

# Blankids Studio EULA

This End-User License Agreement (“EULA”) constitutes a binding legal agreement between you (the “Customer or Licensee”) and Blankids Studio, Ngentak, Bangunjiwo, Kasian, Bantul, Yogyakarta Indonesia

The EULA governs the terms of use of the Font Software provided by Blankids Studio, and the fonts embodied herein (hereafter collectively referred to as the “Font Software”). By installing or using the Font Software downloaded from [creativemarket.com/ Blankids Studio](https://creativemarket.com/Blankids-Studio), Blankids Studio's partners or in any other way acquired through Blankids Studio, you accept the terms of the EULA and guarantee that you represent and have the right to bind the person, company or other legal entity specified as the Customer of the Font Software on the invoice. By installing, downloading, or using the Blankids Studio Font Software, you confirm that you have read, understood, and agreed to the terms of the EULA.

## Scope of the Blankids Studio's license

Blankids Studio grants the Customer a limited, non-exclusive, non-transferable license to install and/or use the fonts and Font Software licensed from Blankids Studio according to the terms specified in this EULA, and any license confirmation and invoice.

The license is granted when either the Customer has accepted the EULA, completed the purchase, and downloaded the Font Software via an Internet web site. Alternatively if the acquisition is not made via an Internet web site, by the Customer completing the purchase of the Font Software and signing a license confirmation. The license confirmation, together with the invoice or receipt where applicable, serves as documentation for the license. The license applies to the Font Software that has been licensed and paid in full, and only for the number of users and/or purposes specified in the invoice or where applicable the license confirmation for the purchase.

A license is issued for a specific amount of fonts and/or Font Software, and a specific number of users and/or a specified purposes only. The Customer is not allowed to copy, transfer, lend, license, lease, sell or distribute the fonts and/or Font Software in any form other than what is explicitly stated in this EULA.

Corporate entities consisting of several companies or media publishers owning several magazines, newspapers or comparable must acquire licenses for each separate company, magazine, newspaper or comparable. These entities cannot share one license across the whole organization.

If the Font Software is installed on more workstations than the ones specified in the license confirmation, and/or in the invoice or receipt where applicable, or if use of the font is extended to any purpose not covered by the license, this will be considered a material breach of this EULA. For questions regarding usage or upgrading of an existing license, please contact Blankids Studio.

For backup purposes, Blankids Studio allows for the Customer to make one copy of the Font Software and save it in an archive. This copy must be used for archival/back-up purposes only. Upon termination of the Customer's license, the original Font Software must be destroyed together with the backup copy.

#### Types of licenses

This EULA addresses different types of licenses permitting different usage. Blankids Studio offers the following types of licenses:

- Personal Desktop License
- Studio Desktop License
- Web-font License
- Business License

In addition, Blankids Studio offers the following extension licenses to the Business License:

Business Desktop License

Web-font Self-hosting License

Application License

#### Personal Desktop License

This is the basic personal license type issued by Blankids Studio. The Personal Desktop License is granted for "Standard Desktop Use", meaning installation of the Font Software on desktops, laptops or workstations and use as specified below under Usage. This license is issued for 1-2 users, meaning that the license is personal for the licensee and can be shared with one other; for example a printer or an editor.

#### Studio Desktop License

The Studio Desktop License is granted for "Standard Desktop Use" meaning installation of the Font Software on desktops, laptops or workstations and use as specified below under Usage. This license is issued for 3-10 users, meaning that the license is suitable for studios, creative agencies, marketing agencies, printers and manufacturers, individuals and freelancers.

## Web-font License (hosted)

With a Web-font License acquired through one of Blankids Studio web-font-hosting partners. The hosting partner will store and service the font ensuring browser optimization and protection of the fonts through server referrals, caching, pattern matching and obfuscation of the font files.

## Business License

The Business License is for customers that has an extended commercial need and beside Desktop Use also needs to use the font on their web page and/or in an application.

The Business License can be customized to cover additional usage as set out below.

