

This Free Licence Agreement is an agreement between you, as the Licence Holder, and AllCaps s.r.o., ID No. 09732802, with its registered seat at Vodičkova 704/36, Nové Město, 110 00 Prague 1, Czech Republic, registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 341849, VAT No. CZ 09732802 (hereinafter “AllCaps”), as licensor, which specifies the terms and conditions for the “Bandit Luv” font software licence by AllCaps. The Licence Holder accepts this agreement and acknowledges, understands and complies with its terms and conditions (hereinafter the “FLA”).

This FLA is related to the End User License Agreement published at [www.allcapstype.com/licencing](http://www.allcapstype.com/licencing) (hereinafter “EULA”). All terms capitalized in the FLA have the same meaning as the terms used in the EULA. For all rights, obligations, and legal relationships not expressly modified by this FLA, the provisions of the EULA apply fully. This includes, without limitation, provisions regarding Ownership, Modifications, Political and Special Use Cases, and Governing Law. In the event of any discrepancy or conflict between the terms of this EULA and the EULA, the terms of this Special Agreement shall prevail.

#### 1. Licence Grant

AllCaps grants the Licence Holder a non-exclusive, terminable, worldwide, non-transferable and non-sublicensable Licence to use the “Bandit Luv” font software in accordance with the FLA and the EULA. The “Bandit Luv” font software can be licenced in the form of OTF (OpenType File) or WOFF2 (Web Open Font Format). For the purposes of the FLA OTF and WOFF2 are considered separate individual Font Software.

The Licence Holder must be a sole entrepreneur or organisation with **1 to 5 employees** at the time of the Licence acquisition.

By obtaining a Licence, the Licence Holder does not purchase the copyright of the design or any other part of the Font Software, other than the non-exclusive, non-transferable right to use the Font Software for the use cases specified in this FLA, according to the specification provided by the Licence Holder. All other use cases other than the specified ones require an additional Licence.

#### 2. Permitted Uses

This FLA grants rights equivalent to the OTF Desktop Licence and WOFF2 Web Licence as defined in the EULA.

#### 3. Exclusion of Licence Extensions

This Licence strictly excludes any rights classified as “Licence Extensions” under Section 2.2 of the EULA. Any such use requires the purchase of a separate paid licence extension.

#### 4. Warranty Disclaimer

Notwithstanding Section 7 of the EULA (“Limitation of Liability”), and in consideration of the fact that the Font Software is provided free of charge, the following applies:

- a. “As Is” Basis: The Font Software is provided “as is” without warranty of any kind. AllCaps specifically disclaims the warranty of defect-free performance for 30 days mentioned in the EULA.
- b. No Liability: To the maximum extent permitted by applicable law, AllCaps shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to lost profits, lost data, or business interruption, arising out of the use or inability to use the Font Software. The Licence Holder assumes the entire risk as to the quality and performance of the Font Software.

This End User Licence Agreement is an agreement between you, as the Licence Holder, and AllCaps, as licensor, which specifies the terms and conditions for the Font Software licence by AllCaps and which establish legally enforceable reciprocal rights and obligations between the parties. The Licence Holder accepts this agreement and acknowledges understands and complies with its terms and conditions. By obtaining a Licence, the Licence Holder does not purchase the copyright of the design or any other part of the Font Software, other than the non-exclusive, non-transferable right to use the Font Software for the use cases specified in this Agreement, according to the specification provided by the Licence Holder. All other use cases other than the specified ones require additional Licence.

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## 1. Definitions

“Agreement or EULA” shall mean this End User Licence Agreement for Font Software including all filled information on Checkout.

“AllCaps” is AllCaps s.r.o., ID No. 09732802, with its registered seat at Vodičkova 704/36, Nové Město, 110 00 Prague 1, Czech Republic registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 341849, VAT No. CZ 09732802.

“Licence Holder” shall mean the individual, company, corporation or other organization subject to this Agreement due to their access or Use of Font Software. The Licence Holder shall be always the end user of the licence who benefits from it (the Licence holders are not service/ad/branding agencies, print partners, freelancers, etc. but their clients). Type of the Licence Holder is differentiated based on the number of employees in the organisation, or on special category of Student and Non-profit entities.

“Font Software” shall mean the software provided by AllCaps which generates typeface and typographic designs and ornaments. Font Software shall include all vector representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades, updates, related files, permitted copies, permitted conversions, and related documentation.

“Designer” shall mean external 3rd party such as design studios, design/ad/branding/service agencies, freelancers, etc., which create and/or edit outputs for the Licence Holder using the Font Software.

