

Mota Italic End User License Agreement (EULA) for Desktop Fonts

Version 3.1 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.

¶ “User” refers to the individual who licensed the Fonts, as well as others under them who will also use the Fonts – the number of additional Users is specified on the purchase invoice.

2) Grant of License

2.1) Installation and Users

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

¶ This license is not restricted to location, so remote team members may also use the fonts, provided you have licenses for those Users.

2.2) Computers

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

2.2.1) Computer as a User

¶ It is also allowed to include a computer as a User – for example if you have a computer that interns or temporary employees use, that may count as one of the Users from your license.

3) Font Usage

3.1) Allowed

¶ This desktop license covers the use on most forms of printed or rasterized works. You can use these Fonts for almost any printed material (excluding some commercial products as mentioned in §3.2.2) They may also be used for graphics on the web as long as they are rasterized documents (e.g., GIFs, JPEGs, PNGs, etc.). You can also use the Fonts for logos (this is specifically stated because some other foundries charge extra for this right).

3.1.1) Portable Document Files (PDFs)

¶ Embedding into PDFs is allowed providing a few protective measures are taken: 1) subsetting must be enabled to limit the number of characters embedded; 2) the PDFs must be configured to be “non-editable,” to prevent the alteration, addition, deletion, or extraction of any text, by any party other than the licensee.

3.2) Not Allowed

3.2.1) @Font-Face

¶ The use of Mota Italic Desktop Fonts in Cascading Style Sheets (CSS) employing the “@font-face” tag is expressly prohibited. We do however offer specialized Web Fonts under another license.

3.2.2) Fonts in Commercial Products

¶ Embedding or use of Mota Italic Desktop Fonts in commercial products (e.g., but not limited to: applications, electronic books, goods for sale, alphabet products such as for scrapbooking, adhesive or rub-on lettering, embedding in software, games, or gaming devices – irrespective of whether the vectorized Fonts themselves are embedded or if image files of the Font’s glyphs are displayed) is expressly prohibited by this Agreement. Embedding of the Fonts in commercial products shall be governed by a separate License Agreement. Please contact us for questions about embedding into commercial products.

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. Please ask if you have questions.

4) Protection of Font Data

¶ The Font Software may not be installed or used on a server that can be publicly accessed, via the Internet or other external networks, by anyone other than designated licensees.

¶ When sending your project to a printer, you may include a copy of the Font(s) used in your project. The printer may use the Fonts to edit your particular project, but for any other use, they would need their own license.

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) Modifications

¶ Fonts may not be modified, decompiled, or converted to other formats without prior written permission from Mota Italic. However, the Fonts may be typeset and converted to outlines and those outlines may be modified. But the modified shapes can not then be imported or recompiled into a new useable Font or other commercial product (see §3.2.2).

6) Transfer of License

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

7) 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.

8) 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.

9) Extra Boring Legal Stuff

9.1) 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.

9.2) 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.

9.3) 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.

9.4) Amendments

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

9.5) 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.

9.6) 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!

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Colophon: Typeset in Vesper 7.8pt for the main text & 7pt for the §9 stuff.