# END USER LICENSE AGREEMENT FOR WEBFONTS

By downloading Typejockeys font software or opening the packaging containing the font files you agree to the following terms:

## 1. License and Usage Rights

- 1.1. Typejockeys grant you a non-exclusive right to use the font software for your own personal or business purposes according to this Agreement. You (End User) have not purchased the ownership right to this font software, but rather a license to use it on a limited basis.
- 1.2. The font software is licensed for installations that allow the design of your websites which have based on a period of six consecutive calendar months not more than the overall monthly pageviews stated on your invoice for the purchase of the font software. If no number of pageviews is given on your invoice, the licensed number of pageviews is 500,000 per month. If your Websites averages (based on a period of six consecutive calendar months) at any given time in the future more than the licensed number of pageviews per month, you must purchase an extended license from Typejockeys or its authorized distributors.
- **1.3.** You may install the font software on a web server together with your website in order to enable a web browser to render the typeface.
- 1.4. This agreement defines "your website" as a connected group of related web pages that are managed by you, and which are organized under a particular domain name, including sub-domains. Web pages whose content is managed by other persons are deemed to be not part of your website.
- 1.5. "Pageview" is each request to load a single page of each your website. Pageviews must be recorded by a commonly accepted or recognized performance tracking system such as Google Analytics. Typejockeys reserves the right to request written copies of your average pageview reporting statistics.

- **1.6.** You must ensure, by applying reasonable state-of-the-art measures, that other websites cannot access the font software for display (e.g. by preventing hotlinking and blocking direct access to the font software via .htaccess or other web server configurations).
- 1.7. Embedding of the font software into electronic documents or internet pages is only permitted under the absolute assurance that a third party cannot use the font software to edit or create a new document (Read Only). It must be ensured that the font software cannot be fully or partially extracted from said documents. For any further embedding of the font software an extended license must be purchased.
- 1.8. You must not use the font software for other services that are rendering the fonts e.g. prepress. If you wish to use the font software for such purposes, you must obtain a seperate print font license. An extended license is required to use Typejockeys typefaces in logo design, with or in electronic books or games, sales products, retail packaging, signage systems or alphabet products such as adhesive or rub-on lettering.
- **1.9.** You may make back-up copies of the font software for archival purposes only, provided that you retain exclusive custody and control over such copies.
- **1.10.** You must not rent, lease, sublicense, distribute, disseminate, give away or lend the font software to third parties.
- **1.11.** You may permanently transfer the fonts provided that the recipient accepts the terms of this Agreement, that you trash all your copies of the font software, and that you notify Typejockeys of the transfer.
- 1.12. You may modify typesetting produced by the font software in any way you see fit, but only for your own personal or internal business use, but you may not distribute, or transfer your adaptations without written permission from Typejockeys. This means (A) you may not make a customized version of the font for use by your

# Typejockeys

# END USER LICENSE AGREEMENT FOR WEBFONTS

clients, and (B) you may not adapt, or merge the fonts to create hybrid fonts for resale. Any modification remains bound to the original copyright terms. You must not convert the font software into a printable font such as a TrueType-, Post-Script- or OpenType font.

**1.13.** You are responsible for securing the software and making sure that unlicensed copies do not leave your possession.

### 2. Copyright

- **2.1.** The font software and documentation is protected under the laws of the Austrian and other international treaty provisions. Typejockeys reserves all copyrights, trademarks and any other form of international property rights in and to the font software.
- **2.2.** You agree to credit Typejockeys as the trademark and copyright owner of the font software and list the font names, wherever and whenever design, production, or any other credits are shown.
- **2.3.** This agreement will be governed by the laws in force in Austria.

### 3. Warranty and Liabilities

- **3.1.** Typejockeys warrants that the font software will perform substantially in accordance with the documentation for the forty-nine (49) day period following your receipt of the software. To make a warranty claim, you must return the font software to the location from which you obtained it along with a copy of the sales receipt within such forty-nine (49) day period. The distributor will choose to either replace demonstrably defective fonts or reimburse the license fee.
- **3.2.** Neither warranty nor technical support apply to any font software converted or modified by the user.
- **3.3.** Typejockeys shall in no event be liable to the licensed user or any other third party for any direct, indirect, consequential, or incidental damages. Under no circumstances shall Typejockeys' liability exceed the replacement cost of the software.
- **3.4.** Typejockeys has the right terminate your license immediately if you fail to comply with any term of this agreement. Upon termination, you must destroy the original and any copies of the font software and documentation.
- **3.5.** You are aware that software is never completely error-free and that the font software may therefore contain errors which can affect functionality and operation.

Thank you for purchasing Typejockeys font software. Have fun and make great websites!

© Typejockeys 2014 www.typejockeys.com