

Last updated: 01. 03. 2026

This End User License Agreement ("Agreement") is a legal agreement between you and Studio Latitude, operated by Moritz Schottmüller and Calvin Kudufia, Textorstraße 91, 60396 Frankfurt am Main, Germany ("Studio Latitude", "we", "us", or "our").

By purchasing, downloading, installing, accessing, or using the Font Software, you agree to be bound by this Agreement.

## 1. Definitions

For the purposes of this Agreement:

"Font Software" means the digital font files, font software, webfont files, data, code, naming, features, and related documentation supplied by Studio Latitude.

"Desktop Fonts" means font files intended for installation and use on local computers or workstations.

"Webfonts" means font files supplied for use on websites via CSS .font-face or similar web embedding technologies.

"Typeface" means the collection of related fonts, styles, weights, widths, and variants that together form a font family.

"License" means the limited permission granted under this Agreement to use the Font Software in the manner specified by the purchased license.

"License Owner" means the person or legal entity for whom the Font Software is licensed and who is identified as the purchaser or intended user of the relevant license.

## 2. Ownership

The Font Software is licensed, not sold.

All right, title, and interest in and to the Font Software, including all intellectual property rights, copyrights, trademarks, trade names, design rights, and any other rights in the Font Software and the typeface designs embodied therein, remain the exclusive property of Studio Latitude.

No ownership rights are transferred to you under this Agreement. You receive only the limited rights expressly granted below.

## 3. Grant of License

Subject to full payment of all applicable fees and your compliance with this Agreement, Studio Latitude grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to use the Font Software only as expressly permitted by the license you purchased. Your permitted use depends on the license type shown on your order, invoice, or license confirmation.

### 3.1 Desktop License

If you purchase a Desktop License, you may:

- install and use the Desktop Fonts on the number of users, computers, or devices covered by your purchase
- use the Desktop Fonts to create static visual works, including print materials, branding presentations, packaging, signage, social media graphics, artwork, and non-editable digital outputs
- embed the Font Software in non-editable documents such as PDFs, provided the Font Software is not extractable or reusable by third parties
- temporarily provide files containing the fonts or outlined text to printers, pre-press providers, or production partners solely for production purposes, provided they do not use the Font Software beyond that purpose and do not retain the Font Software after completion unless they hold their own valid license

A Desktop License does not include live website use, app embedding, software embedding, server use, SaaS use, editable template redistribution, or any other use not expressly permitted in this Agreement.

### 3.2 Webfont License

If you purchase a Webfont License, you may:

- use the Webfonts only on the number of domains or websites covered by your purchase
  - use the Webfonts only for rendering live text on your own website(s) by means of CSS .font-face or similar standard web embedding methods
  - self-host the Webfonts, provided they remain under your control and are used only for the licensed domain(s)
- A Webfont License does not permit:
- use of desktop font formats such as OTF or TTF for live website use
  - use in apps, games, software, platforms, or digital products
  - use on unlicensed domains or websites
  - making the Webfonts available for download, extraction, reuse, or access by third parties

## 4. Delivery

The Font Software is delivered digitally.

After purchase, Studio Latitude will provide the Font Software by download link, email, account access, or another electronic delivery method. Delivery is deemed completed once the download link or access credentials are provided to you.

You are responsible for downloading, storing, and securing the Font Software after delivery.

## 5. Restrictions

Unless expressly permitted by Studio Latitude in writing, you may not:

- redistribute, share, sell, sublicense, assign, transfer, lease, lend, or otherwise make the Font Software available to any third party
- upload the Font Software to public servers, public repositories, file-sharing services, or publicly accessible cloud storage
- modify, alter, adapt, translate, reverse engineer, decompile, disassemble, convert, rename, or otherwise change the Font Software
- create derivative works, derivative fonts, or new fonts based on the Font Software or the designs embodied in it
- edit glyphs, character sets, spacing, kerning, hinting, encoding, naming, or internal font data
- convert the Font Software into other formats except where strictly necessary for lawful use expressly permitted under the purchased license
- use the Font Software in apps, games, software, e-books, broadcasting, video, templates, platforms, or editable products unless separately licensed
- use the Font Software in a way that allows end users or third parties to access, extract, or reuse the Font Software
- resell the Font Software, whether alone or as part of another product
- use the Font Software for any purpose not expressly allowed under this Agreement

## 6. No Redistribution; No Transfer

The License is personal to the License Owner and may not be transferred to another person or legal entity without Studio Latitude's prior written consent.

