

Desktop
End-User License Agreement (EULA)
Last Updated: June 2024

1. Introduction

This End-User License Agreement ("EULA") is a legal agreement between you ("User" or "you") and TYPE 01 Ltd, trading as Type Department ("we," "our," or "us"). By downloading and installing font software and / or graphic pack hosted, sold, or owned by Type Department, you agree to be legally bound by the terms of this EULA under the jurisdiction of the courts of England and Wales.

2. License Grant

Type Department grants you a non-exclusive, non-transferable, and revocable license to use the purchased font software under the terms outlined in this EULA. This license also grants both the user, Type Department and the respective creator ("Seller") with the right to reshare works created with the font software in perpetuity, worldwide, provided that:

- The font software itself is not redistributed by the user.
- Proper attribution and credit is given to all parties where applicable.
- The use adheres to the guidelines outlined in Section 8: Permitted Installations and Uses.

By purchasing and using the font software, you acknowledge and agree that these permissions comply with the German Copyright Act (Urheberrechtsgesetz, UrhG), providing both the creator and Type Department with explicit permission to the reshare work that utilises the font licensed under these terms in perpetuity, worldwide provided that full credits are given to the user.

3. Acknowledgment

By purchasing and installing font software from Type Department, you acknowledge that you have fully read and understood all terms within this agreement. This EULA supersedes any other agreement, oral or written, between Type Department and the licensee. Any variations to this agreement must be authorised in writing by the Director of TYPE 01 Ltd.

4. Intellectual Property Ownership

The typeface and font software remain the intellectual property of their respective creator. Purchasing a license does not transfer ownership to you; it grants you the right to use the software.

5. License Types

5.1 Individual Licenses

- Allows up to three (3) users to install the font(s) on their devices.

5.2 Business Licenses

- Applies to a single organisation/entity with registered offices at the number of locations selected at the checkout, with no limit on the number of Users within the number of locations selected also. For use across multiple locations within the same company, an enterprise license is required. Please contact us for a quote if you require this license

coverage.

- Covers one company (e.g., Ltd, GmbH, PTY, PLC, Corp., LLC, S.A., etc.). For use by a group of companies under a holding company, an enterprise license is required. Please contact us for a quote if you require this license coverage.

6. Virus Disclaimer

All font software hosted on Type Department is tested for viruses. However, Type Department is not responsible for any damage caused to your hardware, software, or loss of income resulting from the installation of the font software. All software is installed at your own risk.

7. Permitted Installations and Uses

- This license allows for use in one (1) commercial project and unlimited personal projects.
- This license allows you to create digital images including posters, banners, social media posts, and gifs. Approved formats include JPEG, PNG, EPS, GIF, MP4 all of which can be uploaded and hosted on the listed social media platforms within this agreement, unlimited URL web pages / sites and used for digital ads with no restrictions on number of impressions, engagements, views or clicks.
- This license grants you with the right to create printed documents, books, reviews, newspapers, posters, flyers, and more generally, as part of any literary and media publishing activity.
- This license grants you the right to upload digital and moving image files utilising the font software and / or graphic pack to social media platforms such as, but not limited LinkedIn, Discord, Slack, Vimeo, Facebook, VK, Tiktok, Instagram and Twitter.
- A copy of the font software and / or graphic pack may be sent as part of a file release to a pre-press bureau or printer if necessary. The fonts and / or graphic pack may also be embedded into files of the Portable Document Format (PDF), PostScript (PS), and Encapsulated PostScript (EPS) types.
- This license grants you with the right to utilise the font software and / or graphic pack licensed under this agreement as part of a design for a product sold for financial gain that does not exceed 1,000 units. Examples include but are not limited to prints, pins, t-shirt designs, beauty products, fashion items, games etc. If you require an extension, please contact us for a quote.

8. Third Party Usages

Third Party / Third Parties refers to any individual or entity including but not limited to, any franchisee, employee, client, subcontractor, supplier or independent professional.

This EULA grants you with the ability to provide a temporary License to third parties for a period of time agreed upon between them for the purpose of a design project. Once the services have been completed, and the project terminated, any font files shared with any Third Party / Third Parties shall be removed from all work stations and servers owned by the Third Party / Third Parties unless a proper font license has been purchased by the Third Party / Third Parties.

You have the responsibility to make sure that the font software is correctly removed from all third party devices stored throughout the project or task that required the font software once the services have been provided.

9. Restrictions

- You may not adapt, modify, create additional versions/styles, or rename the font software and / or graphic pack.
- Opening the font software in editing software to reveal its structure, organisation, or code is prohibited.
- This license does not permit broadcasting usages where the font and / or graphic pack is used in public-facing media including YouTube, Twitch, TV broadcasting, movie streaming platforms such as, but not limited to Netflix, Disney+, Amazon Prime, cinema, cinema advertising, custom streaming and music streaming platforms including, but not limited to Spotify, Apple Music, Amazon Music, public and or / streamed music events. Additional restrictions include album covers and public digital signage screens.
- This license does not permit the creation of logo / marks / graphics that represents a brand, company, organisation or initiative. It's also explicitly prohibited to trademark the logo / mark in all countries worldwide.
- Converting font formats and / or graphic packs for internet use, and embedding within websites is strictly prohibited.
- Converting font formats and / or graphic packs for application use, and embedding within applications (desktop & mobile), dapps, game software, and interfaces is strictly prohibited.
- With the exception of third party usages, licenses are non-transferable. Each party using the software must purchase their own license.
- This license strictly prohibits you using the font software for products sold for financial gain that exceed 1,000 units. If you require an extension, please contact us for a quote.

10. File Format

- Upon purchasing an Desktop License, you will receive the font file in OTF and / or TTF format, and / or graphic pack as PNG, PDF and Vector (SVG & AI).

11. Protection and Credits

- Licensees must protect the font software and / or graphic pack from unauthorised redistribution.
- You agree to credit the font creator and / or graphic pack creator where appropriate.
- Upon purchasing a license from Type Department, you grant Type Department with the right add your company's logo to the website in perpetuity under the 'Trust by creatives at' section on either the About page or Homepage. If you do not want to adhere to this term, please contact our team to request its removal.

12. Termination

- Breaching any terms of this EULA will result in termination of the license. You must then return or destroy the font software and / or graphic pack digital files and certify that no copies remain in your possession.

- Unlicensed use of the font software and / or graphic pack digital files is a major breach. You must retrospectively purchase the appropriate license within seven (7) working days and provide any required information.
- Type Department reserves the right to charge for time, expenses, and legal work related to unauthorised use.

13. VAT (Value Added Tax)

- TYPE 01 Ltd is a VAT-registered company. VAT will be charged according to prevailing rates based on your location. VAT charges apply based on local laws and thresholds for transactions.

For any concerns or questions about this EULA, please contact us at typedepartment@type-01.com.