

September 2020

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**The Foundry Types**

info@thefoundrytypes.com  
www.thefoundrytypes.com

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**Please read this licence agreement carefully before downloading, installing and/or using The Foundry Types font data. This document is a legally binding agreement. We suggest that you keep a copy of the EULA for future reference.**

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**A – General**

A1. This End User License Agreement (the “Agreement”) constitutes a binding legal agreement between you (“the User”, “Customer”, “Licensee”, “Individual”, “Company”, “Corporation”, or “Organisation”) and The Foundry Types Ltd (“The Foundry Types Ltd”, “Licensor”, “Us” or “We”) and establishes the terms and conditions by which you are permitted to install and use the Font Software that is the subject of this Agreement (and the typographic glyphs generated by using that Font Software and all electronic data contained or generated by the same), (“Licensed Software”, “Fonts”, “Font Data” or “Typefaces”).

**B – Important notice to users**

B1. The right to use this The Foundry Types Ltd Licensed Software product is granted only on the condition that the customer agrees to the terms and conditions in this Licence Agreement.

B2. When you use this product on behalf of any other party, you warrant that you have the legal authority to enter into this contract on behalf of that party.

B3. By downloading, installing and/or using The Foundry Types Ltd Licensed Software, you indicate that you have read, understand and agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not proceed and install the Licensed Software and/or you must terminate the order process immediately.

B4. In consideration for the payment of the one-time fee (a perpetual licence) for this Licensed Software product and subject always to your timely compliance with this Agreement, you (Licensee), receive from The Foundry Types Ltd (Licensor), a non-exclusive, non-sublicensable, non-transferable licence to use the Licensed Software subject to the terms and conditions of this agreement including, without limitation, any restrictions set out in C, below. You are prohibited from distributing, transmitting, leasing, loaning, selling or sub-licensing, in whole or in part, the Font Software, to any third party (which includes a subsidiary, affiliate, franchisee, assignee, customer or agent).

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**Desktop**  
End User Licence Agreement (EULA) V1.0

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**C – Desktop End User Licence**

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C1. Upon full payment of the required licence fee this Licensed Software product may be used on the number of desktop workstations (being a device used by an Individual to run scripts and to which data is inputted and outputted and shall not include a server, subject to prior agreement as set out in C8) authorised by The Foundry Types Ltd, only within the registered organisation; and may not in any way be renamed, modified, reimaged, reverse engineered, reformatted or decompiled for any purpose other than as permitted herein, or as permitted by law.

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C8. You are permitted to upload bitmapped images and graphics such as a PNG, JPEG, GIF or TIFF created using the Licensed Software to your website, but you cannot embed the Licensed Software in a website, app (mobile or otherwise) or device with this licence set out in this Agreement.

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**C – Desktop End User Licence**  
(continued)

C9. You may install the Licensed Software on your internal server provided that you purchase a licence to cover the amount of employees or users accessing the font in your company or doesn't exceed the number on your licensed receipt.

C10. Specific licensing may be available on request and upon written approval of The Foundry Types Ltd, subject to the embedding method and on payment of the required specific licence fee.

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D4. If you hire an external, 3rd party designer (including freelancers) or design studios to create a project for you, you are not permitted to share the Licensed Software to the same except in non-embedded image formats; external, 3rd party designers who need to make edits using the Licensed Software must license the Font Software separately.

D5. The Use by you of The Foundry Types Ltd Licensed Software (or part thereof) without a licence or adequate licensing will, without prejudice to any other rights or remedies available to The Foundry Types Ltd in law, require a license to be paid for the usage of the Licensed Software retroactively. Where this is the case The Foundry Types Ltd reserves the right to charge you, on a full indemnity basis, for management time, expenses, legal work undertaken and damages, lost profits and loss of earnings.

**No imitations**

D6. You are strictly forbidden to auto trace, redraw and recreate The Foundry Types Ltd Licensed Software and any output data, images, glyphs of the same, in part or in full. Where this is the case The Foundry Types Ltd reserves the right to charge you, on a full indemnity basis, as it sees fit for time, expenses, management time, legal work undertaken and damages, lost profits or loss of earnings. The reproduction of The Foundry Types assets, the creation of mock ups and imitations or holding yourself out as The Foundry Types is against all copyright laws, trademarks and violates The Foundry Types integrity. To do so will cause material and irrevocable damage.

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**D – Software Licence restrictions**  
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**No Modifications**

D7. If you want to modify or create a new glyph, “swap” alternates or move characters to different Unicode or keystroke positions, it is subject to The Foundry Types Ltd’s permission, and any design work to the Licensed Software must be designed and created only by The Foundry Types Ltd. You are not permitted to either yourself, or via a third party, modify the Licensed Software without the prior written consent of The Foundry Types Ltd. Any violation of this provision will render you liable, on a full indemnity basis, for damages calculated on the basis of The Foundry Types’ highest charges for font software development and modification, damages, infringement and the license for the use.

**Embedding**

D8. This License does not permit you use or embed the Font Software on the web (except for C.7), or in any documents that allow sub-setting (completely or partially) as live text editing or altering, Mobile App products, ePub/eReader devices or Apps, Games for Mobiles or consoles, embedded applications, or in any dynamically updated, procedurally generated, or other applications and that the font data is never accessible to others. Including without limitation those wherein a human operator does not conduct the final output of the work such as Document Composition and Automation Systems.

