



End User License Agreement

Desktop License

Summary

- You can use the font to create graphical designs and products for yourself or your client(s).
- Such products can be sold for a profit so long as individual letters are not the main selling point of the product.
- Embedding, except for limited document embedding, is not allowed.
- This license is limited by “users”, usually the total number of people using the font.
- The license is perpetual (pay once and use it forever).

Note: Embedding a font means to include the font in a file to be used by the person receiving the file. For example, a font file embedded in a PDF document. Embedding rasterized images created by a font is not considered embedding the font.

Kimberly Geswein Fonts Desktop Font End User License Agreement

Version 1.0 – October 13, 2022

THIS IS A LEGAL CONTRACT. By downloading and installing, or otherwise using the font software (“Font”), you (“Licensee”) agree to be bound by the terms of this End User Licensing Agreement (“EULA”). This EULA, in conjunction with the receipt that accompanies each purchase from Kimberly Geswein Fonts (“KG”) or its distributors, constitutes the entire agreement between KG and the Licensee.

1. TERM

This EULA grants a perpetual license unless and until the EULA terminates (as described in Section 11, “Termination”).

2. USERS

The Font may be simultaneously used by no more than the number of users specified in the Invoice. A “user” is a single person or single machine, at the discretion of the Licensee. All users must belong to the same company or household purchasing the Font except for temporary use by third parties (as described in Section 5 “Third Parties”). The Font may be installed on a server for the purpose of deploying to licensed users with all user restrictions listed above still applying.

3. ALLOWED USES

Licensee may use the Font to create graphics on any surface, such as computer screens, paper, physical products, or any other surface. The created graphics may be a fixed size (e.g. JPG, PNG, etc.) or a static vector (e.g. SVG, EPS, etc.).

Licensee may embed or link the Font in a document (in accordance with the rules described in Section 6a, “Document Embedding”).

4. REQUIREMENTS AND RESTRICTIONS

a. Letterform Products

Licensee may not use the Font to create alphabet or letterform products for resale where the product consists of individual letterforms, including rubber stamps, die-cut products, stencil products, or adhesive sticker alphabet products where the likeness of the Font can be reproduced and the end-user of said products can create their own typesetting.

Licensee may create typographic products using the Font if the product consists of words or phrases, for example, a rubber stamp that has the words "Great!" or a sticker that says "Thank You."

5. THIRD PARTIES

Licensee may temporarily provide the Font to a graphic designer, printer or other contractor who is working on the behalf of the Licensee. Such an agent must agree to use the Font exclusively for Licensee's work, agree to the terms of this EULA, and retain no copies of the Font on completion of the work.

Licensee may not provide the Font or make it accessible to any other third parties.

6. EMBEDDING

a. Document Embedding (including PDF, Microsoft Word® & Microsoft Powerpoint®)

Documents embedding the Font and sent to third parties, must be read-only by those recipients.

Documents embedding the Font and created for in-house use or sent to third parties working on behalf of the Licensee (as described in Section 5 "Third Parties") may be editable.

b. Other Embedding

Licensee may not embed the Font in websites, apps, ebooks, software, or hardware.

Licenses that do cover these uses may also be available from KG. Visit <https://www.kimberlygeswein.com> for more information regarding the types of licenses KG offers and what they cover.

7. MODIFICATIONS

Licensee may convert the licensed Font to other formats, provided that the converted font is used within the terms of this EULA. Licensee may modify the licensed Font providing that the modified font is used within the terms of this EULA. Licensee may not modify the licensed Font in order to create derivative fonts.

8. OTHER USAGE

Licenses for @font-face embedding, Ebooks, computer applications and games, software, mobile applications and games, product creation websites, letterform products, and other uses not allowed by this EULA may be allowed under a different license. Visit <https://www.kimberlygeswein.com> for more information regarding the types of licenses KG offers and what they cover.

9. PRODUCT UPGRADES

KG may, from time to time, update the licensed Font. Upgrade pricing may apply.

10. COPYRIGHT

The Font is protected by copyright law. Kimberly Geswein is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the Font in any manner that infringes the intellectual property rights of Kimberly Geswein or violates the terms of this EULA. Licensee will be held legally responsible for any infringements on Kimberly Geswein's rights caused by failure to abide by the terms of this EULA.

11. TERMINATION

This EULA is effective until terminated. This EULA will terminate automatically without notice from KG if Licensee fails to comply with any provision contained herein. Upon termination, Licensee must uninstall and delete all copies (including modified copies) of the licensed Font.

12. DISCLAIMER

The Product is provided "as is." KG makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

KG shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if KG has been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

13. GOVERNING LAW

This EULA is governed by the United States of America and the State of Indiana.

14. WAIVER

The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default.

DEMO EULA
for review only