Fonts directly into physical devices or save Font files onto a device for the purpose of selling, gifting, shipping, or otherwise transferring the device to a subcontractor.
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License Owner	2.1.5	License Owner: The License Owner refers to the individual, company, corporation, or other organization covered by this Agreement due to their access or use of Font Software. The License Owner is always the end user of the license who directly benefits from it (excluding service/ad/branding agencies, print partners, freelancers, etc., who utilize the fonts on behalf of their clients). The type of License Owner is differentiated based on the organization's employee count or specific categories such as students and non-profit entities.
Designer	2.1.6	Designer: Designer refers to any entity, such as a design agency, studio, individual designer, or other service bureau, that provides services to the Licensee involving the use of the Fonts. If the License Owner wishes to grant other Subcontractor permission to use the fonts, they must purchase a Subcontractor add-on.
Subcontractor, Third party	2.1.7	Subcontractor: Subcontractor refers to any third party using the Fonts on behalf of the Licensee. Unless the Designer and Licensee are the same entity (i.e., the Designer is creating work for their own organization), the Designer is considered a Subcontractor of the Licensee. To authorize third parties to use the fonts for company-related work, the License Owner needs to purchase a Subcontractor add-on.

## License Specific Usage Rights

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General	3.1.1	<p>Fonts are utilized across various media types, prompting us to offer a range of licenses tailored to different needs. The specific license purchased is indicated on your invoice. Should the License Owner's company size expand beyond the metrics outlined in your invoice, a license upgrade will be required. Our license fees are one-time payments; there are no recurring subscription charges.</p> <p>Alternatively, if you prefer not to monitor growth and license upgrades, an unlimited license option may better suit your needs (<a href="#">Page 5 out of 7, Article 3.12.1</a>).</p> <p>Furthermore, it is mandatory for the company or brand to be explicitly named in the license documentation. The fonts may only be used for the designated company or brand stated in the license. Use of the fonts for any other company or brand, whether under the same ownership or not, requires the purchase of additional licenses. It is the responsibility of the company using the fonts in their brand or communications to ensure that the appropriate licensing covers all intended uses.</p>
Desktop License	3.2.1	<p>A Desktop License is required for using Licensed Font to create static documents like books, newspapers, logotype, and visual identities.</p>
Permissions and Restrictions of Use	3.2.2	<p>Print documents using devices like printers, plate outputs for offset, or film outputs for screen-printing. Create static images in formats like JPEG, TIFF, and PNG, with these restrictions: Image Files must show static images of specific uses of the Licensed Fonts, pixelated in a grid. They must not show outlines of the Licensed Fonts or allow the outlines to be extracted or recreated.</p> <p>Print includes: Book Cover/Pages, Business Card, Magazine, Newspaper, Pamphlet, Wedding Invite.</p> <p>Static Images includes: JPEG Image, PDF Document, PNG Image, TIFF Image, Vector Artwork, Logotype (Unregistered trademark).</p> <p>Out of Home includes: Print Billboard, Print Signage, Poster.</p>
Embedding	3.2.3	<p>You can embed Licensed Fonts in digital documents, but only in a secured, read-only mode. This means the document text can be viewed and printed, but recipients cannot extract or use the embedded fonts for editing or creating new documents.</p> <p>The Fonts can be embedded in: Portable Document Format (PDF), PostScript (PS), Encapsulated PostScript (EPS)</p> <p>Embedding in other formats is not allowed under this license.</p>
Modification	3.2.4	<p>You are not allowed to modify the Fonts in any way. However, you can convert text into vector paths and edit those vector paths in compatible applications.</p>



