

CoType Foundry End User Licence Agreement (“EULA”) becomes a binding contract between you (the Licensee), and CoType Foundry when you commence a download of the Licensed WebFont, or if you acquire Font Software on a permanent medium, when you open the package in which the software is contained. If you do not wish to be bound by the EULA, do not purchase, access, download and/or install or otherwise use the Font Software.

Please read all of the EULA before agreeing to be bound by its terms and conditions. CoType Foundry operates exclusively on a B2B basis, it does not contract directly to the general public. It does not deal with consumer sales and/or licensing. By continuing you are confirming that you are not a consumer for the purposes of the Consumer Credit, Consumer Rights, and Sale of Goods legislation and that you are in business and placing an order for the purpose of that business and not for personal use.

You hereby agree to the following:

1. Grant Of License

Subject to receipt of all fees payable under this Agreement, CoType Foundry hereby grants to you a non-exclusive, non-transferrable, non-sub licensable licence to use the Licensed WebFont(s) on the web, for styling HTML web pages, using CSS @font-face. You may use one Licensed WebFont on one domain name (URL) only. You cannot link the WebFont files across multiple domains. (Workplace intranets are restricted to these same conditions.) The Licensed WebFont(s) may be used on any web site owned/controlled by you. Should any additional or uses not permitted under this license be desired, contact CoType Foundry to request the appropriate license upgrade.

Notwithstanding the non transferrable and non sublicensable nature of the licence granted above, you may provide the Licensed WebFont to a single developer for the sole purpose of incorporating the Licensed WebFont within the site to be hosted at the single domain name referred to herein, and uploading the Licensed WebFont to the server to host the same. No other use by any third party is permitted, and you remain at all times responsible for the acts and omissions of the third party who you provide the Licensed WebFont to.

2. WebFont Formats

CoType Foundry Licensed WebFont(s) are made available in the following file formats: WOFF2, WOFF, and are generated from the latest version of the desktop font. You are responsible for hosting the files and referring to them with code that you administer. CoType Foundry simply provides the files "as is," and is not responsible for tech and/or design support.

You MAY only put online and/or link to the WOFF file formats provided by CoType Foundry. You MAY NOT put online and/or link to any other file format, including, but not limited to, TrueType or OpenType.

Use of the Licensed WebFont(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.

3. Pricing

CoType Foundry Licensed WebFont(s) are available for a one-time fee, based on average monthly page views based on a six-month traffic estimate. A WebFont License is based on one domain.

“Monthly Page Views” shall mean the number of uniquely identifiable users visiting your website monthly.

3. Pricing (continued)

You are requested to record and control the number of Monthly Page Views by using an analytics tool generally recognised to be able to properly document the number of unique visitors to a website. If the you exceed your monthly page views limit at any point you are required to buy additional licenses. CoType Foundry reserves the right to access and audit your records to prove the amount of unique visitors per month is below the maximum limit of allowed visitors that you have purchased licenses for.

If, following an audit, it is found that the amount of unique visitors is above the maximum limit of allowed visitors that you have purchased licenses for, then CoType Foundry reserves the right to charge you the shortfall between what was been paid and what is owed. For example, if you paid £240 for the month, but it is found that there have been 11,000 Monthly Page Views, you will be required to pay an additional £480 (totalling £720).

4. Availability

The Licensed WebFont(s) may not be sold, re-sold sub-licensed or otherwise made available, irrespective of the technology or methods used, to any 3rd party or by any Licensed WebFont provision service irrespective of whether for payment, in trade or without charge.

5. Intellectual Property Rights

CoType Foundry is and shall remain the owner of all intellectual property rights in the Licensed WebFont(s) and you hereby acknowledge that the Licensed WebFont(s) are protected under the Copyright, Designs and Patents Act 1988 and equivalent international and national laws and treaties.

6. Copy Restrictions

Unauthorised copying, alteration or modification of this product (CoType Foundry) Licensed WebFont(s)) is expressly forbidden. You are permitted to make archival copies of the Licensed WebFont(s) for your own purposes. You must also not disassemble, decompile, reverse engineer or create derivatives based on the whole or part of the Licensed WebFont(s) other than as permitted by law for the purpose of the Licensed WebFont(s) to achieve inter-operability with another software program. You shall not distribute the Licensed WebFont(s) to people outside of your organisation. The Licensed WebFont(s) may be embedded into websites using the CSS @font-face technique. The Licensed WebFont(s) may not be embedded into any other format or in any other way under this license.

7. Warranties

CoType Foundry warrants that the Licensed Web Font(s) licensed under this Agreement will perform substantially in accordance with the W3C specifications set forth at <http://www.w3.org>. This warranty will be effective for 25 days after the date this License issues. All warranty claims must be made within the 25-day period and must be verified.

This warranty shall only apply as long as:

- the failure of the Licensed WebFont(s) is not a result of any modification of the Licensed WebFont(s) other than made by or on behalf of CoType Foundry;
- any attempt to rectify the failure has been made by or on your behalf has not been made;
- the failure is not attributable to causes external to the Licensed WebFont(s); or
- the Licensed WebFonts(s) have not been used outside of the parameters granted.

8. Limitation of Liability

This clause sets out CoType Foundry'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.

8. Limitation of Liability (continued)

This includes CoType Foundry's liability for acts or omissions of our employees, agents, subcontractors or consultants.

Any and all other warranties, conditions or other terms implied by statute or common law are, as far as legally possible, excluded. CoType Foundry 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.

CoType Foundry'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 CoType Foundry's 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 CoType Foundry.

9. Termination

Without prejudice to any other rights or remedies which it may have, CoType Foundry may terminate this Agreement without liability to you immediately on giving written notice to you if:

- you commit any remediable material breach of its obligations under this Agreement which is not remedied within 30 days (or where the breach is in relation to a failure to pay any amount due, 7 days) after the service of written notice specifying the breach and requiring it to be remedied; or
- you commit any non-remediable material breach; or
- you become, in the reasonable opinion of CoType Foundry, unable to pay your debts.

10. On termination of this Agreement for any reason:

- you shall immediately and irretrievably delete the Licensed Web Font(s) (including your archival copies) from your systems; and
- any licence granted shall immediately terminate.

11. General

You agree to inform your employees or any other person having access to the CoType Foundry Licensed Webfonts and copies thereof, of the terms and conditions of this Agreement and to ensure that they shall strictly abide by these terms and conditions. You agree not to sublicense, sell, lease or otherwise transfer the electronic data without the prior written consent of CoType Foundry.

12. Events Beyond Reasonable Control

CoType Foundry 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, fire, accident or impossibility of obtaining materials.

13. Assignment

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 CoType Foundry's prior written consent.

14. Severability

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

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

16. Summary

Any breach of the terms and conditions of this agreement terminates your license to use the Licensed WebFont(s). After any termination of the Agreement you must destroy any copies of the fonts, including your archival copies.

17. Proper Law

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.

Any and all rights not expressly granted in this Agreement are reserved to CoType Foundry.

If you have any questions concerning this Agreement or any matters regarding our products, please email: info@cotypefoundry.com