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GENERAL TERMS AND CONDITIONS WITH LICENSE PROVISIONS (EULA)

§1 MISCELLANEOUS / OBJECT OF THE AGREEMENT

1   The contractual terms set out hereafter apply to the services we offer on the Internet page (camelot-typefaces.com). Upon ordering, the buyer recognises these terms, which thereupon become integral elements of the agreement concluded with the buyer.
2   We offer fonts that we have developed. They are provided in the form of programs (font software), which can be used in conjunction with suitable hard and software (further details under §2).
3   We provide our services exclusively to licensed businesses as defined in Sec. 14 BGB (German Civil Code), which describes natural or legal persons or legally competent partnerships acting within the scope of a self-employed commercial or freelance activity. Upon agreeing to these GTC, you also confirm that you are a licensed business as defined in Sec. 14 BGB.
4   The agreements are concluded in English.
5   Provider identification in accordance with Article 246 a Sec. 1 Para. 1 No. 2 EGBGB (Introductory Act to the German Civil Code)

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§2 SOFTWARE AND LICENSES

Our fonts are provided in an encrypted software form (so-called font software). When used properly, the software generates digital fonts which the buyer can then use in suitable application programs.

The font software is available in two versions: as desktop fonts and as web fonts. Desktop fonts are optimised for the production of printed materials, and are made available in OTF format (Open Type). Web fonts are optimised for the display of text on webpages. They are provided in the formats WOFF (Web Open Font Format), TTF (TrueType) and EOT (Embedded OpenType).

The following applies to the purchase of desktop fonts:

1   The desktop licence is restricted to the use of font software on the agreed number of computers (CPUs) owned by the buyer. The agreed number is stated on the invoice.
2   Multiple use on different CPUs/workstations owned by the buyer is simultaneously possible up to the agreed number of CPUs. The licence must be upgraded in the event that the buyer requires use on additional CPUs.
3   Insofar as you will make our font software available for use in a local network, it is crucial that you ensure that the font software can never be used simultaneously by more than the agreed number of CPUs.
4   It is prohibited to convert desktop fonts into web fonts.

The following applies to the purchase of web fonts::

5   The web font licence is restricted to use of the font software on one (1) domain designated by the buyer, including subdomains, with the anticipated, monthly Internet page traffic as specified by the buyer in the order process (based on unique visits). The licence must be upgraded in the event that the traffic increases over the licence period.
The buyer provides assurance that the stated traffic is truthful, and shall, upon instruction, be required to submit evidence of the underlying accuracy to us, e.g. by providing screenshots of its server analyses.
6   Our web fonts are provided for the purpose of 'self-hosting', which means that the buyer must integrate the text on its website by means of CSS (Cascading Style Sheets).
Upon purchase, you provide assurance that it is not recognisable where the font software is stored on your server. You are not entitled to post a public link to download the font software. It must not be possible for a third party to directly link, copy or download the font software.
It is only permitted to integrate the web font in the designated web domain.
7   It is prohibited to convert web fonts into desktop fonts.

The following applies in addition to the foregoing terms in respect to the font software, desktop fonts and web fonts:

8   The buyer is entitled to save a backup copy of the font software to an external data carrier. The font software must not be installed on a public server.
9   In all cases, we provide buyers of the purchased font software a single, i.e. non-exclusive, product use right to the software. The duration and territorial scope of this product use right are unlimited. Duplication (excepting the backup copy), dissemination, and any provision of public access, are prohibited.
10   The font software must not be altered, edited, decompiled, modified, translated, partitioned, reformatted, converted or renamed, and it is equally prohibited to research or in any way copy the source code of the font software.
11   We shall be entitled to revoke the product use right in the event that the buyer violates the terms described under item (10).
12   Documents produced using the font software must only be disseminated in read-only mode, as a preview, or as a print view, to ensure that the recipient of the documents is not enabled to extract the fonts and to use said fonts in the production of new documents.
13   Use of the font software for e-books, apps and software is only permitted in a rastered form.

