

End User Licence Agreement (EULA)

General

The terms of this agreement are accepted once the provided font files, also referred to as just "fonts", have been received, purchased, downloaded, installed, used, or otherwise handled.

The EULA replaces any kind of proposals or agreements on the licensing of the provided font files with Nguyen Gobber OG in the past.

Any breach of the terms of this agreement shall be cause for termination. If one is found to be using the provided fonts illegally, legal action will be undertaken.

The right to update the licence agreement at any time without prior consent or notice is reserved.

Ownership

The intellectual property of the design contained in the font files is owned by Nguyen Gobber OG.

The purchase of a licence defined in this EULA makes the licence holder a licensed user of the provided fonts and not an owner.

Allowances and Restrictions

The attained licence is not an agreement for sale, sub-licensing, lending, or leasing of the fonts, their design, or any portion of it to any third party.

The attained licence grants the licence holder non-exclusive, non-assignable, and non-transferable rights to use the fonts.

The rights to use the fonts granted by the attained licence is defined in respect of the defined area of use (see Desktop licence, Web licence, etc.) and of the kind and size of the entities for which the fonts will be used (see Standard and Extended licences). More details on the licensing options are stated on the upcoming page.

The scope of the attained licence is specified in the order. If for any reason no specification of the scope is stated, only the smallest scope offered at the time of purchase is granted by the licence.

If the licence holder exceeds the scope of the attained licence, one must unsolicited and promptly report to Nguyen Gobber OG to acquire further necessary licences.

Multiple attained licences for the same licence holder are cumulative and do not supersede each other.

If not stated otherwise, the attained licence is perpetual.

The provided fonts are allowed to be passed onto a pre-press service, printer, web developer, or similar kind of contractors for output only.

Contractors are not allowed to actively create new documents with fonts that have been passed on and have to delete the fonts after the creation of the intended output.

Any kind of changes or modifications such as converting, altering, or renaming the font files are strictly forbidden.

Opening the provided font files in software that is capable of creating and/or exporting font files, such as Glyphs, RoboFont, FontLab, FontForge, etc., is strictly forbidden. If there is an interest in customizing the provided fonts, one is invited to contact Nguyen Gobber OG to discuss the commission of a bespoke typeface.

One is allowed to purchase licences from us for their client under the following conditions: The client must be specified as the licence holder when purchasing. One has to ensure that their client has read, understood, and accepted this EULA. One is not allowed to invoice the licence to their client at a price different from the one specified in the original invoice. A copy of said original invoice has to be provided to the client.

The use of the fonts for any kind of political purpose, such as a political party, a political campaign, a political event, or an interest group requires a written agreement by Nguyen Gobber OG. In case such a written agreement has not been issued, the use of the fonts is strictly forbidden, even if an otherwise valid licence has already been issued.

Limited Warranty and Liability

Although every effort has been taken to check the fonts for viruses or any other kind of malfunction, we do not take responsibility for damage caused to a user's hardware, software, or loss of income that may have occurred as a result of receiving, downloading, installing, using, or otherwise handling the provided fonts.

Under no circumstances shall Nguyen Gobber OG's liability exceed the costs of the licence purchased.

Indemnification

The licence holder has to indemnify Nguyen Gobber OG from and against damages and costs arising out of third-party claims or the licence holder's breach of its obligations under this agreement.

Licensing Options

All licences are issued as standard or extended licences.

Standard

- Standard licences do not allow the use of the fonts for private, for-profit entities with more than 250 employees.
- If not explicitly stated otherwise, the licence at hand is a standard licence.

Extended

- Extended licences allow the use of the fonts for private, for-profit entities with more than 250 employees.
 - Extended licences are explicitly described as such and only issued on request.
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Desktop Licence

- The desktop licence allows font files to be installed on personal computers (PCs) owned by the licence holder for use in desktop publishing software to create documents, static images, print files, non-trademarked logos, non-broadcast videos, and such.
- The desktop licence is limited to an explicitly stated number of personal computers (PCs) belonging to the licence holder onto which the font files are allowed to be installed.

Web Licence

- The web licence allows font files to be embedded via @font-face technology or similar into a single website accessible via a specified web domain.
- The web licence applies to a specified web domain, which must be owned by the licence holder, and is restricted to an explicitly stated number of monthly page views.

Trial Licence

- The trial licence comes into effect when handling trial versions of the fonts and allows their use for testing purposes only. Therefore, any use of the trial versions of the fonts in any kind of final and/or published project, may it be personal or commercial, is strictly forbidden.
- In all cases of testing the fonts for their potential use in an online environment, the licence holder is obliged to test the fonts only in a protected, offline environment.
- Students, who must be able to show a valid student ID to be recognised as such, are allowed to use the trial versions of the fonts for student projects and may publish those as long as these student projects remain non-commercial and only if the name of the fonts and its designer “Nguyen Gobber” gets credited appropriately.

Other Kinds of Licensing

To use the fonts in an area or scope that is not covered by one of the licences described in this document, one is invited to contact Nguyen Gobber OG to request an appropriate licence. Areas or scopes of use that need other kinds of licensing are for example:

- Apps
 - E-Books
 - Games
 - Broadcasting
(television, cinema, subscriptional or transactional video on demand, live streaming, and similar)
 - Contractors
(extending licences to external parties)
 - Trademark registration
 - Unlimited and/or exclusive use
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Governing Law and Jurisdiction

This agreement is governed by and shall be construed in accordance with the laws of Austria. The exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement shall be the competent courts of Vienna, Austria.

Contact

This End User Licence Agreement is issued by:
Nguyen Gobber OG
type@nguyengobber.com
www.nguyengobber.com

For full legal details, including our physical address, please refer to www.nguyengobber.com/legal-notice.