<b>Web License</b>	<b>3.3.1</b>	A Web License is required to embed a Licensed Font on the internet, to style and display text on a website. A “Website” refers to a collection of related web pages organized under a single domain, viewable through a web browser or a web-based mobile app.
Permissions and Restrictions of Use	3.3.2	<p>Our fonts are available exclusively as self-hosted web fonts using CSS @font-face technology to style text on your websites. No other technologies are permitted. Sale Character provides fonts in WOFF2 format by default, but WOFF and EOT formats can be requested if needed. The use of any other formats, such as TTF or OTF, is strictly prohibited. Using static images of the Font Software on a website also requires a Web License.</p> <p>Web includes: 1 (Single) Domain, Displaying Webpages. E-mail, Newsletters.</p> <p>If the Licensee wishes to use the fonts for multiple web domains, a separate web license must be purchased for each additional domain. If the Licensee intends to use the fonts in desktop software such as Figma, a desktop/print license must be obtained.</p>
Embedding	3.3.3	The Fonts may be embedded into websites using the CSS @font-face method only. Embedding the Fonts in any other format or manner is not permitted under this license.
Modification	3.3.4	You are not allowed to modify the Fonts in any way, Sale Character does not provide support for, nor guarantees the proper functioning of any modified Fonts.
<b>Social Media License</b>	<b>3.4.1</b>	A Social Media License is required to display a Licensed Font on any social media channel(s). For companies with multiple accounts for different geographical areas, the licence only covers the account associated with that geographical area.
Permissions and Restrictions of Use	3.4.2	<p>Our Social Media License permits the use of our fonts on any social media platform without the need for a separate desktop or web license. This license also covers the creation of videos for social media only, eliminating the need for a video license for such content.</p> <p>Separate licenses are required for different regional divisions of a company. For instance, a company with multiple regional divisions must obtain distinct licenses for each division (e.g., a magazine's Italian edition, French edition, etc.).</p>
Modification	3.4.4	You are not allowed to modify the Fonts in any way, Sale Character does not provide support for, nor guarantees the proper functioning of, any modified Fonts.
<b>App License</b>	<b>3.5.1</b>	App License is required to embed a Licensed Font in native apps, web apps, or hybrid apps, on mobile or stationary devices, for example, personal computers, smartphones, entertainment systems, game consoles, medical instruments, etc.
Permissions and Restrictions of Use	3.5.2	<p>App includes: Android Apps, iPhone Apps, Software Apps, Console Games, PC Games, Oculus VR Apps, Online Games.</p> <p>You represent and warrant that you own the specified app(s) and have full control over their content. For gaming purposes, separate licenses are required for each distinct game owned by the company. For example, a game development company must obtain separate licenses for each of their games (e.g., different titles and their respective prequels/sequels).</p>
Embedding	3.5.3	You have the right to embed the Font Software in the application(s) built to run natively on mobile operating systems including, but not limited to, Android, iOS, and Windows Mobile. You undertake to have the Font Software embedded in a secure manner such that it cannot be extracted from or accessed outside of the Specified App(s).
Modification	3.5.4	You are not allowed to modify the Fonts in any way, Sale Character does not provide support for, nor guarantees the proper functioning of, any modified Fonts.
<b>Video License</b>	<b>3.6.1</b>	A Video License is required for display a Licensed Font on video media in the context of video content and animated or moving images in Digital Out-Of-Home (DOOH) settings and on digital platforms such as YouTube and Twitch.
Permissions and Restrictions of Use	3.6.2	<p>Video includes: Digital billboards, LED panels, Giant screens, Wall-mounted or portable displays, Planimeters or advertising columns, Electronic information boards for communities (JEI), Digital signage networks, Digital platforms.</p>



