Web EULA

WHEREAS:

→   The holder of this license is Firm Srls, with registered offices in Via Privata Vivarini 7, 20141 Milan, VAT/C.F. 08631900969, hereinafter also the "Company" or simply "Firm".
→   This license allows the purchaser to utilize the purchased Font(s) for/on any website by using the @ font-face selector in CSS files.
→   Any use beyond or other than that specified above is expressly prohibited by law and must be regulated under a different license with the Company;
→   Before purchasing, you will be quoted a cost commensurate with the total traffic, calculated in number of page views, of all the websites using a licensed Web Font. You will be asked to provide this information when purchasing the "WEB EULA" license for our Fonts.
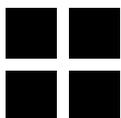
USER LICENSE AGREEMENT

By purchasing, installing and/or using the Font(s) (hereinafter also "Product" or "Products") that you have purchased, you expressly agree to be bound by the terms of this License Agreement and the site's Terms of Service. The text of the License Agreement, the Terms of Service, the privacy policy and the cookie policy (https://firm.gs/en/cookies-privacy-2), together with the tax receipt that accompanies each purchase made on the Firm.gs website, constitute the complete agreement between you and Firm Srls.

Each Product purchased through the Firm.gs website is supplied with a specific license chosen by the User during the purchase process.

Upon full payment of the agreed-on amount, Firm grants the purchasers of its Products a perpetual, personal (except as indicated below), non-transferable, non-exclusive and revocable license. It retains ownership of any intellectual property rights not herein assigned.

Under the terms of this agreement, the User may not under any circumstances claim any ownership rights to the licensed Font.

The license type chosen by the User to meet their specific needs is indicated on the Company Product purchase receipt and under no circumstances is the User who has purchased a Product under one license allowed to take advantage of the rules specified for other, different licenses.

1. LICENSED USES

Web Fonts are licensed to the User to be used solely in accordance with this Agreement. Firm Srls, as the licensor, reserves all rights not expressly granted to the User. The licensee is hereby granted a license to utilize the Fonts exclusively on the website associated with the domain indicated at the time of purchase, using the @font-face selector in CSS files.

Users are not allowed, therefore, to create links to any version of a licensed Web Font or to post it online in any way whatsoever.

The comments containing the copyright and other legal information provided in the HTML/ CSS/Javascript files for each licensed Font must be stored in the working website code.

The total traffic, calculated in page views, for all websites using a licensed Web Font must not exceed the number of page views specified at the time of purchase.

For every individual domain, you must purchase a specific license for the Font(s) you intend to use on that specific domain.

It does not make any difference if two or more domains are owned by or registered to the same entity.

You may not use conversion or modification tools on the Fonts licensed under this license.

Fonts licensed by Firm Srls may not be used with technologies other than @ font-face, such as sIFR, Cufón, or Typeface.js.

2. NUMBER OF VIEWS — PRICE

The price of this license is to be understood as a one-time payment and is calculated based on the number of periodic (monthly) page views recorded for the domain on which the licensed Font(s) is to be used.
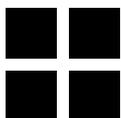
The licensee is obliged to accurately state how many times the domain utilising the licensed Font(s) will be viewed each month. The inaccurate indication of such information resulting from either fault or negligence is considered to be a cause of termination for breach of this contract, with the Company consequently having the right to claim damages as quantified below.

This license is therefore only valid when accompanied by a receipt indicating the maximum number of (monthly) page views for each domain for which it was purchased.

The licensee will always have the option to extend the license to cover a higher number of (monthly) page views for each individual domain by contacting Firm Srls (type@firm.gs) within 15 days of the moment the licensee becomes aware of the increase in the number of periodic page views recorded for the domain in question.

If Firm becomes aware that the domain on which the licensed Font(s) are used has been viewed more times than stated when the license was purchased (and as indicated on the tax receipt), it will grant the licensee a peremptory period of 15 days (beginning from the moment Firm sends its communication to the contact information specified in the contract) to update the license.

In the event the license is not updated, the existing contract between the Company and the licensee will be legally rescinded and the licensee will be required to pay damages, currently amounting to three times the

price of the type of license that the licensee should have requested. The licensee will also be required to immediately stop using the purchased Font(s).

FIRM SRLS
Via Privata Vivarini 7
20141, Milano
P.IVA/C.F. 08631900969

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04/01/2021

3. THIRD PARTIES

You may not rent, sublicense, give, loan, or distribute the Fonts Firm is licensing to you under this Agreement or any copies thereof, except as expressly provided herein.