- Business License – Desktop

A Business Desktop License is granted for “Standard Desktop Use” meaning installation of the Font Software on desktops, laptops or workstations and use as specified below under Usage. The Business Desktop License is also granted for “Extended Desktop Use”, meaning use of the font for authorized commercial use.

- Business License – Web-font Self-hosting

A Business Web-font Self-hosting License is available for business use only. With a Web-font Self-hosting License the fonts must be hosted by the Licensee, and the Font Software should be stored and served securely from the same devices and location as the other software and assets associated with the domain names, which are covered by the license. The Licensee must take necessary precautions to prevent downloads of the font by unlicensed third parties. The use of third party font hosting services is strictly prohibited.

- Business License – Application

The Business Application License is an addition that permits the licensee embedding the font in applications which includes using Font Software to style live text in applications, including but not limited to; software applications, mobile applications built to run natively on mobile operating systems and console games. The font must be in a secure format in digital applications, which only allow the user to view the font. Under no circumstances are the users allowed to perform any kind of download, editing, altering, extracting or other modification of the font.

## Usage of font

### Standard Desktop Use

With a Standard Desktop Use the Licensee is permitted to use the Font Software for making documents, for printing and for other non-digital publications. This is only permitted from a desktop, laptop or workstation.

With a License for Standard Desktop Use the Customer's use of the Font Software is limited to Personal, Studio and Business use only. "Personal, Studio and Business Use" means use of the Font Software for the Customer's customary personal or internal business purposes, except where the Customer has acquired an express license. In such a case this shall not mean or include the commercial distribution or use of the Font Software, the design of the fonts or artwork embodied therein, or any component thereof, for any commercial use or in any commercial product for sale whatsoever. This includes, by way of example and not by limitation, t-shirts, physical signs, posters, third party software, electronic devices, mugs, newspapers, magazines, books, or other paper publications for commercial distribution etc.

For commercial distribution see Business License – Extended Desktop. A Standard Desktop Use does not allow the Customer or Licensee to embed or load the font in electronic documents, or html/css stylesheets, to style live or dynamic text in software applications or websites. This requires a separate license for Web Font Use.

The following specific methods of embedding are permitted under the Standard Desktop Use:

Embedding of the font in a workflow PDF for the purpose of providing a document to an outside supplier (e.g. to a supplier of printing services). In such a case the workflow PDF must comply with the following specifications: workflow PDFs must be transmitted individually on a one-by-one basis. This must take place on a closed network. Under no circumstance does this EULA permit the Customer or anyone acting on behalf of the Customer to make workflow PDF-files or other documents where the Font Software is embedded accessible to public download, broadcast or comparable, e.g. on a publicly accessible web page or comparable.

In image files such as JPEG, PNG, TIFF, and BMP-files, the font forms part of an image, where it is not possible to 'grab' or extract the font, or the Font Software in any way as is otherwise the case with an embedded font. Therefore, such image formats are allowed as long as the image files feature fixed images, and do not feature more than 50% of the character set in the Font Software. Furthermore, it is a requirement that the images do not (1) feature outlines of the font(s), (2) permit alterations by a third party, or (3) contain glyphs from the Font Software that are larger than 500 pixels in height.

## Extended Desktop Use

Extended Desktop Use is only issued as an extension to the Business License. Extended Desktop Use allows the licensee authorized commercial use of the Font Software which includes, by way of example and not by limitation, newspapers, magazines, books, and other paper publications for commercial distribution, print advertising, broadcast advertising etc. Application of the Font Software and/or the design and artwork embodied herein for other than the authorized use described above, requires a specific agreement with Blankids Studio.

## Web-font (hosted) and Web-font self-hosting

The following specific methods of embedding and usage are permitted under the Web-font License and the Web-font Self-hosting License:

Usage or embedding of the Font Software as "Web-fonts" to style HTML documents, using the CSS "@font-face" mechanism. The Customer agrees to use reasonable measures to prevent the access to unlicensed parties the Font Software in the HTML document by protecting and securing the font from download, extraction or editing. Note that other embedding or linking uses or techniques such as PDF, EPUB, iOS and/or Android native applications are not permitted under the Web-font License, but require a separate license(s) hereto.

