

# Licence Agreement for the Use of "apply typefaces"

(International Version)



*The agreement will apply to you, if you are not a citizen or institution living or established in Germany. If you are a citizen or institution living or established in Germany, the German version of the licence agreement will apply to you. You will find it on the German part of our website.*

This is a contract.

Subject of the contract are the software ("software") and the typefaces ("typefaces"), which shall be made available by APPLY DESIGN GROUP - Thomas Sokolowski, Krugstr. 16, 30453 Hannover, Germany ("APPLY").

All typefaces and all software on this website are the intellectual property of APPLY.

The contract between YOU and APPLY shall take effect as follows:

By downloading one or more typefaces made available by APPLY in the Internet: Read the contract completely before you download a typeface and/or software from our website. By downloading one or more typefaces and/or software from our website you declare your willingness to observe the conditions of this contract. Should you conclude this contract on the behalf of your employers, then your employers, as you are, shall be subject to the conditions cited in this contract. In the event you should terminate your contractual relationship with your employers, you shall no longer be entitled to work with the typefaces and/or the software in accordance with the conditions of this contract whereas your employers shall still be entitled to these rights.

## Rights of Use

By paying the full sale price you are entitled or if you are acting on the behalf of your employers, he is entitled to a non-transferable right to use the typefaces and the software provided by APPLY on your computer systems. You may use the typefaces and the software at so many computer workstations as indicated in the invoice, which you get from APPLY.

## Use Restrictions

The typefaces and the software shall not be copied at more computer systems, as indicated in the invoice, which you get from APPLY. The typefaces and the software shall not be used together with or copied for any third parties. The typefaces and the software shall not be sublicensed or resold, rented or made available in any other manner to any third party. This applies in particular also to parts of typefaces, copies of parts or modifications of the typefaces or software. This license does not allow the use of a typeface in a manner where the typeface becomes the primary aspect of a product for resale. The typefaces and the software shall not be used in such a manner that they represent competition to APPLY.

## Warranty

APPLY warrants the typefaces and the software are free from defects in material and workmanship for 90 days as of the date of purchase. During this 90-day period, in the event of defect, APPLY will replace any defective products which are returned to APPLY. Your exclusive remedy for the breach of these warranties is the replacement of the product or the refund of the purchase price. APPLY makes no other warranty, express or implied, including, without limitation, any implied

warranties of merchantability or fitness for a particular purpose. APPLY shall not be liable to you for any general, special, direct or indirect damage.

## General

This license agreement will terminate automatically without notice from APPLY if you breach any of its provisions. With termination, you must immediately stop using the typefaces and the software and delete all copies of the typefaces and the software from all medias.

All rights to the typefaces, including their names and the software are owned by APPLY and its licensors and are protected by the copyright laws of Germany and other international provisions. If any part of this contract is found void and enforceable, it will not affect the validity of the balance of the contract, which shall remain valid and enforceable according to its terms.