

End User Licence Agreement

01.

This Font Family End User Licence Agreement (“EULA”) between you (the End User) and Noheul Lee & Loris Olivier d/b/a lo-ol Type Foundry (“lo-ol”). Please read this agreement carefully. By downloading, installing and/or using the purchased licensed software, you are agreeing to the terms of this Licence.

If you have any questions concerning the Licence agreement or require additional information, please contact info@lo-ol.design.

02. Permitted Uses

This Basic End User License Agreement (“EULA”) grants the use of the font family (“Font Software” or “Fonts”) identified above. This licence is for the use of the purchased font family within a single organisation. For the purposes of clarity, the Font Software may only be used for the licensed project and only by the licensed user. Use in other project(s) and/or by a second organization requires the purchase of another licence.

The Fonts may not be stored or used in any manner that makes them accessible to the public or non-licensed third parties. Under no circumstances can the licensed Font be shared with a contractor, freelance employee, or affiliates. If more than the licensed number of users will be using the Font Software concurrently, you must purchase a licence for each additional user.

If you are a design consultancy, advertising agency, or purchasing this Licence for use by or on behalf of such a company, the ultimate end user should also purchase a license proper for the intended uses. Specifically, if your client will need and/or use copies of the Font Software, your client must also purchase a license for their uses. You may not make copies greater than those authorized under this License for temporary use by freelancers, temporary employees or independent contractors.

This licence limits the use of the Font Software. If you wish to use the Font on goods for sale or embed the Font Software as part of an ebook or other electronic device, you must purchase an additional licence for such uses. You may contact lo-ol to licence for special uses.

03. Back-up Copies

You may make a back-up copy of the Font Software. Any copy must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts.

04. Font Software Licenced as Is

lo-ol represents and warrants that the Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, you must notify lo-ol in writing and provide a copy of your sales receipt.

The Font Software licenced under this Agreement is licenced as is and without warranty of any kind. lo-ol EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LO-OL DOES NOT WARRANT THAT THE OPERATION OF THE FONTS WILL BE UNIMPEDED, UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONTS ARE WITHOUT DEFECTS. WITHOUT LIMITING THE FOREGOING UNDER NO CIRCUMSTANCES SHALL LO-OL, NOHEUL LEE OR ORIS OLIVIER BE LIABLE TO YOU OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, LOST SAVING, LOSS OF DATA, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF OR THE INABILITY TO USE THE FONTS EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. If the Font does not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Font Software or the refund of the license fee you paid for the use of the Fonts, either, as lo-ol may elect. lo-ol and its suppliers do not and cannot warrant the performance or results you may obtain by using the Font Software.

05. Restrictions & Usages

The End User may install and use the font software on the number of devices associated with the licenced end user and the licenced project. The end user may provide a copy of the font software to an external designer, printer or other service bureau exclusively in the context of the Licenced End User’s Licenced project. The end user agrees to retain no copies of the font software on completion of the work. The licensee may not lend, distribute, sublicense or give the font software to any unlicensed party.

End User Licence Agreement

06. Right Reserved

You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of lo-ol. All rights not expressly granted under this Licence are reserved to lo-ol. You agree that the Fonts and the design of the Fonts embodied therein are owned by lo-ol and the Fonts' structure, organization and code are the valuable trade secrets of lo-ol. You acknowledge that the Fonts are, among other means, protected under copyright and trademark law of Switzerland and the relevant laws of other nations and by international treaties. Except as expressly otherwise permitted by law, you may not modify, convert, translate, reverse engineer, decompile, disassemble, alter, or create derivative works of the Font Software. Any breach of this Licence shall be cause for immediate termination without the obligation of notice or opportunity to cure. lo-ol shall be entitled to seek any all remedies under law or equity, without limitation, including an injunction against further use of the Font Software without the obligation of posting security or bond.

07. Embedding

The End User may embed the Licenced Font Software into documents for in-house use. The licensee may take the document to a commercial printer or equivalent service business. Concerning web and ebook embedding, the licensee must rely on the nature of the purchased licence and the licenced project. Usage of the embedded Font Software will vary depending on the platform (print, web, mobile applications, ebook, etc) and the scale of publishing.

Concerning the use of the Font Software, such as on goods for sale or embedding in electronic devices or other uses not expressly permitted contact us. For any questions or custom usage of the Font, please contact lo-ol Typefoundry, Noheul Lee or Loris Olivier, at noheul@lo-ol.design or info@lorisolivier.com.

08. Updates to Font Software

lo-ol may or may not update the Font Software. Nothing in this Agreement shall require lo-ol to create any modifications or updates to the Font Software or to make any updated Font Software available.

09. Right Reserved

lo-ol Type foundry, Noheul Lee and Loris Olivier, makes no warranties expressed or implied as to merchantability, fitness for a particular purpose or otherwise. Without limiting the aforementioned, lo-ol Type foundry, shall in no event be liable for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, and loss of business information, arising out of the use or inability to use the product. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. Some states / countries do not permit the exclusion of implied warranties, and you may have other rights which may vary from state/country. LO-OL TYPE-FOUNDRY, NOHEUL LEE & LORIS OLIVIER, SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE FONT SOFTWARE. Some jurisdictions do not allow the exclusions of limitations related to purchases by consumers. To the greatest extent permitted by law, any implied warranties or exclusions not effectively excluded by this License are limited to thirty (30) days.

lo-ol Typefoundry, Noheul Lee & Loris Olivier, reserves the right to decline to license lo-ol Type Foundry Fonts to any party at lo-ol Typefoundry's sole discretion. Under no circumstances will the Licencee's liability exceed the licence fee paid.

10. Choice of Law

You expressly agree that this Agreement shall be governed by the laws of the Switzerland as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the jurisdiction of the courts in the forum selected by lo-ol for the purposes of resolving any dispute arising under this Agreement and you expressly waive all defenses arising out of the selection of the jurisdiction and forum elected by lo-ol for the resolution of any dispute and agree to service of process by mail.

End User Licence Agreement

11. Miscellaneous

This License may be amended by the written agreement of the parties. lo-ol expressly reserves the right to amend or modify future versions of this License Agreement at any time and without prior notifications.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced with a provision that most closely effects the intent of the invalid provision.

This Agreement is the entire understanding between the parties and supersedes all previous agreements, promises, representations and negotiations between the parties.

Contact

Global Information:

info@lo-ol.design

Noheul Lee:

noheul@lo-ol.design

Loris Olivier:

info@lorisolivier.com