



This End User Licence Agreement (EULA) constitutes a legal agreement between TYPE-Ø-TONES and the licensee of the fonts (hereinafter the “licensee”), consisting of the General Conditions of Licence applicable to all the types of licence and the Special Conditions of Licence applicable to the licence chosen by the licensee. Before you can use the fonts, you should carefully read this agreement and accept all the conditions set out below. When you purchase the licence, you agree to become a licensee under this licence agreement and acknowledge your obligation to comply with all its conditions. If you do not wish to comply with all the conditions, please click the “CANCEL” button to discontinue the purchase of the fonts.

By clicking the “ACCEPT” button TYPE-Ø-TONES grants the licensee a nonexclusive, limited and non-transferable licence authorising them to use the fonts in accordance with the terms of this licence agreement.

The Special Conditions for each type of licence as selected by the licensee are set out below, to which the General Conditions given at the end of this text will also apply:

GENERAL CONDITIONS OF THE LICENCE

1. Licence to fonts

- 1.1. These General Conditions apply to all the types of licence identified in the Special Conditions of Licence.
- 1.2. By purchasing the licence the licensee only acquires the right to use the fonts under the conditions stipulated in each case.
- 1.3. This right of use is conditional upon acceptance by the licensee of the terms specified in this EULA.
- 1.4. Expressly excluded from this EULA and requiring a specific licence is the use of the fonts in:
 - a. Television broadcasting, movies and any public or private communication as regulated in Section 20 of Royal Decree 1/1996, of 12 April, enacting the consolidated text of the Intellectual Property Act.
 - b. The hardware of original equipment manufacturers (OEM).

2. Right of use

- 2.1. The licensee is authorised to use the fonts according to the services described in the Special Conditions of Licence. If the licensee wishes to expand or modify such services, they must purchase a new licence or amend the existing one.

3. Conditions of use of the fonts

- 3.1. You can only use the fonts for which you have a licence for use. Thus if the licensee uses the fonts to create works for a third party, the latter can only use them if they purchase a licence for their use.
- 3.2. The licensee is not authorised to include fonts in documents for public distribution or viewing without the prior written consent of TYPE-Ø-TONES except as expressly provided in the Special Conditions of Licence.
- 3.3. The licensee may electronically distribute fonts embedded in documents which are for personal or internal company use, provided that the embedding in the document (a) is done in a static graphic image (e.g. a .gif image) or in an attached document, and (b) it is distributed in a secure format that only allows viewing and printing of the static graphic image or attachment with no possibilities for editing, alteration or modification. Distributions other than for personal or internal use shall be governed by the Special Conditions of Licence.
- 3.4. Embedding the fonts in commercial products without the prior authorisation and licence of TYPE-Ø-TONES and in compliance with the Special Conditions of Licence is strictly forbidden.
- 3.5. The licensee is not authorised to convert, alter or modify some or all of the fonts or to create derivative fonts or typefaces with them.

4. Intellectual property rights

- 4.1. The licensee purchases a nonexclusive, non-transferable licence for the fonts listed in their user account or invoice only for their personal or internal company use with the specificities and exceptions provided for in the Special Conditions of Licence.
- 4.2. The licensee has no rights to the fonts other than those expressly stated in this Agreement and the Special Conditions of Licence applicable to it and agrees that TYPE-Ø-TONES is the owner of all rights to the fonts and, where applicable, to the software that enables them, including to programming, structure and coding.
- 4.3. The fonts constitute valuable confidential information and are protected by copyright and subject to the laws of the European Union, international treaties and the applicable laws of the country in which they are to be used.
- 4.4. All the elements of the fonts, including where applicable the software that enables them, are owned by TYPE-Ø-TONES and hence any use of them when not expressly authorised by this EULA constitutes breach of copyright.
- 4.5. Selling, renting, transferring and/or distributing the fonts purchased to third parties free of charge is prohibited as is sharing and/or copying the fonts.
- 4.6. Modifying the fonts and using the resulting product for commercial purposes is absolutely forbidden.
- 4.7. Sale restrictions: this licence specifically excludes the use of the fonts to create products derived from the alphabet, such as house numbers, sets of stamps, adhesive letters, transferable letters or decals, stencil templates or other methods for the manufacture of such products. Any of the uses mentioned in this paragraph shall require a separate licence.

