

September 2020

The Foundry Types

info@thefoundrytypes.com
www.thefoundrytypes.com

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.

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) (“Web Licensed Software”, “Web Fonts”, “Fonts”, “Font Data” or “Typefaces”).

B – Important notice to users

B1. The right to use this The Foundry Types Ltd Web Licensed Software product is granted only on the condition that the customer agrees to the terms and conditions in this Web 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 Web 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 Web Licensed Software and/or you must terminate the order process immediately.

B4. In consideration for the payment of the fees for this Web 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 Web 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).

B5. Upon the The Foundry Types Ltd’s receipt of full payment of the required license fee you will become a Licensed User. You do not own the Web Licensed Software, including any glyph or glyphs generated by the Web Licensed Software, or any other electronic data comprised in the Web Licensed Software. You are permitted to use the Web Licensed Software. Purchased Fonts will remain, in whole, copyright to The Foundry Types Ltd at all times.

B6. The Foundry Types Ltd is and shall remain the sole owner of all Intellectual Property Rights in the Web Licensed Software and any typographic elements generated by the same. You hereby acknowledge that the Web Licensed Software, and all elements thereof, are protected under the Copyright, Designs and Patents Act 1988 and equivalent international and national laws and treaties including as literary and artistic works, as the context requires. This title and ownership extends to copies of the data installed on any computer, downloaded to any output device, or retained on other media by you as a backup. The purchase of this licence does not transfer any right, title, or interest in this Font Software (or element thereof) to you, except as specifically set forth in this Agreement.

Web

End User Licence Agreement (EULA) V1.0

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C – Web End User Licence**Payment**

C1. Upon receiving full payment of the required licence fee and agreeing to the terms and conditions of The Foundry Types Web Licence, We permit you to use the Web Font Data to render and display website content by implementing CSS @font-face method only. You must own or be granted permission to the Web Domain and its development which entitles you to use the Font Software in relation to that domain.

Sales limit

C2. Your Web Licence permits you to self-host on a single domain only, (including subdomains e.g. subdomains of www.exampledomain.com, would include mail.exampledomain.com), where you self-host the fonts on your server or a third party server as agreed according to our terms. To use the Web Font Data to cover more domains, a separate Web Licence Software is required.

Term – Perpetual

C3. There is no expiry to this Web Licence Agreement or its terms and conditions, You are permitted to use the Fonts in perpetuity with no additional licensing costs.

Copies

C4. You are permitted to make a duplicate copy of this Web Licensed Software product only for initial archive purposes, program error verification or to replace defective media, and all such copies made must bear the copyright notices contained in the original with no modifications.

Font Formats

C5. The Foundry Types Ltd Licensed Web Font(s) are made available in the following standard file formats: .WOFF and .WOFF2. The Web Font Data must not be installed onto desktop workstations. We do not support .EOT, .SVG and .TTF, but if you wish to use these formats they are available on request at our discretion. You are strictly forbidden to make your own Web Font Software, or any derivative web font legacy formats.

Usage

C6. The usage is permitted up to the limit of the Web Licence that you have purchased in relation to the total number of website page views per month and domain (including subdomains) as stated per your receipt. We strongly recommend that you use a widely accepted tracking service (e.g. Google Analytics tools) to record and measure your unique page per view usage prior and after purchase of the Font Licence. If you exceed the page views permitted, you agree, on demand, to purchase an additional licence that would include the required page view use. The Foundry Types does NOT offer 'top up licences'. An entirely new licence would be required, and you agree to purchase the same, for the appropriate page view figures.

C7. The Web Licenced Software is only permitted for rendering of live text on a website by implementing CSS @font-face method only. Creating bitmap or vector images (in .JPEG, .PNG, .GIFs) and such like formats from the supplied Font Data, is strictly forbidden. A Desktop Licence must be purchased to produce static images for the web.