“Checkout” shall mean AllCaps checkout webpage ([allcapstype.com/checkout](http://allcapstype.com/checkout)) where the information on the Licence Holder, and/or Designer, and required licence and on use of Font Software shall be filled. The filled information by the Licence Holder and/or Designer shall be consequently specified on the issued invoice by AllCaps and are binding for all involved parties.

“Device” shall mean a hardware, software, or firmware component to which an individual is able to give commands, such as desktop computers, laptops, tablets, mobile devices.

“Font Outlines” shall mean particular typeface and typographic designs and ornaments included in the Font Software.

## 2. Licence Grant

Upon full payment, AllCaps grants the Licence Holder a non-exclusive, terminable, worldwide, and non-transferable Licence to use the Font Software in accordance with EULA. The Font Software can be licenced in form of OTF (OpenType File) or WOFF2 (Web Open Font Format). For the purposes of the Agreement OTF and WOFF2 are considered as separate individual Font Software.

## 2.1 License Types

AllCaps grants the Licence Holder one or more of following licence and/or licence extension option based on a choice of the Licence Holder:

### 2.1.1 Trial Licence

This licence type includes the following rights of the Licence Holder for the trial version of Font Software, which shall have limited scope of font characters. This licence type includes the following rights:

- a. The Licence Holder may install and use the Font Software on one Device subject to the conditions, that the Licence Holder is the only authorised user of this licence. The Licence Holder may not distribute the trial licence to any person, entity or organisation.
- b. The Licence Holder may use the trial version of Font Software only for the testing purposes.
- c. The Licence Holder is not entitled to use the Font Software for any other purposes than expressly permitted herein, especially the Licence Holder is not entitled to use the Font Software for any commercial or marketing purposes or for use of any outputs of the Font Software intended for third parties.

### 2.1.2 OTF Desktop Licence

This licence type includes the following perpetual rights:

- a. The Licence Holder may install and use the Font Software within his company.
- b. The Licence Holder is entitled to use the Font Software to create non-dynamic documents, such as images, logos, identities, books, newspapers, magazines, and documents for both print and screen.
- c. The Font Software may be provided to a commercial printer or other prepress facilities in the scope of a particular project, only to prepare for printing and print documents of the Licence Holder and for the period of time necessary for the finishing of the particular project. Third parties are not allowed to actively create new documents with Font Software that has been provided for output only. If any modification to a document is to be made by a non-license holder, a new license must be purchased. The Licence Holder is obliged to ensure compliance with the conditions under the EULA by an involved third party.
- d. The Licence Holder may not use the Font Software for any other purposes not expressly permitted herein.

### 2.1.3 WOFF2 Web licence

This licence type includes the following perpetual rights:

- a. The Licence Holder entitled to use the Font Software to embed the Font Software on one website domain owned by the License Holder with unlimited traffic. Website domain shall be specified on Checkout and in the invoice. The Font Software has to be stored on the same server associated with the licensed domain. Technologies other than @font-face are not allowed. The use of third-party font hosting services is prohibited.

- b. The Licence Holder may not use the Font Software for any other purposes not expressly permitted herein.

## 2.2 Licence Extensions

The Licence Holder may purchase following extension to the desktop licence:

### 2.2.1 App / Epub Licence Extension

This licence extension includes the following perpetual rights:

- a. The App/Game/Epub licence extension grants the Licence Holder the right to embed the Font Software in other specified distributed software (mobile or desktop applications, operating systems, games, Epubs and ebooks) for the purpose of styling dynamic, static, or editable text. The Licence Holder undertakes to have the Font Software embedded in a secure manner such that it cannot be extracted from or accessed outside of the specified software.
- b. The Licence Holder may not use the Font Software for any other purposes not expressly permitted herein.

This type of licence extension is subject to special offer by AllCaps, and an agreement must be reached with AllCaps.

### 2.2.2 Trademark Licence Extension

This licence extension includes the following perpetual rights:

- a. The Trademark licence extension grants the Licence Holder the right to legally register/trademark a logotype featuring outlines of the licensed Font Outlines included in the Font Software. The logotype featuring the Font Outlines may then appear in any output, for perpetual use.
- b. The Licence Holder may not use the Font Software for any other purposes not expressly permitted herein.

This type of licence extension is subject to special offer by AllCaps, and an agreement must be reached with AllCaps regarding the particular trademarks.

