DESKTOP LICENCE
(Printed Materials)

ČarnokyType

End user licence agreement (eula)
for usage of font software for printed materials (desktop)

concluded between
Samuel Čarnoký / CarnokyType s. r. o. (Provider of licence)
and **End user of the font software** (hereinafter referred to only as "user")

ARTICLE I.
SUBJECT MATTER OF AGREEMENT

Subject matter of Agreement is providing User with right to usage of font software. All further rights relating to font software as the result of creative activity and subject of Intellectual Property shall thereby be not affected.

By downloading, installing or using font software, User agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA").

OTHER USAGE THAN DESKTOP USE
Licenses for websites, computer applications and games, installable interactive books, software, mobile applications and games, Ebooks and Epubs, product creation websites, website template distribution, website templates, and other uses not allowed by this EULA may be available for an additional fee. Contact us for more information.

ARTICLE II.
CONDITIONS OF USAGE OF FONT SOFTWARE

1. PERMITTED NUMBER OF USERS
Font software may be used only by one (1) user, on maximum number of three (3) computers (desktop computer, laptop or tablet). Computers may be connected to an optional number of output devices (like laser and inkjet printer).

However, font software may be downloaded to memory (hard disk or RAM) of only one (1) output device, provided user has to undertake that font software will be sufficiently secured against any option with respect to its illegally acquisition. Usage of font software by several users or downloading it into memory of several output devices is possible only after granting of multi-user licence.

Font software may be used only by computer which is in ownership of user.

2. BACK UP
You are permitted to make a back-up copy of font software for archival purposes. User is obliged to copy on backing storage together with font software the Licence Agreement, trade mark and typeface specimen.

3. COPIES / PROVISION TO THIRD PARTIES
Licensee may temporarily provide the font to a Printing office, developer, agent or independent contractor who is working on behalf of the Licensee, ONLY IF the Printing office, developer, agent or independent contractor
(1) agrees in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA, and
(2) retains no copies of the Font upon completion of the work.
Licensee may not otherwise distribute the font to third parties.

4. LICENCE DISPOSAL
Right acquired by granted licence to font software cannot be by any means conceded to third persons, with the exception written in the point 3 of this EULA article.

5. CONVERTING AND MODIFICATIONS
Font software or its parts cannot by converted or changed by other means, modified, adjusted or amended.

6. EMBEDDING OF FONT SOFTWARE
Embedding of font software into digital documents or web pages is permitted only in secured read-only mode. User has to secure that it will be impossible to gain font software by any means or to copy it from these documents.

7. PUBLICATION
No parts of font software can be published or spread by other means without approval of author.

8. SIGNING
Font software is protected by trade mark (TM) and pursuant to Author's Act. User may identify the font software in printed matters and publications with the name of typeface, trade mark and copyright clause of author.

Examples:
Typeface Samo Sans by CarnokyType (carnokytype.com)
Set in Samo Sans by Samuel Čarnoký (carnokytype.com)

ARTICLE III.
GUARANTEE

1. Font software will be repaired or replaced only if defective. You must notify provider of licence that font software is defective within the period of 90 days after delivery.

2. Guarantee shall not be applied to converted, modified or otherwise changed font software.

3. Guarantee shall not cover assurance of performance, result or marketability of product with usage of font software, nor applicability of purchase for particular purpose.

4. Provider of Licence is not obliged to compensate for font software or return paid amount, if its malfunction was caused by accident, abuse or loss of font software as a result of theft, natural disaster, negligence etc.

5. Provider of Licence shall in no event be liable for any consequential, indirect, incidental, criminal or other special damages (loss of business profits, loss of business information etc.).

ARTICLE IV.
TERMINATION OF LICENCE

In case any of conditions hereof is broken, Provider of Licence is entitled to terminate granted Licence for usage of font software without any financial remuneration.

ARTICLE V.
CLOSING PROVISIONS

1. Content of Agreement shall not be amended or changed by any way.

2. Agreement shall be governed by the law of Slovak Republic.

3. Approval of content of Agreement is expressed by usage of font software. As a result of this, this Agreement is concluded.