LAZYDOGS WEB LICENSE

End User License Agreement for font software (EULA)

This license agreement for font software becomes a legally binding contract between you and the Büschl, Linke, Seidl GbR (henceforth referred to as »Lazydogs Typefoundry«), when you download and / or install Lazydogs Typefoundry's font software.
If you refuse to accept this agreement, you are not permitted to download or use the font software. In this case return the software to Lazydogs Typefoundry.

1.   PERMITTED INSTALLATIONS AND USES

Subject to the terms and conditions hereof and upon complete payment of the license fee, the Lazydogs Typefoundry grants to you a non-exclusive, non-transferable right to use the font software on websites, using the @font-face selector in CSS files, subject to all of the following:

– The licensed font software may be used on any website owned by you. The total traffic, measured in page views, of all websites using the licensed font software must be no greater than 100,000 page views per month. If the total traffic exceeds this limit, you must contact Lazydogs Typefoundry.

– Businesses or organizations that are responsible for multiple clients' websites (such as advertising agencies, web design agencies, hosting providers or others) must enter into separate license agreements for each client's website.

– You must prevent direct-linking to the fonts as described in the appendix to this agreement.

– The use of the licensed font software with technologies other than @font-face, such as sIFR, Cufón or Typeface.js, is not allowed.

– The comments, showing copyright and other legal information provided in the sample HTML / CSS / Javascript files, for each font software must be retained in your working website code.

Additionally you can store copies of the font software on other storage devices for archival and / or backup purposes, as long as they are not installed to a computer and this license agreement and other documentation is stored with the font software.

This means, that you can work with our webfonts on your website(s), with up to 100,000 page views per month in total. If you have more traffic, you need an updated license for more page views.
If you control websites from other businesses, you need seperate licences for each business.

2.   EXCLUDED USES
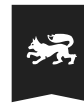
This license does not cover the following uses:

– If you want to generate downloadable PDF documents with the licensed font software embedded, or merchandise or physical objects using the styled content, you need to purchase a regular DESKTOP license.

– If you want to use our fonts in e-books (epub, Mobipocket, KF8, iBooks or other e-text products that now exist or may be developed in the future), you need to purchase a separate EBOOK license.

– If you want to embed our font software into other software (rather than documents as described in paragraph 4) or operating systems of devices, you need to purchase a special OEM licence.

For web based generation of downloadable PDF files, purchase a DESKTOP license.
For use in e-books, purchase a EBOOK license.
For use in your software, purchase a OEM license.

3. GENERATING STYLED CONTENT

If you want to integrate features into your website, where visitors produce styled content by entering or editing content applying that licensed font software, you are only allowed to do so if and only if

– the website does not enable or facilitate the styled content being used outside the website. For example, you are not allowed to generate downloadable PDF documents, merchandise or physical objects using the styled content.

– the font selection user interface identifies the licensed font software by its original name and in accordance with accepted trademark practice.

You must not generate downloadable PDFs on your website.

4. MODIFICATIONS AND DERIVATIVE WORKS

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the font software or the designs included therein, except permitted by a separate written agreement. You may not link to, nor put online, any version of the licensed font software not supplied by Lazydogs Typefoundry.

Any lettering or type works created by you, which are based upon our font software (the design of lettershapes, spacing, software code or other particular features) are considered derivative works and are the exclusive property of Lazydogs Typefoundry. Such works shall be subject to the terms and conditions of this licence.

Lazydogs Typefoundry shall not be responsible for or required to support unauthorised, modified and / or regenerated software or derivative works.

Don't modify our fonts! If you need special features or alterations, let us know — we'll take care of it!
You cannot create fonts that are based on our fonts.

5. TRANSFERRING / PASSING ON

The font software may not be sublicenced, sold, leased, rented, lent, or given away to another person or business. To pass on art work / documents with the font software applied, you can supply non-editable files in a PDF format. You are also permitted to convert the applied font software to outline or bitmap images for the purposes of publishing or distributing electronic documents.

If other persons or businesses need to install the fonts on their computers to work with your documents, they will need to purchase a separate licence.

You are obligated to undertake all necessary steps to prevent unauthorized access to the font software and to any copies of such. If you grant access to employees, co-workers or other representatives, you have to specifically inform them of the content and conditions of this license provisions and put said persons under the obligation of compliance with those provisions.

If you work with print shops or other business partners, you can only supply your artwork as PDF file. If they need open (editable) files, they need another license.

Make sure, your colleagues know about this license agreement, too.

