

End-user license agreement for providing Unlimited font license

ATTENTION!

Before installing the software products, please read carefully the following terms and conditions of the License Agreement (hereinafter referred to as the Agreement). BY DOWNLOADING, INSTALLING, COPYING OR USING THESE SOFTWARE PRODUCTS, YOU EXPRESS YOUR CONSENT WITH THESE TERMS!

Breach of the terms of this Agreement, as well as a use of software products and fonts without a license, entails the consequences provided by applicable law.

1. General provisions

1.1. TYPETYPE FONTS FZCO (hereinafter referred to as the "Licensor") has all the necessary powers to grant the rights shown in this Agreement.

1.2. This Agreement comes into force and becomes binding on the date the Licensee pays the price for obtaining the rights to use the Font. The price for obtaining the rights to use the Font is reflected in the invoice provided by the Licensor.

1.3. The fact of payment is the Licensee's consent to comply with the terms of this Agreement. In any case, the commencement of the use of the Font is deemed to be Licensee's consent to form this Agreement and acceptance of all its terms.

1.4. The following terms and definitions are used in this Agreement:

1.4.1. The Font is a work of graphics, design, expressed in the external images of alphabetic, digital, service and pseudographic characters, presented in the form of a computer program that allows installation of a font into the memory of a workstation, server or web server and display font characters (in particular text) by a program or an operating system.

1.4.2. The Font symbol - an image of the alphabetic, numeric, service and pseudo graphic characters that make up the Font.

1.4.3. The Font file - a computer file containing a description of the character set used to display such characters (e.g. text) by a program or an operating system.

1.4.4. the Licensee - the person acquiring the rights to the Font.

1.4.5. Electronic publication - a book, magazine, booklet, etc., presented in electronic (digital) form, intended for reading from the screen of electronic devices or printing using output devices.

1.4.6. In the case of the use of a definition in this Agreement, which is not defined above, the definition shall be defined in accordance with the text of the Agreement. In the absence of an unambiguous definition in the Agreement the Parties shall be guided by the definition: first - defined on the Licensor's website, second - on the Internet.

2. Usage

2.1. Under Unlimited font license, the Licensee is granted the following non-exclusive rights to the Font:

2.1.1. The right to reproduce the Font software by installing it on the Licensee's server or embedding it in the software that will be installed on the server or installing it on the development server for internal use. The installation of the Font should be used, firstly, to create or enable the end user to create documents with a built-in font that are not a commercial product, secondly, to distribute such documents to end users, and third, to create the ability to view, print and edit such documents.

The Font shall be embedded in files in such a way as to prevent retrieval it from the document, or use outside the document, or that it is used or made available otherwise than on the Licensee's server.

2.1.2. The right to install and use the Font on workstations owned by Licensee.

2.1.3. The right to output or reproduce the Font symbols for commercial or non-commercial purposes on any surfaces, in particular on paper, in printing products, computer screens, billboards, clothes, as well as on any other surfaces without limitation of circulation.

2.1.4. The right to embed Font symbols in a scalable (vector) form in documents (for example, in EPS or PDF documents) and/or in raster images (JPEG, TIFF, PNG) intended for transmission to third parties, provided that the documents are for viewing or printing only and cannot be edited. The right to use such documents for commercial distribution in the form of electronic books, magazines or for templates of commercial publications.

2.1.5. The right to install the Font on a web server to provide the Font accessibility for the Website including the availability of the Font for use in Licensee's advertising campaigns on the Internet. When using the Font on web server and/or in advertising on the Internet, the Licensee has the right:

2.1.5.1. create digital advertisements or allow a third party to create digital advertisements on behalf of the Licensee;

2.1.5.2. install the Font on a server that is owned and controlled by the Licensee or on servers owned and controlled by a third party hosting service or ad server service (hereinafter referred to as a third party) with which the Licensee have a written agreement regarding the use and protection of the Font, solely for the purpose of publishing digital Advertisements on output Devices for up to the licensed number of impression;

