Mota Italic End User License Agreement (EULA) for App/ePub Fonts

Version 3.0 June 2016

¶ Please read this Agreement carefully before purchasing, downloading, and/or installing any Mota Italic Fonts. Included herein are all rights including acceptable use and limitations regarding these Fonts.

¶ By downloading and/or installing Mota Italic products ("Fonts" and "Web Fonts"), you accept the terms and conditions of this End User License Agreement ("EULA"). This Agreement is a binding legal contract between you the User and Mota Italic.

¶ If you have any questions or needs not covered by this Agreement, please contact Mota Italic before making your purchase, downloading, and/or installing the Fonts.

1) Definition of terms

¶ "Fonts/Web Fonts" refer to the digital products including the design, code, and trademarks.

¶ "App" refers to the digital software where the Fonts will be stored and rendered. One App means one major release of the software: In the case of paid apps this would be one app until current users are required to pay for an upgrade; any free software, or free updates then these are considered one app under the same title.

¶ "ePub" is an Electronic Publication intended for digital distribution and consumption where the Fonts are embedded in the software and are used to render some or all of the content. One use means one license and it refers to one specific title – one book, one issue of a magazine – but not a series. Multiple formats of the title may be produced e.g. a PDF, EPUB, and AZW may all be created and considered 'one use' for the same title or issue.

2) Grant of License

2.1) Installation and Uses

¶ Mota Italic hereby grants you a limited, non-exclusive, non-transferable license to install and use the licensed Fonts for the number of Apps/eBooks (licenses) specified on your invoice.

2.2) Users

¶ Each licensed App or ePub use, includes up to 5 users that may install the fonts on their systems to work on the project. Therefor if you require more users then additional 'uses' need to be licensed.

2.3) Computers

¶ The Fonts may be installed & used on any number of devices operated by licensed Users.

3) Font Embedding

3.1) Allowed

3.1.1) Apps

¶ The Fonts may be embedded inside shipping mobile or desktop Apps.

3.1.3) ePub

¶ Fonts may be embedded into most current eBook formats including but not limited to AZW, EPUB, MOBI, and PDF.

3.2) Not Allowed

3.2.1) Printed Use

¶ Neither App nor ePub Fonts may be used to generate work outside the licensed Apps or ePubs – e.g. to make additional graphics or advertising for the application/publication. A separate "Desktop" license must be purchased to use these Fonts elsewhere.

3.2.2) Online Use

¶ The use of App/ePub Fonts is prohibited online i.e. on websites using the CSS @font-face rule. A separate "Web" license must be purchased to use the Fonts on a website. However, images from the App or ePub may be displayed online, but the fonts may not be hosted or usable on the online server.

3.3) All Other Embedding:

¶ Embedding of the Fonts in other software or devices not explicitly stated here shall be governed by a separate License Agreement. Additional license fees may also apply depending on the embedding needs. Please ask if you have questions.

4) Protection of Font Data

¶ Please take reasonable precautions to ensure the protection of the Font data so that it is not extractable or usable outside your App or ePub.

4.1) Thank You (part 1)

¶ We would like to say thanks to the users of our Fonts for their business and for taking reasonable measures to protect our Font data.

5) Transfer of License

¶ Licenses are not transferrable to other individuals/companies. You may not rent, lease, sublicense, give, lend, or further distribute the Fonts, copies, or parts of them.

¶ You may however transfer the use of the Web Fonts from one Domain to another, provided you discontinue use of the Fonts on the previous Domain. You are licensing the Web Fonts for a number of Domains, not for specific Domains, so you may change the Domain that they are used on anytime, as long as you are not exceeding the simultaneous number of Domains you have licenses for.

6) Returns

¶ You have a right to cancel your order within fourteen (14) days of the sale, providing the purchased Fonts have not been downloaded. Once the Fonts have been downloaded they cannot be returned.

¶ Mota Italic Fonts may only be exchanged or returned at the sole discretion of Mota Italic.

7) Warranty

¶ Mota Italic warrants the Fonts will perform as advertised for at least ninety (90) days following the purchase. Questions regarding installation and use of the Fonts are welcomed and responded to for the duration of this Agreement.

¶ Warranty claims made within ninety (90) days of purchasing will be addressed with the highest priority. Every effort will be made by Mota Italic to assist in correcting any problems, bugs, or unexpected behaviors of the Fonts. If the Fonts do not perform correctly, Mota Italic will replace the original Font file(s). If the issue is deemed not repairable by Mota Italic then a refund for the license fee paid will be refunded.

8) Extra Boring Legal Stuff

8.1) Limitation and Liability

¶ Mota Italic does not and cannot warrant the performance or results you may obtain by using the software. In no event is Mota Italic liable to the licensee for any consequential, incidental, or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings. Under no circumstances shall Mota Italic's liability exceed the replacement cost of the software. Under no circumstances shall Mota Italic's liability exceed the substitution or the replacement cost of the Font, whichever is less, and at the sole discretion of Mota Italic.

8.2) Copyright and Trademarks

¶ You agree that the Font and documentation, and all copies thereof, are owned by Mota Italic, and such structure, organization, and code are valuable property of Mota Italic. You acknowledge that the Fonts and all documentations are protected by the laws of Germany and international trademark, copyright and industrial design law. You agree to treat the Fonts as you would any other copyrighted material.

¶ You agree to use trademarks associated with the Fonts according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed or digital output by the Fonts. The use of any trademark as herein authorized does not give you any rights on or to intellectual property rights in the Fonts, the documentation, or any associated trademarks.

8.3) Intellectual Property Rights

¶ You acknowledge that Mota Italic is the exclusive owner of all worldwide right, title and interest in and to the Fonts, including without limitation all copyright, patent, trademark, trade secret and other intellectual property rights, in and to the Fonts as artwork, software, and otherwise, including all copies of the Fonts, regardless of the format in which they are expressed or the media on which they are recorded. Any and all updates, revisions, enhancements or additions to the Fonts shall automatically be deemed to be included in the definition of "Fonts" hereunder and shall become part of, and subject to, this Agreement. The names of these Fonts are trademarks of Mota Italic. All goodwill that may become attached to the Trademarks as a result of your use of the Fonts shall inure to the exclusive benefit of Mota Italic. You agree not to challenge Mota Italic's rights in or to the Fonts or the Trademarks or the validity of any intellectual property or other right of Mota Italic therein, or to infringe Mota Italic's rights therein. This Agreement is not a grant to you of any right, title or interest in or to the Fonts or the Trademarks except for the limited, non-exclusive, non-transferable license to install and use the Fonts as set forth stated above, subject to the terms and conditions of this Agreement. All rights not expressly granted herein are reserved to Mota Italic.

8.4) Amendments

¶ Mota Italic reserves the right to amend or modify subsequent versions of this Agreement at any time and without prior notification.

8.5) Governing Law

¶ This Agreement is governed by the laws in force in the United States of America.

¶ The invalidity or inoperativeness of one or more provisions of this Agreement does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

8.6) Duration

¶ The license granted herein is effective until terminated. This Agreement shall automatically terminate upon failure by you to comply with its terms. Upon termination, you must erase all copies of the Fonts and related documentation and cease all use of the trademarks.

Thank You (part 2)

¶ Thank you again for choosing to license fonts from Mota Italic and thanks for having a look through our EULA. We hope you enjoy using our typefaces and welcome your questions & feedback. We're also excited to see what you create with them, so please send us samples of your work!

©2008-2016 Mota Italic
www.motaitalic.com
info@motaitalic.com

Colophon: *Typeset in Vesper 7.8pt for the main text & 7pt for the §8 stuff.*