D9. This licence does not permit you to use the Licensed Software and outputs from the same, on a broadcast/TV channel; if you want to use the Licensed Software for broadcasting, Web, App, Games or Servers please contact us.

**Security**

D10. You are required to implement reasonable security precautions, protocols and protective measures to prevent the unauthorized use, distribution, duplication, transmission or dissemination of the Licensed Software.

**Uploading to Repositories**

D11. You must not commit the Licensed Software files to any public GIT repositories, even to make available to licensed users. Any such act would constitute an unlicensed distribution (making the Licensed Software and outputs, including glyphs that are protected as artistic works, available to unlicensed users) of our Font which is strictly not permitted. Any unauthorised distribution via such repositories shall constitute a material breach of our licence terms. We expressly omit the permission of uploading font files to data repositories, community forums and networks. Uploading to GIT repositories is strictly forbidden, even for storage purposes.

**Political Use**

D12. The Licensed Software shall not be used for, or in relation to, political messaging or by political parties, political organisations, lobbying organisations, or activists, without the prior written consent of The Foundry Types Ltd.

**Alphabet Products**

D13. The Licensed Software is not permitted to be used in the production of prefabricated alphabet or letterform products including products that reproduce or display font glyphs as aesthetic objects, but not limited to: stencil products, adhesive alphabet stickers, dry transfer lettering, t-shirts, merchandise and novelty ampersands. If you would like to make such products, please contact us.

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**E – Ownership** E1. The Licensed Software belongs to The Foundry Types Ltd at all times and is the intellectual property of the owners at The Foundry Types Ltd.

**F – Termination** F1. The Foundry Types Ltd reserves the right to immediately terminate this licence on notice upon breach of any of the above conditions or you become, in the reasonable opinion of The Foundry Types Ltd, unable to pay your debts (to it, or any third party) including either as a result becoming insolvent or making arrangements with administrators. In the event of termination, you must immediately irretrievably delete the Licensed Software from all systems and either return all copies of this product to The Foundry Types Ltd or, with The Foundry Types Ltd prior consent, provide The Foundry Types Ltd with a certificate of destruction of all copies.

F2. The Foundry Types Ltd will revoke the Agreement without refund or compensation where the Font data and The Foundry Types Ltd integrity is compromised and damaged. After the termination of the Agreement, you must destroy all data and copies, (including all backup or archived copies on external storage devices, USB drives or uploaded to Git repositories).

**G – Term** G1. This Agreement is a perpetual licence and is effective forever, except if terminated in accordance with its terms.

**H – Warranty and Liability** H1. The Foundry Types Ltd (Licensor) warrants that the Font Software will perform materially in accordance with its stated specifications and that the media will be free from defects in material and workmanship. This warranty is for a period of thirty (30) days from date of purchase, during which time defective data will be replaced at no charge. Any remedy under this warranty is limited to return of the original data to The Foundry Types Ltd for replacement and you shall not be entitled to any refund, damage, or otherwise.

H2. This clause H sets out The Foundry Type Ltd's entire liability to you for (a) a breach of this Agreement and (b) any statement, representation, tortious act or omission (including negligence) arising under this Agreement. This includes liability for acts or omissions of our employees, agents, subcontractors or consultants.

H3. Any and all other warranties, conditions or other terms implied by statute or common law are, as far as legally possible, excluded. Other than as set out, The Foundry Types makes no warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

H4. The Foundry Types Ltd shall not be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

H5. The Foundry Type Ltd's liability for all other claims which arise in connection with this Agreement shall be limited to the monies paid by you in the 12 months immediately preceding the date of the event giving rise to the claim. Nothing in this section, or elsewhere in this Agreement, excludes or limits our liability for:

- death or personal injury resulting from negligence; or

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**H – Warranty and Liability**  
(continued)

• any damage or liability you incur as a result of fraud or fraudulent misrepresentation by The Foundry Types Ltd.

**I – Miscellaneous**

I1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim on, or in relation to, this Agreement and any dispute between the parties (where not prevented by law). This Agreement constitutes the entire agreement between The Foundry Types Ltd and you and supersedes any prior discussions or negotiations, whether verbal or in writing. No amendment, modification, or waiver will be valid or enforceable unless materialised in an agreement signed by both parties. If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. The Foundry Types Ltd's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later. The numberings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.

I2. The Foundry Types Ltd will not be liable for a delay or failure to perform its obligations if the delay or failure results from circumstances beyond its reasonable control. This includes (but is not limited to) acts of God, flood, pandemic, fire, accident or impossibility of obtaining materials.

I3. You may not assign, charge, sub-contract, sub-license (unless expressly permitted to do so in this Agreement) or otherwise dispose of any of its rights or obligations under this Agreement without The Foundry Types Ltd's prior written consent.

I4. If any provisions of this Agreement are held to be invalid, illegal or unenforceable, then such provision(s) shall be severed from it and the validity, legality and enforceability of its remaining provisions shall not be affected or impaired.

I5. Waiver of any right(s) at any time shall not constitute waiver of any right(s) at any future time.

**Thank You**

Thank you for taking the time to read this Licence carefully to be sure you understand the terms and conditions in relation to your purchase. If you have any doubts or questions big or small about its terms and conditions, please contact us at info@thefoundrytypes.com

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