

# Volturemotor - Standard License

(End User License Agreement for Device Fonts)



## Quick overview:

- \* You must not open, edit or otherwise modify the font (“converting to paths” and editing in a program such as Illustrator is permitted - just as long as the result is not converted back into font software for redistribution. Use of “converted to paths” type outlines for logos, headlines etc is permitted).
- \* You cannot redistribute the font .
- \* Editing and/or renaming the font is not permitted - this does not constitute creating an original font and does not negate the terms of the original license. Device can provide custom font design, adaption and related licensing for all your needs.
- \* Using elements of the font as a basis of a new font is not permitted.
- \* If you wish the font to be used as part of a campaign or style bible, and need other agencies or individuals to use the same font, they will need to purchase the relevant licenses themselves from an authorized Device reseller. The correct way to do this is to list the URL of the reseller or Device ([www.burntilldead.com](http://www.burntilldead.com)) in your material. A list of current resellers is available in the ‘Device Fonts Information’ file.
- \* Respect copyright - the legal consequences of using unlicensed or adapted fonts can be very expensive and result in the enforced removal of all offending copies. Badly adapted fonts are often found to have a range of serious technical and design errors, the most common being missing kerning (contextual interletter spacing), missing characters, poor spacing, incorrect point construction (leading to printing problems and distorted character shapes), font ID clashes and missing counters due to incorrect path directions. Be legal, be safe.

## Standard License

You may use a purchased Item in a new End Product as long as the End Product meets the following requirements. End Products must be significantly different than the original Item and require time, effort, and skill to produce. End Products must not be used or sold in a way that is directly competitive with the original Item you purchased. End Products must not redistribute the original Item to any third parties in a manner that allows for the extraction of the original Item.

### If you purchase an Volturemotor font with Standard License, the following terms apply:

1. End Product must be a unique implementation of the Item. For example, you may purchase a font and use it to make unique word art, or purchase and use a brush to create an illustration, but you must not redistribute the original files in any way.
2. Items purchased under the Standard License may be used to create End Products for Sale where lifetime sales of the End Product for Sale do not exceed 500 units. If a Standard Licensed Item is purchased and used to create an End Product for Sale of which the sales exceed 500 units, either another Standard License or an Standard License must be purchased. For End Products that are not offered for sale, you may distribute as many copies of the End Product as you like.
3. You may modify or manipulate the Item, or incorporate it into other content and make a derivative work from it.

4. You may not sublicense, resell, share, transfer, or otherwise redistribute the Item (e.g. as stock, in a tool or template, with source files, and/or not incorporated into an End Product) under any circumstances, not even for free.
5. You may use purchased Items in TV, films, streaming video, on demand broadcasts, and/or online videos for up to 10,000 views per month. For anything over 10,000 monthly views, contact “ [eric@burntilldead.net](mailto:eric@burntilldead.net) “ directly in order to inquire about further rights options.
6. You may not use any Item in a way that violates the Agreement including, without limitation, in a manner that infringes any third party’s trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition. Items that contain digital images of real products, trademarks or other intellectual property owned by third parties may require clearance from the rights owner. It is your responsibility to consider whether your use of these Items requires a clearance and if so, to obtain that clearance from the rights owner.
7. You may not register as a trademark the Item or the end product incorporating the Item. If you use the Item to create a logo for yourself or a client, keep in mind that third parties can use the Item too, even in another logo.
8. You may not use any Item if that use could result in a third party’s claim that it acquired rights in the Item that are contrary to this license. Upon the Shop Font Maker request, you shall immediately remove the Item from any unauthorized location or use, including an unauthorized social media platform or website.
9. You may not falsely represent, expressly or by way of reasonable implication, that any Item was created by you or a person other than the copyright holder of the Item.
10. You may not use Item(s) containing models and/or property in a manner that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, deceptive, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, obscene, threatening, profane, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or is otherwise objectionable.
11. You may make back-up copies of the Font Software for archival purposes only, provided that you retain exclusive custody and control over such copies.
12. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, rename, remove copyright information, or attempt to discover the source code of the Font Software. You may not use any part of the Font Software as the basis for another font. You may not use the Font Software or a representation of the Font to create a new font that is stylistically derivative. If you want to make modifications to the Font Software, you must obtain the prior written consent of Device.

## **Warranties**

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Device warrants to you that the Ramblin font will perform substantially in accordance with the Documentation for the ninety (90) day period following your receipt of the fonts package.

## **General provisions**

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You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement.

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