

End-user license agreement for providing a web 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). DOWNLOADING, INSTALLING, COPYING OR USING THESE SOFTWARE PRODUCTS, YOU EXPRESS YOUR CONSENT WITH THESE TERMS!

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

1. General Provisions

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

1.2. This Agreement enters into force and generates legal consequences from the date the Licensee pays the price of obtaining the rights to use the Font. The price of 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 the conclusion of 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 provides loading a font into the memory of a workstation, server or web server and displaying font characters (in particular text) program or operating system.

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

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

1.4.4. In the case of the use of the terms in this Agreement which are not defined above, the term will be defined in accordance with the text of the Agreement. In the absence of an unambiguous definition of the term in the Agreement the Parties are guided by the definition of the term: first - defined on the Licensor's website, second - on the Internet.

2. Usage

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

2.1.1. With respect to the Font, Licensee is granted the right to reproduce it, namely to record it on a Web server that provides 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 in advertising on the Internet, the Licensee has the right:

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

2.1.1.2. 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;

2.1.1.3. 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.

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

2.1.2.1. 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.

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

2.1.2.3. 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.

2.1.2.4. The total number of views per month on all Licensee's Web sites using the Font should not exceed X (XXX). X (XXX) is the number of Font's views per month on all Licensee's Web sites. The number of views is defined as the loading of the Web site page when the visitor navigates to it. The views also include reloading the page, updating AJAX sites, sending data using the hit method (requesting a web server to retrieve the file).

2.1.3. The Licensee has the right to make a reasonable amount of the Font backup copies exclusively for archival purposes, provided that the Licensee retains control over such copies. Any copies that Licensee makes in accordance with the Agreement must contain the same notices of copyright, trademarks and other proprietary notices that are provided with 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 mobile applications.

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

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 set the Font on the server to provide multi-user access.

3.6. It is forbidden to install (display) the Font on workstations.

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

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

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

3.10. 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.

3.11. 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.

3.12. The rights indicated in this Agreement are granted to the Licensee without the right to transfer and transfer them to other persons, except for the case provided for in paragraph 3.10.

4. Responsibility of the Licensee

4.1. If the Licensee violates 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, except as provided in subparagraph 2.1.1, the burden of proving the malfeasance of the actions that led to such consequences lies in the Licensee.

5. Warranties

5.1. The font is delivered without any express or implied obligation 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.