End-user license agreement for providing a font license for "Mobile applications"

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.   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 the license for "Mobile applications", the Licensee is granted the following non-exclusive rights to the Font:

2.1.1.   The right to use the Font in the mobile applications developed by the Licensee. The cost of a license is determined by the number of mobile applications in which the Licensee wishes to use the Font. An application developed for different platforms iOS, Android or Windows Phone is considered one application.

2.1.2.   The right to distribute the font as part of the mobile application. The Licensor does not impose any restrictions on the distribution of the Mobile application with embedded fonts.

2.1.3.   The right to publicly display images of the Font symbols in the mobile application.

2.1.4.   The right to reproduce the Font by embedding it in X (XXX) mobile applications running under the operating systems iOS, Android or Windows Phone. X (XXX) is the number of applications in which it is allowed to embed a font, as specified in the invoice or online order form. 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. The Font can be embedded only in such a mobile application, in which it does not constitute an essential part and is not the main entity or its functional element.

2.1.5.   The right to make a reasonable amount of the Font backups solely for archival purposes, provided that the 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 embed the Font into documents (EPS, PDF and others), intended for commercial distribution in the form of electronic books, magazines, other Electronic publications.

3.2.   It is forbidden to display images of the Font symbols in video games.

3.3.   It is forbidden to reproduce images of the Font symbols in logos.

3.4.   It is forbidden to display images of the Font symbols in audiovisual works, in any film or video material (including for the purposes of television broadcasts), including titles and inscriptions.

3.5.   It is forbidden to use images of Font symbols on websites using the @ font-face selector.

3.6.   It is forbidden to install the Font on the server to provide multi-user access.

3.7.   It is forbidden to install the Font on workstations.

3.8.   It is forbidden to use the Font in advertising campaigns on the Internet by embedding the Font files in Base 64 encoded format into digital advertisements.

3.9.   It is forbidden to distribute the Font files with hardware or software.

3.10.   It is forbidden to modify, rename, change the character composition, rebuild or otherwise influence the Font.

3.11.   It is forbidden to copy the Font, except for the cases specified in this document.

3.12.   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.

3.13.   It is forbidden to embed the Font into a mobile application that allows user to create PDF files, documents for text editors, tables, static images, scalable images, advertisements and other similar files, and to an application that is a server component.

3.14.   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.

3.15.   The rights indicated in the 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 3.12.

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 must 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.

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

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.