You may not assign the Font licensed hereunder to third parties or otherwise make it accessible to others.

If the licensed Font is sent or delivered to a third party vendor (such as, but not limited to, a graphic designer or printer) to use in the name and on behalf of the licensee, the latter may use it only and exclusively under the terms of this license and may not make any copies of the Font(s) covered by this license at the end of the job.

The licensee undertakes to ensure that third parties are made aware of and comply with the conditions of this agreement.

In the event that the holder of this license is not the end User of the license (as a non-exhaustive example, an intermediary, graphic studio, etc.) the holder must understand that it will be solely responsible for any improper use of the licensed Product.

For this reason you are obliged to inform the end User of the content of this agreement and also to attach it to any further agreement under which a third party is authorized to use the licensed Font(s).

The above also applies to the provisions of the last paragraph of article 2 regarding penalties for unauthorized use.
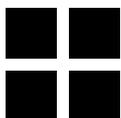
4. EMBEDDING

Under the terms of this license, you may not under any circumstances embed the licensed fonts into software or hardware in which the Fonts may subsequently be used by the buyers of such Products.

An additional license of this type can be arranged directly with our company.

For further information please contact type@firm.gs.

5. CHANGES

You may not modify, adapt, translate, decode, de-compile, de-assemble, or create derivative works based on the licensed Font(s) without Firm's prior written consent.

6. COPYRIGHT

You agree that the licensed Font(s) are protected by copyright law as well as intellectual and industrial property rights, as specified by national and international regulations and practice.

Unauthorized copying of the licensed Product, even if modified, combined or bundled with other software or written material, is expressly prohibited. You agree that the licensed Font(s), including all intellectual and industrial property rights contained therein (such as but not limited to: design, trademarks, their structure, organization, code and related files) are the exclusive property of Firm Srls or its licensors, recognizing that the licensed Product(s) in question may be used by other customers with a regular WEB EULA license and that any intentional or negligent use of the licensed Font(s) not expressly granted by this agreement constitutes a violation of intellectual and industrial property rights.

7. TERMINATION AND AMENDMENT OF THE CONTRACT

This Agreement is valid for an indefinite period.

This Agreement shall be deemed to have been terminated legally and without any notice from Firm Srls in the event of failure to comply with its provisions.

If this Agreement is terminated, the licensee will be obligated to destroy all licensed material (such as the Fonts and all copies of them, in part and in full, including any modified copies).

Termination of the agreement does not prevent the Company from acting to obtain compensation for damages caused by and related to breach of contract, including those already highlighted in the last paragraph of article 2.

The contract and any of its terms may only be modified in writing with the consent of both parties.

Considering that the licensed Product is effectively made fully available to the buyer at the moment of purchase, it is not possible to cancel orders once they have been placed.
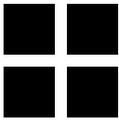
8. PRODUCT UPDATES

Firm may, from time to time and at its absolute discretion, update the Product(s) it sells.

Prices may also be subject to change if updates are made to the Font(s) in question.

9. DISCLAIMER OF LIABILITY AND LIMITED WARRANTY

Seeing as buyers can check the Firm Srls website to make sure that the products they are purchasing effectively meet their requirements, the Product covered by this agreement is sold "as is" without any specific warranty.

The licensor warrants that the Product sold is free of defects in terms of materials and workmanship, under normal use, for a period of twenty-one (21) days from the purchase date as indicated on the receipt.

Firm shall not be liable for replacing the Product or refunding the purchase price in the event of malfunction resulting from accidents, misapplication, or abuse of any kind, or if any Product is lost or damaged due to theft, fire, or negligence. Any replacement Product will be warranted for twenty-one (21) days.

Licensees are not entitled to submit claims based on Product results, features or performance.

Firm does not warrant that the functions contained in the Product will meet your requirements or that the software will operate smoothly or error-free.

Firm shall not be liable for any direct, indirect, consequential, or incidental damages (including damages resulting from loss of company profits, business interruption, loss of commercial information, and the like) arising from the use or inability to use the Product.

10. JURISDICTION AND APPLICABLE LAW

The Court of Milan shall have jurisdiction over any dispute that may arise regarding the application, execution, termination and interpretation of this contract.

This agreement is governed by Italian laws and practices.

Milano, 04/01/2021

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