If a client, agency, developer, contractor, freelancer, or any other third party requires use of the Font Software, that party must obtain its own separate license unless Studio Latitude has expressly agreed otherwise in writing.

## 7. No Modification

You may not modify the Font Software under any circumstances.

This prohibition includes, without limitation:

- editing letterforms or glyph outlines
- changing spacing, kerning, hinting, metrics, or encoding
- renaming the fonts
- converting the fonts into another font product
- creating customized, derivative, or adapted versions of

the fonts

Any customization, expansion, or modification requires a separate written agreement with Studio Latitude.

#### 8. Backup Copies

You may make a reasonable number of backup copies of the Font Software solely for archival and recovery purposes, provided that:

- such copies remain under your exclusive control
- they are not shared with third parties
- all copyright, trademark, and proprietary notices are preserved

#### 9. Third-Party Service Providers

You may provide access to the Font Software to a printer, pre-press provider, web developer, or similar technical service provider only to the extent strictly necessary to perform work for you and only where such access is temporary and limited to the licensed purpose.

Any broader, ongoing, or independent use by such party requires a separate license from Studio Latitude. You are responsible for ensuring that any such party complies with this Agreement.

#### 10. Refunds, Withdrawal, and Defective Files

Due to the nature of digital products, all sales are final and no refunds, returns, or exchanges are offered once the Font Software has been made available for download or the download has begun, except where mandatory law provides otherwise.

If the Font Software is defective, incomplete, corrupted, or fails to correspond substantially to the product purchased, please contact Studio Latitude and we will, where appropriate and legally required, provide a replacement file, repair, or other remedy required by applicable law. If you are a consumer and applicable law grants you a statutory right of withdrawal, such right remains unaffected unless it has validly expired.

Where permitted by applicable law, by requesting, accepting, or using immediate digital delivery, you:

- expressly consent to the supply of digital content before the expiration of any statutory withdrawal period
- acknowledge that your right of withdrawal may be lost once performance begins, including when the download is made available to you or the download starts

#### 11. Termination

This Agreement terminates automatically if you breach any provision of this Agreement.

Upon termination, you must immediately:

- cease all use of the Font Software
- delete and destroy all copies of the Font Software in your possession or control
- remove the Font Software from all computers, servers, websites, and storage systems under your control

Termination does not limit any other rights or remedies available to Studio Latitude.

#### 12. Warranty Disclaimer

The Font Software is provided "as is" and "as available", without warranties of any kind, whether express or implied, except where such disclaimers are not permitted by applicable law.

Studio Latitude does not warrant that the Font Software will be uninterrupted, error-free, compatible with all systems, or suitable for your intended purpose.

#### 13. Limitation of Liability

To the fullest extent permitted by applicable law, Studio Latitude shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of revenue, loss of data, or business interruption arising out of or related to the use of or inability to use the Font Software.

Where liability cannot be excluded but may be limited, Studio Latitude's liability shall be limited to the typical foreseeable damage.

Nothing in this Agreement excludes or limits liability:

- for intent or gross negligence
- for injury to life, body, or health
- under the German Product Liability Act
- for any liability that cannot be excluded or limited under applicable law

#### 14. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If you are a merchant, legal entity under public law, or special fund under public law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Frankfurt am Main, Germany.

If you are a consumer, mandatory statutory provisions on jurisdiction and consumer protection remain unaffected.

#### 15. Entire Agreement

This Agreement constitutes the entire agreement between you and Studio Latitude concerning the Font Software and supersedes all prior or contemporaneous understandings, communications, or agreements relating to the same subject matter.

No amendment or waiver of this Agreement shall be effective unless made in writing by Studio Latitude.

#### 16. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the original provision.

#### 17. Contact

For licensing questions, please contact:

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