

Mota Italic End User License Agreement (EULA) for Free Trial Fonts

Version 1 June 2016

¶ Please read this Agreement carefully before downloading and/or installing these 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"), 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/Trial 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 on your personal computer and devices.

3) Font Usage

3.1) Allowed

¶ These Free Trial Fonts are intended to be used for testing and evaluation only. They may be used in any local application to typeset and use to help aid in the decision to purchase a full license.

¶ Students may use the Fonts for any school or non-commercial work.

¶ Others may also use the Fonts for private and non-commercial printed or rasterized work.

3.1.1) Portable Document Files (PDFs)

¶ Fonts may be embedded in PDFs for archival and printing purposes. PDFs must only be for personal use and not publicly distributed i.e. as in a digital book or magazine.

3.2) Not Allowed

3.2.1) @Font-Face

¶ The use of Mota Italic Trial Fonts in Cascading Style Sheets (CSS) employing the "@font-face" tag is expressly prohibited.

3.2.2) Fonts in Commercial Work

¶ Using the Trial Fonts for any work of commercial nature (e.g., but not limited to: work for hire, published designs for sale, advertising, self-promotional materials for freelancers, basically anything directly or indirectly related to money.).

3.3) Embedding

¶ Embedding of the Fonts in software or electronic documents not explicitly stated here is prohibited.

4) Modifications

¶ Fonts may not be modified, decompiled, or converted to other formats without prior written permission from Mota Italic.

5) 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.

6) Warranty

¶ Our commercial Fonts normally have a warranty, but these fonts are free... We expect them to function properly but if you have any questions or problems just let us know and we will do our best to help. Otherwise, these Fonts are provided "as-is" with no specific warranty.

7) Extra Boring Legal Stuff

7.1) 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.

7.2) 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.

7.3) 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.

7.4) Amendments

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

7.5) 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.

7.6) 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!

¶ Thank you for choosing 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 §7 stuff.*