## Application

The following specific methods of embedding are permitted under the Application addition, as an extension to the Business License:

Using Font Software to style live text in applications, including but not limited to, software applications, mobile applications built to run natively on mobile operating systems, including but not limited to iOS, Android, and Windows Mobile, and video games.

In such cases the font must be in a secure format in digital applications, which only allow the user to view the font, and under no circumstances allow the user to any kind of download, editing, altering, extracting or otherwise modifying of the font.

## Intellectual Property Rights

By agreeing to this EULA, the Customer agrees to the fact that the Font Software and fonts embodied herein are copyright-protected, and that all intellectual property rights including copyrights, design rights and other rights to the Font Software and the fonts (including the design and art work, the metadata, font software etc.) rest solely with Blankids Studio. These rights are not limited to any geographical area but apply worldwide.

## Formats

The standard file format of the Font Software that will be delivered upon purchasing a Standard Desktop License is OpenType Postscript (OTF). This format is valid for permitted usage within the Standard Desktop License and any of the license extensions to a Standard Desktop License. The OTF format is optimized for use in the Adobe suite. Upon purchasing a Web-font Self-hosting License for a font, the Font Software will be delivered in the EOT, WOFF and WOFF2 formats. If a Web-font License is purchased through Blankids Studio web font-hosting partners, the format that will be made available as a line of code which should be added in the CSS on the Customer's website. Blankids Studio reserves the right to submit additional formats and to amend the existing Font Software at its discretion, as technical demands evolve.

## Disclaimer & Limitation of Liability

The Font Software is provided 'as is'. Blankids Studio disclaims all warranties, representations and guarantees, express or implied, as to fitness for any particular purpose, merchantability or otherwise with respect to the Font Software. Blankids Studio does not warrant that the operation of the Font Software will be uninterrupted or error-free, or that the Font Software is without defects. The EULA furthermore does not contain any warranty of non-infringement and title or quiet enjoyment. To the extent permitted under Indonesian law, Blankids Studio shall not be liable for any injury, damage, any direct or indirect financial or economic loss, loss of profits, legal costs or any other cost, whatsoever as the result of the use, installation, dispersion or communication of the Font Software supplied by Blankids Studio. Blankids Studio is not liable for any viruses, bugs, errors or similar issues. Blankids Studio liability to pay any kind of damages, is under all circumstances limited to the price paid for the goods supplied or replacement of the Font Software; either of which shall be at Blankids Studio sole discretion.

## Pricing

Blankids Studio Personal Desktop License, as well as the Studio Desktop License, is subject to a one-time fee. The Business license and its additions are paid as Extended Price and available for purchase through Blankids Studio.

This Extended license is valid for unlimited time

## Termination

Blankids Studio reserves the right to terminate the EULA, in case the Customer does not comply with the EULA. In the event of such a termination, Blankids Studio must inform the Customer by email or regular mail. Consequently, the license granted in this EULA and in the License Confirmation is immediately cancelled, and the Customer must destroy all Font Software from Blankids Studio including backup copies and immediately stop using the Font Software. The Customer, by agreeing to this EULA, automatically waives any challenges to, defences or claims to defence as regards

Blankids Studio ApS' right to the Font Software and Blankids Studio rights to terminate the EULA in the manner stated above.

#### Other

The Customer acknowledges to be bound by the terms and conditions of this EULA, and further agrees that the EULA is the complete and exclusive statement of the agreement between Blankids Studio ApS and the Customer. The EULA supersedes any prior proposal, prior agreement (oral or in writing) and any other communications relating to the subject matter of this EULA. No variation of the terms of this agreement or any different terms will be enforceable in the absence of a written express amendment, including a written express waiver of the terms of this EULA.

The failure of Blankids Studio to insist upon strict adherence to any term of this EULA on any occasion shall not be construed as a waiver, and shall not deprive Blankids Studio of the right thereafter to insist upon strict adherence to that term or any other term of this EULA.