2.1.5.3. embed the Font in Base-64 encoded format into digital advertisements and publish such digital advertisements on output devices for up to the licensed number of impressions. If the Licensee allows a third party to Use the Font on its behalf to create digital advertisements, the Licensee agrees that:

i) such third party will only use the Font to create digital advertisements on behalf of the Licensee;

ii) the Licensee will make such third party aware of the terms of this Agreement;

iii) the Licensee will ensure that such third party destroy the Font upon completion of their use of the Font on behalf of Licensee;

iv) the Licensee shall remain responsible for all acts and omissions of such third party with regards to their use of the Font.

2.1.5.4. The right to bring to the public the Font symbols on websites using the @ font-face selector in CSS files. Wherein:

i) The Licensee can use the Font to design Web sites using the @ font-face mechanism provided that in the text of the CSS and in the code of the pages of the site there will be information about the origin and copy of the Font in the same way as it is given in the HTML / CSS examples supplied with the Font.

ii) The Font can only be used on Web sites whose domain names belong to the Licensee.

iii) The Licensee may use the Font in interactive web applications that allow visitors of the Website to enter or edit texts with use of the Font, but only if such an application does not allow the user to use the Font outside the Website.

2.1.6. The right to use the Font in the mobile applications developed by the Licensee. The Licensor does not impose restrictions on the distribution of mobile applications with embedded fonts. Embedding must be done so that the end user of the mobile application does not have free access to the Font, could not download, install or use it in any way other than using it in the mobile application. Font can be embedded only in such a mobile application, in which it does not form an essential part and is not the main entity or its functional element.

2.1.7. The right to reproduce the Font by embedding in electronic publications. Embedding must be done so that the end user of the Electronic Publication does not have free access to the Font, could not download, install or use them in any way other than the electronic publication. At the same time, Font can be embedded only in files, the format of which provides protection against unauthorized access by encryption or obfuscation, including, but not limited to, such formats as PDF, EPUB 2.01, EPUB 3, and KF8. The Font should not be installed in the operating system of the device using the Electronic publication.

2.1.8. The right to install the Font and use it in any application that allows to select fonts, including applications such as Microsoft Word, Adobe Photoshop, Illustrator, etc. The Licensee can create documents, in particular in vector format (EPS, PDF), and raster images (JPEG, TIFF, PNG) and then use them at their discretion, including printing, Web sites and mobile applications, for example, when creating logos or audiovisual works. The Licensee has the right to use created image in a mobile application, an audiovisual work, a Web site or a video game, as well as for creating any inscriptions in audiovisual works (video films, commercials, music videos, video broadcasts, television programs, etc.).

2.1.9. The right to use the Font in video games developed for any operating system, including Microsoft Windows, Mac OS, Linux, as well as for game consoles (video game devices), including PlayStation, Xbox, Exeq, etc. Embedding must be done so that the end user of the video game does not have free access to the Font, could not download it, install it or use it in any way other than in a video game. The Font can be embedded only in such video games, in which it does not form an essential part and is not the main entity or functional element of the video game. The Licensee cannot embed the Font into video games, which allow to create PDF files, documents for text editors, tables, static images, scalable images, advertisements and other similar files.

2.1.10. The right to distribute copies of media of reproduced Font symbols, except for those that fall within the limits specified in this Agreement.

2.1.11. The right to modify, in the part in which the Licensee (and the End User, subject to the provisions of clause 3.3. of the Agreement) has the right to import images of the Font symbols into a graphics editor with changing their graphics.

2.1.12. The right to public display of images of the Font symbols in the Electronic Publication.

2.1.13. The right to make a reasonable amount of the Font backups solely for archival purposes, provided that Licensee retains control of such copies. Any copies that the Licensee makes in accordance with the Agreement must contain the same notices of copyright, trademarks and other proprietary notices that are provided in the Font.

