1 General

1.1 This is an agreement between Nguyen Gobber OG ("Nguyen Gobber") and you, meaning any individual or legal entity that is an end user, purchaser, or licence holder of the font files provided by Nguyen Gobber, also referred to as just "fonts".

1.2 The terms of this agreement are accepted upon purchase, receipt, installation, or use of the fonts.

1.3 The EULA replaces any kind of proposals or agreements on the licensing of the fonts with Nguyen Gobber in the past.

1.4 If any provision of this agreement is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall apply that best reflects the economic purpose of the original provision.

2 Ownership

2.1 The intellectual property of the design contained in the fonts is owned by Nguyen Gobber.

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

2.3 Any and all rights not expressly granted in this agreement are reserved to Nguyen Gobber. The licence holder agrees and undertakes not to use the fonts for any purpose not expressly permitted under the attained licence.

3 Allowances and Restrictions

3.1 The attained licence grants the licence holder the non-exclusive, non-transferable, non-sublicensable right to use the fonts. The licence holder shall not sell, lend, lease or—subject to the next two paragraphs—in any other form provide the fonts (including the files), their design, or any portion of it to any third party.

3.2 The fonts are allowed to be passed onto a prepress service, printer, web developer, or similar kind of contractors of the licence holder for output only. Such 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. The licence holder shall ensure compliance by contractually obliging the contractor accordingly.

3.3 You are allowed to purchase licences from Nguyen Gobber for your client under the following conditions: The client must be specified as the licence holder when purchasing. You have to ensure that your client has read, understood, and accepted this EULA. A copy of the original invoice has to be provided to your client.

3.4 The rights to use the fonts granted by the attained licence is limited to the kind and size of the entities for which the fonts will be used (see Licensing Options: Standard and Extended Versions), to the defined area of use (see Licensing Options: Desktop Licence, Web Licence, and other kinds of Licences), and to the respective limits (e.g., number of PCs, monthly page views) as specified in the order.

3.5 If, for any reason, no specification of the respective limit is stated in the order, only the smallest limit offered at the time of purchase is granted by the licence.

3.6 If the licence holder exceeds the scope of the attained licence, they must unsolicited and promptly (and in any case within 14 days) report to Nguyen Gobber and acquire further necessary licences.

3.7 Multiple attained licences for the same licence holder are cumulative and do not supersede each other (e.g., if two Desktop Licences for 25 PCs are obtained, the licence holder may use the fonts on up to 50 own PCs).

3.8 In any case, 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, is prohibited unless Nguyen Gobber expressly agrees to such use in a separate written agreement.

3.9 If not stated otherwise in the order, the attained licence is perpetual.

3.10 Using the fonts (or any representation or reproduction derived from them) as data for training, fine-tuning, or otherwise developing machine learning or artificial intelligence systems is strictly prohibited.

3.11 Modifications to the fonts are strictly prohibited.

3.12 Using the fonts (or any representation or reproduction derived from them) in software capable of creating or exporting font files (e.g., Glyphs, RoboFont, FontLab) is strictly prohibited.

3.13 If there is interest in customising the fonts, you are invited to contact Nguyen Gobber to discuss the commission of a bespoke typeface.

4 Termination and Penalties

4.1 Any breach of the terms of this agreement by the licence holder, in particular any use of the fonts for purposes not expressly permitted under the attained licence (e.g., use on websites when only a Desktop Licence was attained, unauthorised political use, modifications to the fonts) or any exceeding of the respective limits (e.g., number of PCs, monthly page views) without timely reporting to Nguyen Gobber and obtaining the required additional licences, shall be cause for termination by Nguyen Gobber.

4.2 After termination, you must promptly destroy all copies of the fonts, including archive copies. In the event of a breach, you must reimburse Nguyen Gobber for reasonable costs directly arising from enforcing this agreement, including legal fees. You must also, independent of fault, pay a contractual penalty of 200 percent of the total fees for the licences required to permit the specific uses of the fonts not covered at the time of the breach, with a minimum of € 2.000. In the event of unauthorised political use or modifications to the fonts, the contractual penalty shall be a minimum of € 5.000.

5 Limited Warranty and Liability

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

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

5.3 The previous limitations of liability shall not apply in the event of damages attributable to blatant gross negligence or intentional misconduct by Nguyen Gobber or personal injuries.

6 Indemnification

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

7 Governing Law and Jurisdiction

7.1 This agreement is governed by and shall be construed in accordance with the laws of Austria, excluding conflict of laws rules and the CISG.

7.2 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.

8 Contact

This End User Licence Agreement is issued by:

Nguyen Gobber OG
type@nguyengobber.com
www.nguyengobber.com

For full legal details, including Nguyen Gobber's physical address, please refer to www.nguyengobber.com/legal-notice

Licensing Options

All licences are issued as Standard or Extended Versions (e.g., Standard Desktop Licence, Extended Web Licence).

Standard Version

- A Standard Version allows fonts to be used for any entity, excluding for-profit entities with more than 250 employees, in accordance with the relevant licence (e.g., Desktop Licence, Web Licence).
- If not explicitly stated otherwise in the order, the attained licence is a Standard Version.

Extended Version

- An Extended Version allows fonts to be used for any entity, including for-profit entities with more than 250 employees, in accordance with the relevant licence (e.g., Desktop Licence, Web Licence).
- An Extended Version is explicitly described as such in the order and only issued upon request.

A "for-profit entity" is any organisation that generates revenue for the benefit of owners, shareholders, or stakeholders, or operates for commercial gain, including state- or community-owned organisations with a commercial profit objective. Organisations that reinvest all revenue solely for educational, cultural, charitable, or public service purposes are not considered for-profit. For the purposes of this agreement, any organisation may be classified as a for-profit entity at the sole discretion of Nguyen Gobber.

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, print files, static images, social media graphics, non-trademarked logos, and non-broadcast videos.
- The Desktop Licence is limited to an explicitly stated number of personal computers (PCs) owned by the licence holder, onto which the font files are allowed to be installed.

Web Licence

- The Web Licence allows the provided WOFF and WOFF2 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 limited to an explicitly stated number of monthly page views (MPVs).

Trial Licence

- The Trial Licence comes into effect when handling trial versions of the fonts and allows their use for testing purposes only. Any use of the trial versions of the fonts in any kind of final and/or published project, whether personal or commercial, is strictly prohibited.
- 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 can present a valid student ID may use the trial versions of the fonts for student projects. Such projects may be published provided they remain strictly non-commercial and the font name(s), as well as "Nguyen Gobber", are properly credited.

Other Kinds of Licences

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

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