

I. DEFINITIONS

1. 'Licence Agreement': Upon agreeing to the terms of the Licence Agreement and completing the registration process, you are granted the right to download and use the Test Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of a Test Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' is a legally binding contract between you and 'Luzi Type'. It supersedes any prior agreements and negotiations, whether written or verbal.

2. 'Luzi Type' is the Individually owned company of Luzi Gantenbein, located in Brunngrasse 2, 3011 Bern, Switzerland.

3. 'You', 'your organisation' or 'licensee' are defined as the 'Licence Holder'.

4. 'Test Font', 'Font' or 'Fonts' is defined as the design of the Font and the Software that produces a typeface design. 'Desktop Test Font' refers the OpenType-Files (the file with the extension .OTF or .TTF) in the Test Folder. 'Web Test Font' means the Web Fonts in the Test Folder namely WOFF2-Files.

II. GENERAL TERMS

1. Luzi Type retains ownership in all intellectual property rights and/or holds the respective licences to perform its obligations under this agreement, including but not limited to copyrights in and to the Test Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Test Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. A licence is granted to you on the terms of the present agreement. Any use not explicitly permitted in this agreement is strictly prohibited.

2. Luzi Type agrees to grant you a licence to use the Test Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Test Font worldwide as long as you respect the terms of the present agreement (see also clause II. 5.).

3. The granted licence is non-exclusive, non-transferable and non-sublicensable. You expressly warrant that you purchase the licence for yourself or - duly authorised - for your organisation. You are furthermore not allowed to lend, resell, lease or assign it to a third party. It may only be used in your organisation, under the present conditions, across all your business locations, but not by third-parties including your clients and self-employed parties working for you but not at your business location. Self-employed third parties working at one of your business locations on your devices count as a part of your organisation.

4. You agree to take reasonable measures to protect Test Fonts from access and use by non-authorized persons. If you discover or are aware of any unauthorized access by a non-authorized person third party, you guarantee to inform Luzi Type as soon as possible.

5. Any breach of this agreement, including unauthorized use, permits Luzi Type to immediately terminate the license. Consequently, your right to use the Test Font ceases; you must stop all use, delete the Test Fonts, and confirm in writing that no copies remain with you. Any unauthorized use resulting in financial loss to Luzi Type obligates the License Holder to compensate Luzi Type financially, up to the value of the license fee, to cover such misuse. This financial compensation does not give you the right to keep using the font.

6. You take note and you agree that Luzi-Type takes no responsibility and no warranty for the Test version. Any liability as well as the liability for associates is deemed void. Under no circumstances will Luzi Type be liable to you or any other party, whether in contract or tort (including negligence) or else, for any indirect loss, consequential, or incidental damage, indirect loss, including lost profit, lost saving, loss of data, or business interruption as a result of the use of or the inability to use the font even if notified upfront of such possibility.

7. Inquiries can be sent to Luzi Type via email at info@Luzi-Type.ch, our Website is www.Luzi-Type.ch

III. PERMITTED USES

1. Test Font Licenses are exclusively for trial purposes, enabling you to evaluate the font before making a purchase decision. If you wish to use the font for any other purpose, you must acquire the appropriate full license – Desktop, Web, or App – depending on your intended usage.

2. You have permission to use the Desktop Test Fonts on your organisation's computers. This is for examining a Font and creating internal presentations to help you decide if the Font is suitable for your project. You can also use the Desktop Test Fonts for private presentations to your clients, showing them how the Fonts might be used in a project.

3. You can use the Web Test Font to create nonpublic test websites for presentation within your organisation. You can use the Web Test Font to deliver non-public presentations to your clients to demonstrate the possible usage of the Fonts.

4. If you are a student, you are permitted to use these Test Fonts within your university or school courses for training purposes, provided that this usage is not displayed publicly. Should you wish to display these fonts publicly, you will require a student license.

5. You are allowed to make backups of the Test Fonts. You must keep this backup copy secure so that no third party has access to it.

IV. RESTRICTIONS

1. Test Fonts are exclusively intended for internal testing and evaluation purposes only. Their use is strictly prohibited in any final files for commercial or public projects, including but not limited to, public display on websites, in consumer-facing applications, or in any form of external media. This prohibition extends to all forms of derivative works, including the conversion of Test Fonts into outlines or pixels for the creation of logos, images, or designs intended for public viewing. Any use of Test Fonts beyond the scope of internal testing and evaluation is not permitted under this agreement and requires the acquisition of a full license – Desktop, Web, or App – depending on your intended usage.

2. In case you like to use the Test Fonts in any form for a political party, a religious organisation, an entity of the military or the defence sector, or a multi-level marketing business is subject to previous request to and agreement in writing by Luzi Type.

3. Under no circumstances can Test Font-files (Software) be converted, modified, adapted, translated, reverse-engineered, including opening in font editors or converters.

4. This Licence expressly prohibits the embedding, inclusion, calling or linking of the Test Fonts within software. This includes, but is not limited to, video games and mobile apps. If you like to use the Test Fonts for commercial use, you have to buy the respective licences.

V. FINAL PROVISIONS

1. Luzi Type and the Licence Holder acknowledge that this Agreement is reasonable, valid and enforceable. However, if individual terms of the Agreement are found to be invalid or unlawful, this shall not affect the validity of the Agreement. In this case, the term in question shall be replaced by a valid term that is commercially equivalent as far as possible.

2. Amendments or supplements to this contract must be adopted in writing.

3. Swiss law shall be exclusively applicable. The provisions of the United Nations Convention on the International Sale of Goods of 11 April 1980 shall not apply. The sole place of jurisdiction is Bern (Switzerland).