### 2.2.3 Merchandise Licence Extension

This licence extension includes the following perpetual rights:

- a. The Merchandise license extension grants the Licence Holder the right to display in any form the Font Outlines included in the Font Software on any products meant for retail purposes (commercial goods) such as hardware, clothing, and packaging.
- b. The Licence Holder may not use the Font Software for any other purposes not expressly permitted herein.

This type of licence extension is subject to special offer by AllCaps, and an agreement must be reached with AllCaps regarding the targeted number of items and their visibility, such as their point(s) of sales and/or use context.

#### 2.2.4 Streaming, Broadcasting Extension

This licence extension allows to display a Font Outlines on video media in the context of online streaming services, television broadcast/cable, and cinema/film.

This licence extension includes the following perpetual rights:

- a. The Licence Holder may install and use the Font Software within his company.
- b. The Streaming/Broadcasting license extension grants the Licence Holder the right to display a Font Outlines included in the Font Software on video media in the context of online streaming services, television broadcast/ cable, and cinema/film.
- c. The Licence Holder may not use the Font Software for any other purposes not expressly permitted herein.

This type of licence is subject to special offer by AllCaps. The geographical territories where the specific video(s) is/are made available/shown and the number of titles/episodes (if applicable) must be agreed upon the license purchase.

#### 2.3 Unlimited Licence

This type of licence has no limit on the number of employees of the Licence Holder and can fulfil special requirements which are not covered by Desktop licence, Web licence and/or Licence extensions. Unlimited licence is subject to special offer by AllCaps. The provisions of the EULA shall be applicable on Unlimited licence unless otherwise agreed between AllCaps and the Licence Holder.

#### 2.4 Student Licence

This type of licence is designated for students to use the Font Software for self-initiated projects during their studies. This type of License can be only used for educational and non-commercial projects and it is issued upon a valid student ID. If the project is commercialized at any point in time, a new license must be purchased. The provisions of the EULA shall be applicable to Student licence unless otherwise agreed between AllCaps and the Licence Holder.

#### 2.5 Non-profit Licence

This type of licence is designated for the Licence Holders who are Non-profit organization. Non-profit licence is subject to special offer by AllCaps. The provisions of the EULA shall be applicable on Non-profit licence unless otherwise agreed between AllCaps and the Licence Holder.

#### 2.6 Licence Purchase & Other Uses

The licence fee for particular licence for Font Software is calculated on Checkout and the Licence Holder is aware of the licence fee amount. The Licence Holder may not use the Font Software for purposes other than those purchased pursuant to the Agreement. If at any time the Licence Holder's use of the Font Software exceeds the range of permitted use as arising from the purchased licence type, the Licence Holder agrees to immediately notify AllCaps and purchase the appropriate licence.

### 3. Ownership

No copies of the Font Software are to be made other than as expressly approved by AllCaps.

The Licence Holder undertakes to take all necessary steps and impose all necessary conditions to ensure that all employees using the Font Software do not commercialise or disclose the contents of it to any 3rd party or use it in other manner than in accordance with the terms of this Agreement.

The Licence Holder will provide technological and security measures to ensure that the Font Software he/she is responsible for is physically and electronically secure from unauthorised use or access.

Font Software and contained Font Outlines and documentation remain the intellectual property of AllCaps. All involved copyrights in the Font Software, name of the Font Software, Font Outlines and Font Software itself, current trademarks and business names, remain the property of AllCaps. The Licence Holder does not acquire any rights of ownership in the Font Software.

### 4. Designer / Licence Holder Relationship

The Licence Holder may not remove or modify any of AllCaps copyright notices incorporated in Font Outlines. The Licence Holder may not share, sell, loan, donate, distribute, reveal, or transfer in any way Font Software to any third party, unless otherwise expressly specified in the EULA.

All Intellectual Property Rights over and in respect of the Font Software are owned by AllCaps. The Licence Holder does not acquire any rights of ownership in the Font Software.

The Designer may purchase a Font Software licence on behalf of a Licence Holder, but it is the Licence Holder who is the owner of that licence. In this case, the Designer is obliged to ensure that information regarding the Designer's client is filled as Licence Holder and to acquaint the Licence Holder with all the conditions under this Agreement.

The Font Software must be used within the organization of the License Holder and one initial Designer working for the License Holder. If the License Holder conclude subcontracts with third parties or self-employed or temporary freelancers, or stops working with the initial Designer to continue with a different Designer, new Designer have to purchase the respective Font Software licence which is subject to special offer by AllCaps, and an agreement must be reached with AllCaps.