§3 CONTRACTUAL CONCLUSION / DOWNLOAD

1   We are entitled to contest any item descriptions or other declarations of will in the event of misspellings, printing errors or any other transmission errors contained therein, provided we are able to prove that they are erroneous.
2   The buyer places a binding order by selecting the order, entering the necessary data and through confirmation by clicking on the button 'Pay by Paypal' or 'Pay by Bank Transfer'. The buyer shall immediately receive an email containing confirmation of contractual conclusion and the invoice.

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3 Upon receipt of the complete purchase price, the buyer shall receive an email containing the font software or a download link for the purchased software.

4 In accordance with Article 246 Sec. 3 No. 3 EGBGB, the buyer shall be able to correct its data at any time before submitting an order. After entering the data, the customer shall receive an overview of data entered, and shall be given the opportunity to review and as necessary to correct these data.

5 Orders by telefax or telephone shall also not become binding agreements until the order has been confirmed in accordance with the terms described above.

6 The respective product description lists the main attributes of the offered products, and the validity of any special offers. The fonts we provide are always available immediately.

7 The buyer must ensure that it is available under the email address it provides. In accordance with Sec. 130 BGB, emails shall be considered received once they are stored in an accessible form, and under normal circumstances can be accessed, in the inbox of the provider. We recommend sending brief notification insofar as the customer does not receive a message from the provider within 24 hours after placing an order.

§ 4 PRICES AND PAYMENT

1 The prices shown on the Internet page include the valid rate of value added tax at the time of the order. The respectively valid rate of value added tax in Germany shall apply to deliveries to countries within the European Union (EU). Value added tax shall be deducted from the price for deliveries outside of the EU.

2 The final price, meaning the purchase price plus all costs incurred, will be stated once more directly before the final order is placed.

3 Deliveries are made exclusively subject to payment in advance, either by PayPal or by bank transfer.

4 The invoice amounts are payable immediately.

§ 5 WARRANTY AND LIABILITY

The statutory warranty rights as defined in §§ 434 ff BGB shall apply with the following modifications:

1 Liability for a slightly negligent violation of obligations shall be excluded insofar as such actions do not relate to damage causing injury to life, limb or health, guarantees, or the violation of essential (cardinal) contractual obligations, or are not based upon claims raised under the product liability act (ProdHaftG). The same shall apply accordingly to violations of obligations on the part of our vicarious agents. Cardinal contractual obligations describe obligations that are necessary in order to fulfil the purpose of the agreement.

2 In the event of liability based on the violation of cardinal contractual obligations, indemnification shall be restricted to the replacement of predictable damage considered typical of this kind of agreement.

3 A guarantee or assurance interpretable as an extended liability or the acceptance of a particular warranty obligations shall only be considered as submitted if it explicitly contains the terms 'guarantee' or 'assurance'.

4 Defects that are so obvious that they would be evident to a third party not possessing special expertise without particular attentiveness must be reported to us within two weeks following receipt. Other defects must be reported within two weeks following discovery. The customer shall otherwise, by failing to provide notification in good time, forfeit any warranty claims.

5 Any warranty claims for all fonts shall expire by limitation within one year following transfer of risk.

§ 6 USE OF CUSTOMER DATA

1 We store and process the customer data relating to each purchase agreement exclusively to the extent, and in the manner, in which it is necessary for the execution and fulfilment of the purchase agreement, and only for the time period to which we are required by law to store these data in accordance with data privacy regulations. On request by the customer, we will disclose to the customer all data we store in respect to the customer.

2 We do not store the contractual text, and it cannot be accessed after conclusion of the order procedure. However, the customer can print out or save its order data immediately after sending the order.

§ 7 CODE OF CONDUCT

In respect to obligations in accordance with Art. 246 c No. 5 EGBGB, we make reference to the fact that we have not committed to any code of conduct.

§ 8 FINAL PROVISIONS

1 Should any of the provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

2 The agreements concluded between the provider and the customer shall, without prejudice to mandatory regulations under international civil law, be subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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