

# **EULA End User License Agreement**

## **District 62 Studio (D62) STANDARD License for Freebies**

**PLEASE READ THE ENTIRE LICENSE FOR A DETAILED DESCRIPTION OF ALL RIGHTS AND RESTRICTIONS**

### **District 62 Studio (D62) EULA End User License Agreement**

#### **LICENSE**

The following License Terms constitute an agreement between you (“Buyer” or “you”) and the seller (District 62 Studio, D62), setting forth the rights and obligations with respect to the digital content (“Items”) licensed by you. Please review the Agreement before you purchase any Items.

All Items available on district62.com are protected by United States and international copyright laws and treaties. As between you and district 62 Studio, D62 retains ownership of the Items, but grants to you certain rights to use the Items on the following terms. All other rights are expressly reserved by D62.

D62 hereby grants you a non-exclusive, non-transferable right to use, modify and reproduce the Item as expressly permitted by the license herein and subject to the terms set forth herein:

#### **Standard License**

**All Items may be used in an unlimited number of Personal Use Projects Only. No Commercial Use is Allowed.**

You may use the 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. You may NOT sell the Item, in part or in whole, or with modifications as Stock imagery under any circumstances.

For the following categories, special terms apply:

Templates and Themes:

Here, an End Product must be a unique implementation of the Item, often requiring limited copy and content changes. For example, if you purchase a resume template, you may use the Item for yourself or a client after having input personal information (you may not resell it as stock).

You may modify or manipulate the Item, or incorporate it into other content and make a derivative work from it. As between you and District 62 Studio, D62 will retain all right, title, and ownership in the Item, and the resulting derivative work is subject to the terms of this Standard License.

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.**

# **EULA End User License Agreement**

## **District 62 Studio (D62) STANDARD License for Freebies**

You may NOT make the Item available on a digital asset management system, shared drive, or the like for the purposes of sharing or transferring the Item, and you must not permit an end user of the end product to extract the Item and use it separately from the End Product.

You may NOT publicly display the Item: (a) as a standalone file in any digital format on the internet; or (b) in any digital format without imposing technical or written restrictions to prevent the unauthorized use of the Item by third parties. You agree to take all commercially reasonable steps to prevent third parties from accessing and/or duplicating the Item. If you become aware of any unauthorized duplication of any Item please notify us via email at [megan@district62.com](mailto:megan@district62.com).

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.

You may NOT register as a trademark the Item or the end product incorporating the Item – not even logos. 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.

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 Owner's request, you shall immediately remove the Item from any unauthorized location or use, including an unauthorized social media platform or website. 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(s) of that Item.

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.

**RIGHTS RESERVED.** This Graphics Package is Licensed and NOT SOLD to you, the End User, by District 62 Studio and is licensed for use in accordance with the terms of the Agreement. District 62 Studio retains any and all copyrights to all of the original elements within and is protected under both domestic and international copyright, trademark and unfair competition laws. The various names of District 62 Studio are trademarks of District 62 Studio.

You, the End User do not own any rights to the Graphics Package within.

**DESIGN CREDIT.** You agree to credit D62 as the trademark and copyright owner and creator of District 62 Studio Fonts in the following manner, © District 62 Studio wherever and whenever design production or any other credits are shown.

**TERMINATION.** Any breach of the terms of this Agreement shall be cause for termination of this License. In the event of termination, and without limitation of any remedies under the law and equity, you agree to immediately destroy the Graphics Package and certify that no copy remains in your possession or control.

**COMPLIANCE WITH LAWS.** You shall be responsible for your compliance with all laws relating to the control

# **EULA End User License Agreement**

## **District 62 Studio (D62) STANDARD License for Freebies**

of exports or the transfer of technology in connection with any use and distribution of the Font Software. the Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the government, its employees or vendors may be subject to restrictions set forth in federal law and regulations. The manufacturer/designer/owner of this GRAPHICS PACKAGE and the Designs within is District 62 Studio.

REVOCATION OF WARRANTIES. Subject to the representations and warranties stated herein, the Graphics Package is provided AS IS and without fiduciary obligation to you or other warranties of any kind and District 62 Studio hereby EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. District 62 Studio DOES NOT WARRANT THAT THE OPERATION OF THE GRAPHICS PACKAGE WILL BE UNINTERRUPTED OR WITHOUT DEFECT, THE GRAPHICS PACKAGE IS NOT INTENDED AND WAS NOT DESIGNED FOR USE IN ANY CIRCUMSTANCE WHERE THE FAILURE OF THE GRAPHICS PACKAGE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL HARM OR ENVIRONMENTAL DAMAGE. THE GRAPHICS PACKAGE IS NOT FAULT TOLERANT AND IS NOT INTENDED FOR USE IN THE CONTROL OR OPERATION OF DEVICES OR EQUIPMENT FOR MANUFACTURING, OR FOR USE IN NAVIGATIONAL DEVICES. UNDER NO CIRCUMSTANCES SHALL District 62 Studio BE LIABLE TO YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SOCIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH A POSSIBILITY. Under no circumstances, subject to the conditions noted herein, shall District 62 studio's maximum liability to you or a third party exceed the replacement cost of the GRAPHICS PACKAGE at the sole discretion of District 62 Studio.

OTHER LAW - CONSUMERS ONLY. Some jurisdictions do not allow the exclusion or limitation or incidental, consequential or special damages, implied warranties as they relate to sales to non-business purchases to consumers. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR A THIRTY (30) DAY WARRANTY PERIOD OR THE SHORTEST PERIOD ALLOWED BY ANY APPLICABLE RULE OR LAW OR STATUTE. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE SHORTEST APPLICABLE WARRANTY PERIOD. The exclusions noted above may not apply to you. Otherwise, and to the extent permissible by law, you agree that all implied warranties are not to be effective for more than thirty (30) days.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Florida as applies to contracts entered into wholly performed therein without application of its conflict of law provisions or the conflict of law provisions of any other jurisdiction. You hereby expressly consent to the personal jurisdiction of the local, state or federal courts selected by District 62 Studio for the hearing of or resolution or any dispute or action arising out of or related to this License you hereby further expressly waive any jurisdiction or venue defenses and agree to services of process by certified mail return receipt requested. All remedies are cumulative not exclusive.

COMPLETE AGREEMENT. You acknowledge that you have read this agreement and understand it and that by using the GRAPHICS PACKAGE you will be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between District 62 Studio and you which supersedes any proposal or prior agreement, oral or written, and any other communications between District 62 Studio and you relating to the subject matter of this Agreement. No variation of the terms of this agreement or any different terms will be enforceable against District 62 Studio unless D62 gives its express written consent, including a written express waiver of the terms of the Agreement. If any provision of this agreement is held void or unenforceable, that provision will be enforced to the maximum extent possible and the remaining provisions of this Agreement will remain fully in effect. District 62 Studio expressly reserves the right to amend or modify this License Agreement at any time and without prior notification,

16) LICENSE UPGRADES. License upgrades may be purchased for uses that are prohibited or restricted by this Agreement for additional fees at the sole discretion of District 62 Studio. Contact [megan@district62.com](mailto:megan@district62.com) for more information.