The Designer is entitled to install and use purchased the Font Software within his/her company under following conditions:

- a. The Font Software is used to create content only for commercial or non-commercial personal use of the Licence Holder within the granted licence to the Licence Holder.
- b. The Designer may not use the licence in any circumstances for his/her another client who has not acquired the particular licence.

- c. The Font Software is not used for any other purposes not expressly permitted within the purchased Font Software licence.

## 5. Modifications

The Designer shall comply with all obligations under the EULA, which impact on the Licence Holder.

Any and all copies that the Licensee is permitted to produce on the basis of this Agreement, must contain the same copyright, trademark and other property clauses as those on or contained within the Font Software. The Licence Holder may not modify, adapt or translate the encoding of the Font Software, nor reverse engineer, decompile, disassemble, reproduce, change, modify or otherwise attempt to reveal or make available the source code of the Font Software.

## 6. Political and Special Use Cases

Use of the Font Software for any form of spreading hate, racism or other forms of discrimination is strictly forbidden. In case of a breach of this condition, AllCaps reserves the right to terminate this Agreement immediately without any compensation.

Use of the Font Software in political and/or politically motivated campaigns and messages in any form, any religious messages (slogans, logos, claims, etc.) or any public use by political parties, political and religious organisations, lobbying institutions, think tanks, etc. (including use for political branding and/or design purposes) require a written consent of AllCaps.

## 7. Limitation of Liability

AllCaps guarantees that the Font Software shall be free of defect for 30 days upon purchase. Eventual defects must be notified without undue delay and must include documentation of the defect. AllCaps shall repair the defect within 30 days upon notification by the Licence Holder.

AllCaps is not obliged to replace Font Software purchased by the Licence Holder, or refund the amount paid by the Licence Holder, if the defect of Font Software was caused by an accident, misuse or incorrect use.

In no event AllCaps shall be held liable for any loss or damages caused using the Font Software, including lost profits, lost data, lost business opportunities, or lost savings.

## 8. Termination

The Licence Holder acknowledges and agrees that neither AllCaps nor its board members, officers, employees or agents will be liable for any loss or damage arising out of or resulting from AllCaps's provision of the Font Software under this Agreement, or any use of the Font Software by the Licensee or its employees; and the Licence Holder hereby releases AllCaps to the fullest extent from any such liability, loss, damage or claim.

This Licence Agreement is effective as of the Date of full payment for the purchased licence type. This Agreement may be terminated by the Licence Holder at any time by destroying the Font Software together with any printed and/or non-print materials and any copies of the Font Software and/or Font Outlines. This Agreement may be terminated upon one month



notice if the Licence Holder breaches and/or fails to comply with any term contained herein.

In case of termination of this agreement by the Licence Holder no refunds from AllCaps shall be paid.

In case of termination of this Agreement by AllCaps in accordance with EULA, the Licence Holder may not use Font Software and have to dispose of all copies of Font Software as of the end of the notice period. No refunds from AllCaps shall be paid to the Licence Holder. The Licence Holder declares that all information provided to AllCaps are truthful. AllCaps is entitled, not obliged, to check the accuracy of the provided information regarding the type of licence, size of the Licence Holder and other information. In case that the information provided by the Licence Holder are incorrect, the Licence Holder is obliged to pay AllCaps the difference between the price of the purchased licence granted by AllCaps and double the price of the respective licence if the correct data were provided. In this case, All Caps will issue an invoice with a maturity of 14 days. This payment does not affect the right of AllCaps to claim for compensation.

#### 9. Governing Law

This Agreement will be construed by and governed in accordance with the laws of the Czech Republic. All disputes arising from this Agreement and related to this Agreement will be subject exclusively to the Czech court with material and territorial jurisdiction of AllCaps's registered seat.

#### 10. Final Provisions

AllCaps reserves the right to modify at any time and without prior notification the terms and conditions of this EULA. Such changes in the EULA are made public through their publication on the website ([www.allcapstype.com](http://www.allcapstype.com)). The modification of EULA shall be effective only on newly concluded Agreements. For the already concluded Agreements remain valid and effective the provision of EULA within the time of conclusion of Agreement.

All communication between the AllCaps and the Licence Holder shall be made in the form of email communication, where AllCaps will send all documents, invitations and other documents to the email address filled in by the Licence Holder on the Checkout page and the Licence Holder will address all communication to the following email address of AllCaps: [mail@allcapstype.com](mailto:mail@allcapstype.com)

The Licence Holder and AllCaps expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

Thank you for reading this Licence Agreement until the end.

AllCaps Team