6. OWNERSHIP, COPYRIGHTS AND TRADEMARKS

You acknowledge that the font software underlying this contractual agreement and the designs included therein are the intellectual property of the Lazydogs Typefoundry and / or its several licensors. This shall also include any updates, upgrades, additions, modified versions, and work copies of the font software licensed to you by the Lazydogs Typefoundry. This licence agreement grants you certain limited rights to use the font software only, no permanent or ownership rights are granted as a part of this contract herein.

The Lazydogs Typefoundry font software is protected under domestic and international trademark, design patent, copyright and industrial design law.

You may, but are not required to name Lazydogs Typefoundry fonts and ownership in any design or production credits.

You will buy a license to use the fonts, but you don't own the fonts

7. RETURNING AND REPLACING

Lazydogs Typefoundry claims that the licensed font software will perform substantially in accordance with W3C specifications for the use of fonts in conjunction with the @font-face selector in CSS files. Nevertheless, the functionality of font software is strongly dependent of the application using it and additionally installed software tools. Possible conflicts with installed software may occur and cannot be prevented.

The Lazydogs Typefoundry font software may be returned or replaced only if such malfunctions occur and when accompanied by a valid sales receipt within four weeks after purchase.

If you find any malfunctions with our fonts, of course you can return them or ask for fixing and replacement, but only within four weeks after purchase.

8. WARRANTY AND LIABILITY

Lazydogs Typefoundry makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. The font software was not manufactured for use in manufacturing control devices or navigation devices or in circumstances that could result in environmental damage or personal injury. Without limiting the foregoing, Lazydogs Typefoundry shall in no event be liable to the licensed user or any other third party for any direct, indirect, consequential or incidental damages, including damages from loss of business profits or savings, business interruption or loss of business information or data, arising out of the use or inability to use the product even if notified in advance. Under no circumstances shall Lazydogs Typefoundry's liability exceed the substitution or replacement cost of the font software, whichever is less, and at the sole discretion of Lazydogs Typefoundry. The terms of this licence agreement are contractual in nature.

Sorry, you can't blame us for any damages, that occur after malfunctions of our fonts.
We will try to provide replacement for any defective fonts as quick as possible, but we cannot compensate any losses in consequence of using our fonts.

9. TERMINATION OF LICENSE AGREEMENT

This license agreement is effective until terminated. But it shall become immediately null and void in the event of a breach of this contract. Such termination takes immediate effect and the Lazydogs Typefoundry reserves the explicit right to assert any further claims (specifically information, compensation for damages, etc.).

In the event of termination, you are obligated to delete the original font software and all copies.

If you break any provision in this agreement, you lose the right to use our fonts.

10. FINAL PROVISIONS

Any and all disputes arising from, or in connection with, this contract as well as any dispute over the materialization of this contract are exclusively subject to the law of the Federal Republic of Germany. The rights and obligations of the parties arising from this contract are based on German law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Munich, Germany.

Changes to this contract require written form. This also applies to changes to this written form clause. The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected.

This agreement is based on German law. Place of jurisdiction is Munich.

11. THANK YOU!

We at Lazydogs Typefoundry thank you for taking the time to read this license agreement to the end. Your support makes our foundry possible.

For further specifications about the individual font software please refer to the respective product specifications, which you find enclosed or on our website.

More at www.lazydogs.de

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APPENDIX – HOW TO PREVENT DIRECT-LINKING

As described in the EULA for web fonts delivered with your product you have to prevent direct-linking of our font files. This means, that a user can't simply access the url to your website's font folder and download all font files, or link to the fonts for use in another website.
Here is how to do it:

1. Create a .htaccess file as described below. Replace **example.com** by your own host name while the dot must be preceded by a backslash.
2. Place the .htaccess file in the same folder on your server where the font files are in.

More about htaccess

The .htaccess file is usually a common plain text file. Content of the file should be:

```
RewriteEngine On
RewriteCond %{HTTP:Origin}  !^$|http(s)?://(www\.)?example\.com$ [NC]
RewriteRule \.(woff2|woff|ttf|eot)$ - [NC,L]
RewriteCond %{HTTP_REFERER} !.
RewriteRule \.(woff2|woff|ttf|eot)$ - [F,NC,L]
Options -Indexes
```

Be aware that this depends on how your hosting service is handling .htaccess file properties. Note that you have to have proper user and file permissions for the server. Uploading and generating the .htaccess file requires ftp access, common user permissions, file permissions and at least some kind of ftp client program.

This is what happens through this file:
Requests for all font files (coming from a site other than your own) will now receive an HTTP error 403 (»forbidden«).
The line `Options -Indexes` disables the file listing for the fonts directory.

If you are not familiar with .htaccess or your hosts restrictions about this, you will most likely find further information on your hosts website.
And if you're completely dazed, email us ...