

# Licence Agreement Desktop

Caron Twice Desktop Licence Agreement

This Licence Agreement is a legally binding Agreement and by downloading and/or installing Caron Twice Font Software (defined below) you agree to and are bound by the following terms and conditions. If you do not accept the terms, you cannot download or use the Font Software.

## 1. DEFINITIONS

1.1 Caron Twice shall mean individual designer Martin Činčár, with his registered seat at Africká 19/668, 160 00 Praha, Czech Republic, Id. No. 01114620, Tax Id. CZ9406210495, using the brand "Caron Twice" for designating his work and business activities. Caron Twice operates the e-shop <https://carontwice.com>.

1.2 Font Software or Font shall mean the font selected by you in the Caron Twice e-shop and indicated in the invoice for your relevant purchase; the Font Software, when used on an appropriate device or devices, generates typefaces and other typographic designs and ornaments. Font Software includes updates, upgrades, modifications and copies explicitly permitted hereunder, related files and documentation, as applicable.

1.3 License Fee shall mean the fee indicated in the invoice for your relevant purchase of the Font.

1.4 Workstation shall mean a computer, smart phone, screen, and other digital communication technologies by which you are able to make use of the Font Software.

## 2. USAGE and LICENSE

2.1 Use of the Font Software will occur when an individual using a Workstation is able to give instructions that are followed by the Font Software (whether by keyboard or otherwise).

2.2 Any use of the Font Software for other than desktop purposes, in particular, without limitation, the use for the purposes of web read (i.e. the use as web fonts), e-books, digital publishing, applications (i.e. application software designed to run and function on Android, iOS, Windows Phone and / or other device operating systems) or broadcasting, is not permitted under this license and require a specific license granted by Caron Twice. Please contact Caron Twice for more information on such specific licencing terms.

2.3 The Font Software (including the typeface of the Fonts) is the exclusive property of, and is

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owned by, Caron Twice. This licence, which is non-exclusive, non-assignable, and non-transferable grants certain rights to use the Font Software. With the exception of your rights to use the Font Software granted by this licence, all other rights, title and interest in and to the Font Software and the typeface, its organisation, structure and code and related files including all property rights therein such as trademark rights and copyright design are owned by and are the valuable property of Caron Twice and may not be exercised by you.

2.4 This license allows the Font Software to be installed on such number of Workstations as chosen by you in the e-shop and as indicated in the invoice for your relevant purchase of the Fonts. Where there is no such indication, the Font Software may be installed on an unlimited number of Workstations.

2.5 This licence is extendable to cover up to such number of users as chosen by you in the e-shop and as indicated in the invoice for your relevant purchase of the Fonts. It is your sole responsibility to ensure that the correct number of users are selected when purchasing the Font.

2.6 The license allows you to use the Fonts worldwide and for an unlimited period of time only for your personal or company purposes (i.e. the use by you personally or your authorized employees for your customary personal or company purposes and in no way for any sale, transfer or distribution of the Fonts or the license in whole or in part). Caron Twice Font Software may not be copied or duplicated in any form except for a single copy for backup purposes, this is granted exclusively to protect the Font Software. Upon termination of the Agreement, you must destroy the original and back up copy of the Font Software.

2.7 This licence is non-transferable unless prior written express permission is given by Caron Twice. You may not rent, lease, sublicense, lend or distribute the Font Software.

2.8 You may not adapt, translate, modify, reverse engineer, disassemble, decompile, alter, re-digitize, convert the Font Software and/or the design of the typeface of the Fonts, or otherwise attempt to discover the source code of the Font Software.

2.9 Glyphs (unlike the Font Software) may be altered for logo or branding purposes. The amended glyphs may not be resold as a font and the font remains the property of Caron Twice.

2.10 The Font Software may be used for the production of branding in any part of a campaign, graphic or otherwise, which involves the design and/or repetition of a logo, insignia, emblem, trademark, nameplate, logotype, typeface, symbol, standardized graphic arrangement or layout intended to signify or identify an agency or entity. Where the Font is used by a graphic designer,

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the graphic designer may use the Font for designing purposes and present the Font to its customer as part of the graphic designer's product; if the customer chooses to make use of the product and/or the Font, such customer shall be entitled to do so solely based on an appropriate separate license purchased by such customer from Caron Twice.

2.11 Embedding of the Font Software into PDF documents and rasterized files (such as PNG, GIF, JPG, JPEG) is only permitted in secure read-only mode. It is your responsibility to ensure that recipients of such documents cannot extract the Font Software for the creation of new documents or editing purposes. Any kind of embedding in breach of this clause is prohibited.

2.12 You may provide a digitized copy of the Font Software used for a particular document to a commercial printer or service bureau for use in printing such documents.

2.13 Use of the Font Software not permitted by the Agreement will constitute a theft of this property and breach of this license.

## 3. TERMINATION

3.1 This License Agreement may be terminated by mutual written agreement. Unilateral termination of this Agreement by either party is excluded save as otherwise expressly set forth in this Agreement. Caron Twice has the right to terminate this licence with immediate effect upon delivery of the termination notice should you, or any of your authorised users, fail to comply with its terms.

3.2 The termination of the Agreement will not prohibit Caron Twice from seeking compensation against you for damages for any breach of the Agreement. Upon termination of the Agreement you must destroy the original and back up copies of the Font Software and any related documentation and cease all use of trademarks or other designations using / incorporating the Fonts.

## 4. WARRANTY

For a period of 30 days after delivery of the Font Software, Caron Twice guarantees that the Font Software will perform in accordance with its usual purpose. If the Font Software fails to function during such period, you may report the defect to Caron Twice who may choose upon its discretion to either replace the Font Software or refund the License Fee. The replacement or the refund is the sole and exclusive remedy provided by Caron Twice for a defect of the Font Software arising within the period of 30 days following delivery of the Font Software. Caron Twice provides no guarantee whatsoever for any defects arising after the lapse of 30 days following

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the delivery of the Font Software. Any refunds shall be limited exclusively, entirely, and cumulatively to the Licence Fee paid to Caron Twice to obtain delivery of the Font Software. The Warranty shall be rendered invalid (and no remedy applies) if Font Software has been, in any way, modified, altered or converted by the user.

## 5. DISCLAIMER

You agree that downloading and using the Font Software is fully at your own risk and that, unless set forth otherwise herein, Caron Twice makes no warranties, express or implied, as to non-infringement of third-party rights, marketability, suitability for a particular purpose, or otherwise. Without limiting the former, Caron Twice shall in no event be liable to you or any other third party for direct, indirect, consequential, or incidental damages. The exclusion of liability concerns also damages from loss of business profits or information arising out of the use or inability to use the Font Software even if notified in advance. Should the aforementioned exclusion of liability not be permitted in any jurisdiction, you agree that Caron Twice's liability for damage shall in no event exceed the amount of the License Fee paid by you for the Font Software to which the damage relates.

## 6. GOVERNING LAW

This Agreement is governed by the laws of the Czech Republic and the relevant Czech courts shall be competent to resolve disputes which fail to be settled amicably.

Version 1.1, April 2021