C8. You are permitted to print pages of the website using the Web Fonts. However, providing the capability for a remote user to edit live text composition using the Font Data is strictly forbidden (e.g. a personalised invitation service with a customizable text feature for a greeting

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C – Web End User Licence
(continued)

card, merchandise or products). Uploading the Web Font Data to be accessed for live on-the-fly editing is strictly forbidden. To embed the Font Data you will need an App & ePub Licence.

Security

C9. You must agree and undertake all responsibility to implement reasonable security precautions, protocols and protective measures to ensure the Web Font Data security against unlicensed use of or access to the Font and Software, including hot-linking, crosslinking, re-serving or redirecting and downloading and that allows access to and the use of the Font or Software by any person or to any third party which is not licensed by The Foundry Types Ltd.

Licensing

C10. If you are using the Font Software in relation to the creation of a third party website you or the third party must enter into appropriate Licence agreements with The Foundry Types Ltd.

D – Web Software Licence
restrictions

Audit

D1. The Foundry Types Ltd reserves the right to request and you hereby agree to provide a detailed account of your page view counts. You must ensure that page views are recorded by an appropriate method such as mentioned in C3. From time to time we may carry out our own audit to determine the correct amount of unique visitors. Any inaccurate calculations on your part may be seen as a breach of Licence and will be billed accordingly.

No Modifications

D2. This Licence does not permit you to decompile, modify, adapt, translate, reformat, reverse engineer, disassemble, alter or investigate its contents to uncover the computer code of the Web Fonts or the design structure contained therein.

D3. You are strictly forbidden to create any derivative typeface or font, copy outlines or vectors, or the conversion, modification, customisation, adaptation of any Font Software.

D4. Renaming the Font Data is strictly Forbidden in all cases and variations. If you require a name modification please put this in writing to us at info@thefoundrytypes.com.

Usage – No Embedding

D5. The embedding or inclusion of The Foundry Types Ltd Web Fonts, or the designs forming the Web Fonts, in software including PDF and EPUB formats, hardware, digital documents, apps, applications, games, devices, mobiles including iOS, Windows Mobile or Android applications and the like or in any other form is strictly forbidden. If you require a licence that permits embedding, please contact us at info@thefoundrytypes.com.

Non-transferable

D6. This Web Licence is non-transferrable. If you no longer use the Font Software, or the domain is offline, or the fonts are no longer required, you are strictly forbidden to use or pass the Font Software to another client, individual or business domain. You are not permitted to distribute, share, lend, rent, gift, or sell the Fonts to any third party. All Font Software and Data is non-transferable and belongs to The Foundry Types at all times unless stated.

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D – Web Software Licence restrictions (continued)

Third Party Web Font Services

D7. The hosting or serving of the Web Fonts by any third-party service, such as e.g. TypeKit, is strictly forbidden.

D8. The use of the Licensed Web Font(s) with web font technologies other than @Font-Face, such as (by way of example, not limitation), sIFR, Cufon or Typeface.js is not permitted.

Uploading to Repositories

D9. You must not commit the Web 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 Web 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. Uploading to Cloud based services is also expressly and strictly forbidden.

Political Use

D10. The Web 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.

E – Ownership

E1. The Web 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 Web 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 Web Licence Agreement is effective until terminated. The Foundry Types Ltd has the right to terminate the Web Licence Agreement immediately if you fail to comply with any terms and conditions in this Agreement. In addition to any infringement we have the right to claim any compensation for any infringement case against us or damages by using our Font Data illegally. Once you stop using the Web Licence Software you will terminate or cancel your Web Licence Agreement. You will remove, destroy, the original and all back up archived copies of the Font Software.

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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
- 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.

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I – Miscellaneous
(continued)

13. 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.

14. 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.

15. 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

We are very appreciative for supporting our business with the purchase of the appropriate license and we hope you enjoy using our font software. We are always happy to see great work using our typeface designs, so if you want to share your work with us, feel free to do so.