



EULA

Out of the Dark
Typefaces

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6.0 Miscellaneous

This Agreement shall be terminated upon material failure by you to comply with its terms, if such failure remains uncured after 15 (fifteen) business days from a written communication by Out of the Dark specifying in details the occurred failure. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The End User agrees that this Agreement will be governed by the laws of Switzerland.

7.0 Forum

Any dispute regarding the validity, performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.



ANNEX

I Subsetting

What is the difference between Embedded fonts and Subset Embedded fonts?

By preference any fonts that are used in a layout are also included in the PDF file itself. This makes sure that the file can be viewed and printed as it was created by the designer. There are two mechanisms to include fonts in a PDF:

- Embedding: A full copy of the entire character set of a font is stored in the PDF.
- Subsetting: Only those characters that are actually used in the lay-out are stored in the PDF. If the “\$” character doesn’t appear anywhere in the text, that character is not included in the font. This means that PDF files with subsetted fonts are smaller than PDF files with embedded fonts.

How to subset fonts: It is possible to only include those characters of a font that are actually used in the publication. This technique is called ‘font subsetting’. Usually you can specify that font subsetting needs to be used as soon as less than 100% of the character set of a font is used.

II Secure Embedding

Embedding a font implies making it an integral part of the Publication, not providing the original font file along with the content. Since integrated ZIP support is so ubiquitous in modern operating systems, simply placing the font in the ZIP archive is insufficient to signify that the font is not intended to be reused in other contexts. In order to discourage reuse of the font, the obfuscation recommended by the IDPF is necessary so that the font file cannot be installed directly for use on an operating system with the built-in tools of that computing device, and it cannot be directly used by other EPUB Publications. The obfuscation method recommended by the IDPF are built-in from InDesign CS6 and provided by other software tools such as Sigil.

III License Extensions

1 Logos

License to use our fonts in logos, slogans etc. (static/animated).
Across all media

2 Broadcast

A broadcasting License enables you to use the font in media on TV and cinema, internet-TV, Video on Demand, DVD/Download to own productions and on screens in public screen-based environments. The licence is measured on the continents that the media will be broadcast to.



3 Social Media

A Social Media License covers the usage on all social channels in posts/videos and paid social media.

4 Online Advertising

A Online Advertising License covers the usage in advertising on websites and mobile platforms such as banners, floating ads, pop ups, video ads, e-mail newsletters etc.

5 Out-of-Home

A Out-of-Home License covers the use in out-of-home advertising (printed and digital) such as on billboards, public screens, street furniture, truck ads, vehicle wraps etc.

6 Merchandise

A Merchandise License covers the use to manufacture commercial and/or promotional merchandise (accessories, apparel, presentation packaging etc.)

7 Electronic Device Displays

License to use the fonts within device displays (ATM, household appliances, ticket machines, entertainment products etc.)

8 Video Games

The Video Games License entitles to use the Font in video games developed for any operating system, including Microsoft Windows, Mac OS, Linux, as well as for game consoles, including PlayStation, Xbox, etc.

9 ePub

ePub is an Electronic Publication intended for digital distribution and consumption where the Fonts are embedded in the software and are used to render some or all of the content. An ePub license is valid for file formats such as PDF, EPUB 2.01, EPUB 3, and KF8.

10 Political Campaign

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