3. Restriction of use

3.1. It is forbidden to modify the Font. The right to modify the Font requires a separate contract. The rights to the modified versions of the Font will belong to the Licensor.

3.2. It is forbidden to distribute the Font to the public. The Licensee may not post, install and use files on computers, mobile devices, servers and web servers, websites of other companies or individuals, place them on the Internet, lend them, rent them, or transfer them to another user, unless the complete set of delivery is completely transferred, including: Font file, license rights, usage manual, printed materials, backup copies. In this case, the Licensee is required to destroy all copies of the Font and its documentation available to him and notify the Licensor in writing of the change of licensee.

3.3. Transfer to third parties (hereinafter for the purposes of this clause referred to as the End User) of images (documents) containing the Font symbols (e.g., logos or videos created by the Licensee) is allowed provided that the End User is not provided with the possibility to use the Font files. In this case, the Licensee is obliged to notify the End User that the Licensor is the copyright holder of the Font, about the restrictions on use provided for in this Agreement (prohibition of editing an image (document) using the Font files), and in order to exclude the risk of claims against the End user, the Licensor shall be provided with information in respect of End User and with a copy of such an image (document), the Licensor is not entitled to use such an image (document) for its own use, including for marketing purposes without the consent of the End user. The End user has the right but is not an obligation to purchase a separate license. The use of such an image (document) by the End User without acquiring a separate license shall be lawful, provided that the conditions and restrictions stipulated by this Agreement, including the prohibition on transferring Font files, are met.

3.4. Except as provided in clause 3.3. Agreement, persons who have not entered into a Licensing Agreement with the Licensor may not bring into civil circulation goods, works or services containing the Font, the rights to which belong to the Licensor.

3.5. The rights indicated in this Agreement are granted to the Licensee without the right to transfer or to assign them to other persons, except for the case provided for in paragraph 3.2.

4. Liability

4.1. If the Licensee breaches any of the clauses of this Agreement, the Licensor has the right to unilaterally terminate the Agreement. In this case, after receiving the appropriate written or electronic notification, the Licensee shall destroy all copies of the Font and the relevant documentation. Keeping or use the Font will be considered a violation of exclusive rights.

4.2. If the Font as a result to the actions or omissions of the Licensee becomes available on computers, mobile devices, servers, Web servers and Web sites of other persons, the burden of proving the inadvertency of the actions which led to such consequences lies with the Licensee.

4.3. The use of the Font without a valid license agreement, outside of its scope and for any other violation of exclusive rights, gives rise to corresponding liability stipulated by applicable law. To avoid any doubts, the Licensee is informed and agrees that if the image (document) created using the Font is transmitted to the End User without observing the requirements provided for in clause 3.3. of the Agreement, the Licensee will be in breach of the terms of this Agreement, and the End User shall be deemed using the Font without any legal grounds.

5. Warranties

5.1. The Licensor warrants that by granting the rights to use the Font to the Licensee in accordance with this Agreement, it does not infringe the rights of third parties, including copyright and related rights, rights to trademarks, service marks and names of places of origin of goods, rights to industrial designs, fonts, etc.; it has obtained the necessary permits (formed the relevant agreements).

5.2. The Licensor warrants that the Font will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards. To make a warranty claim, the Licensee must notify the Licensor within the warranty period (one (1) calendar month), which could be done via an email to commercial@typetype.org and provide sufficient information regarding your licensing of the Font so as to enable the Licensor to verify the existence and date of the transaction. The entire, exclusive, and cumulative liability and remedy under this warranty shall be limited to the replacement or repair of the Font.

5.3. Other than warranties given in clauses 5.1 and 5.2. above the Font is delivered without any express or implied warranties on the part of the Licensor, including commercial warranties and warranties of fitness for any particular use. The Licensor shall in no event be liable for damages and damages caused by the use or inability to use the Font, or by providing or not providing support services related to the use of the Font.

6. Term of the agreement

6.1. This Agreement is valid during the validity period of the exclusive right to the Font and on the territory of all countries of the world.