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<b>Trademark License</b>	<b>3.7.1</b>	A Trademark License is required to legally register or trademark a logotype for any type of company at the national or international level.
Permissions and Restrictions of Use	3.7.2	<p>You have the legal right to register or trademark a logotype featuring outlines of the Licensed Font. You must represent and warrant that you own the specified trademark(s) and have control over their content. If you wish to register or trademark a logotype for another brand, a separate Trademark License must be acquired.</p> <p>This type of license extension is subject to a special offer by Sale Character, and an agreement must be reached with us regarding the specific terms of the license.</p>
Embedding	3.7.3	You are required to embed the Font Software securely to prevent its extraction or unauthorized access.
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Modification	3.10.4	<p>You are not allowed to modify the Fonts in any way. However, you can convert text into vector paths and edit those vector paths in compatible applications.</p>
<b>Server License</b>	<b>3.11.1</b>	<p>A Server License is required to install and use the Font Software on servers that are accessible to remote users or website visitors.</p>
Permissions and Restrictions of Use	3.11.2	<p>The Licensee may install the Font Software on servers for use on local area networks (LANs) or for remote access by website visitors. The use of such Font Software must be limited to the licensed unit. The Font Software may not be installed or used on servers that are accessible via any external network system not specified in the license agreement.</p> <p>If the specified servers are owned by subcontractors, you must inform these third parties of their obligation to comply with the terms and conditions of this Agreement. You represent and warrant that you have control over the content on the specified servers.</p> <p>This type of license extension is subject to a special offer by Sale Character. An agreement must be reached with us regarding the specific terms of the license. The license purchase must specify the number of servers on which the Licensed Font will be stored and used.</p>
Modification	3.11.3	<p>You are not allowed to modify the Fonts in any way. Sale Character does not provide support for, nor guarantees the proper functioning of, any modified Fonts.</p>
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Permissions and Restrictions of Use	3.13.2	<p>Trial Licenses can be downloaded from the trial page. The use of the Font Software is strictly limited to the Licensee for testing, evaluation, and pitching purposes, and must remain within an internal and non-commercial context. The trial versions provide access to a reduced character set. These trials are suitable for evaluation in any commercial project and are clearly marked with a "trial" designation in the PostScript name.</p> <p>Trial is allowed for: Testing, Pitch, Non commercial project.</p>
Embedding	3.13.3	<p>The Font Software cannot be embedded in any manner for any purpose.</p>
Modification	3.13.4	<p>You are not allowed to modify the Fonts in any way, Sale Character does not provide support for, nor guarantees the proper functioning of, any modified Fonts.</p>
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<b>Cultural/Non-Profit Discounts</b>	<b>3.15.1</b>	<p>Sale Character is open to offering discounts to cultural or non-profit establishments. These organizations are invited to contact us to discuss potential offers for using our Font Software in their projects. Inquiries can be sent to <a href="mailto:office@salecharacter.com">office@salecharacter.com</a>.</p> <p>For any questions or to initiate a partnership with Sale Character, cultural or non-profit establishments should contact us at the email address provided above.</p>
<b>My option is not here</b>	<b>3.16.1</b>	<p>Should you wish to employ the Font Software for any uses beyond those specified, you must contact Sale Character to arrange an appropriate agreement.</p>
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<b>Breach of contract</b>	<b>4.1.2</b>	<p>Upon notification or any other awareness of a breach of this Agreement, you are provided with a 14-calendar-day window to rectify the situation. Failure to do so will result in the immediate termination of the Agreement. Any unaddressed violation of the terms and conditions of this Agreement will lead to the termination of your license to use the Fonts.</p> <p>Following the termination of the Agreement, you are required to eliminate all copies of the Fonts, including your archive copies, and provide certification of this action to us.</p> <p>The penalty for violating the terms and conditions of this EULA amounts to half of the total license cost, with a minimum penalty of CHF 5,000. If you have used the Fonts without purchasing a license, the full license cost will be added to the penalty payment.</p> <p>All expenses incurred due to a dispute regarding or a breach of this agreement are the responsibility of the licensee. Additionally, you will reimburse Sale Character for all costs resulting from a dispute related to violations of this EULA.</p> <p>Any payments pertaining to a breach of contract, including but not limited to penalties, licensing costs, and legal costs, must be settled within 7 calendar days from the date of our invoice, whether sent via email or by any other means.</p>
<b>Rights reserved</b>	<b>4.1.3</b>	<p>All rights not explicitly granted in this agreement are reserved by Sale Character.</p>
<b>Warranties</b>	<b>4.1.4</b>	<p>Sale Character affirms and guarantees that it possesses the right and authority to engage in this licensing agreement. Furthermore, it assures that the agreed-upon deliverables do not infringe upon the intellectual property rights of any subcontractor.</p>
<b>Liability</b>	<b>4.1.5</b>	<p>Sale Character's liability is restricted to cases of gross negligence and intent, and is capped at the value of the purchased licensing. It is not liable for any losses in terms of revenue, time, or similar factors under any circumstances.</p>
<b>Unauthorised Access to Font Software</b>	<b>4.1.6</b>	<p>The Licensee is responsible for implementing adequate measures to prevent unauthorized access to the Font Software and any copies thereof.</p>
<b>Licence Compliance</b>	<b>4.1.7</b>	<p>The Licensee is required to communicate the content and terms of the license provisions applicable to the Font Software to employees, representatives, and any individuals granted access under this agreement. These parties must adhere to and comply with the specified provisions and terms.</p>

Licence Confidentiality	4.1.8	The licensee must maintain the confidentiality of all information contained in or pertaining to the license documentation, which includes receipts, invoices, and license details. The licensee agrees to employ all reasonable measures to prevent unauthorized use, reproduction, distribution, or disclosure of this information. Disclosure to third parties is permissible solely for the purpose of maintaining accurate bookkeeping records, with any third-party recipient being subject to the terms of this confidentiality clause.
Context	4.1.9	The use of our fonts in any manner that promotes hate, racism, or any other form of discrimination is strictly prohibited. Furthermore, any design work intended for political purposes, such as posters, advertisements, campaign materials for any member of parliament, or representatives of a political party, must obtain prior approval for publication through written consent.
Marketing	4.1.10	Upon public use of a license, Sale Character retains the right to utilize your company's name, trademarks, and related images and videos for marketing purposes exclusively. If you do not wish to grant Sale Character this right, you can communicate your decision by emailing <a href="mailto:office@salecharacter.com">office@salecharacter.com</a> within 7 calendar days before or after your purchase date.
Artificial Intelligence, Machine Learning and Algorithmic Processes	4.1.11	The Font Software and its associated data, including glyph outlines, metrical data, kerning, and hinting information, may not be used to create new fonts or font-based services through artificial neural networks, machine learning, or any other algorithmic or generative processes. This includes any automated or AI-based methods that utilize the Font Software or its data to train deep learning systems for synthesizing, generating, or modifying fonts, regardless of the method, application, or intended outcome.
Applicable law and court of jurisdiction	4.1.12	<p>Any disputes arising from, or in connection with this contract, as well as any dispute over the materialisation of this contract, are exclusively subject to SWISS LAW without regard to any conflict of law principles, and excluding, in particular, the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law Applicable to International Sales of Goods (Den Haag 1955). The rights and obligations of the parties arising from this contract are based on Swiss law, even if the exertion or breach of contractual rights takes place in a foreign country.</p> <p>The place of performance and the exclusive place of jurisdiction is the location of Sale Character's headquarters, presently in Lausanne, Switzerland.</p>

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Noted.

This agreement is based on the September 2025, and future editions may be subject to change.