5. Limitation of liability

- 5.1 TYPE-Ø-TONES warrants that the fonts can be enabled according to the specifications published on its website. If the licensee has a problem with the medium that enables them (app, EPUB, server, website or desktop) they should contact TYPE-Ø-TONES, who within at most 90 days will replace the medium which enabled the fonts by another one which is operational.
- 5.2 Purchase of the licence to use the fonts does not give the licensee any explicit or implicit warranties, including but not limited to implied warranties of satisfaction or fitness for a particular purpose. The licensee acknowledges they are liable for all damages, costs and expenses they sustain or incur arising from or related to the use of the fonts.
- 5.3 TYPE-Ø-TONES disclaims and rejects any liability for any losses, harm, costs or expenses of any kind arising from or related to this EULA, the fonts and, where applicable, their download, installation and use, and expressly disclaims any liability for direct or indirect damages of any kind and due to any reason.

6. Definitions.

- Software or font software means all content downloaded from this website which when installed on the appropriate computer generates a particular font.
- Use or utilisation of the software means when the user is able to give commands (via the keyboard or another device) that are followed by the software.
- The fonts or typefaces are the numbers, letters and symbols which the various media identified in the Special Conditions (app, EPUB, server, website and desktop) support.
- Personal or internal company use documents are those created and used for personal use or for the internal purposes of the company. This does not include the use of the fonts by persons other than household members, company employees or authorised personnel. If any of such persons uses the fonts, the licensee shall be required to inform them of this EULA.
- Commercial product means any electronic document or data file created using the fonts and distributed to the general public and for which the licensee receives consideration in return. By way of example and not limitation, any distributed e-book, magazine or newspaper is a commercial product.
- Multipurpose licenses can be purchased for more than six CPUs. Please contact TYPE-Ø-TONES for pricing and conditions.

SPECIAL CONDITIONS OF LICENCE

SECTION I. EULA FOR DESKTOP

1. Transfer of licence: by this EULA the licensee is granted a non-exclusive, limited and non-transferable licence, subject to the terms and conditions of this Agreement, so that they may install and use the software on the number of computers which are identified in their licensee account or purchase invoice as long as these computers are physically located on the same business premises. If the licensee wishes to increase the number of computers or the location, they must acquire more licences.
2. Use restrictions:
 - a. The computers may be connected to as many output devices as needed (e.g. printers, imagesetters etc.),
 - b. The licensee may under their own responsibility provide a copy of the software to a service company (pre-printing, printing) for the sole purpose of printing files in which the software has been used. The service company is not authorised to use the font software in any other circumstances. The licensee shall inform the service company about the content of this licence agreement. Ultimately the licensee shall be liable for any breach of this agreement by their provider (the service company).
 - c. The licensee may not copy or transfer the software to other media storage devices that are not expressly authorised as specified in paragraph 'a' above.
 - d. Additionally, the fonts licence allows font embedding in PDF files that are not editable (only printable in high resolution) and use on websites as an image (gif, jpg, etc).
3. The fonts may not be made available to the public or altered in order to add features that they did not originally have and they may not be rented, leased, sublicensed or copied. However, a backup of the software that enables them may be made and must be destroyed at the end of this Agreement.

SECTION II. EULA FOR MOBILE APPLICATIONS (APP)

1. Transfer of licence: by this EULA the licensee is granted a non-exclusive, limited and non-transferable licence, subject to the terms and conditions of this Agreement, so that they may:
 - a. Add the fonts to an application (hereinafter, "app" or "apps"):
 - i. In an iOS, Android or Windows Phone application;
 - ii. In a secure way that does not allow the app user to access the software containing the fonts;
 - b. Distribute such app worldwide, provided the software is not shipped, transferred or exported to any country or used in any way that is prohibited by Spanish and/or European export legislation.
2. Use restrictions:

- a. The fonts can be used based on the maximum number of apps indicated in the licensee account or purchase invoice.
 - b. The maximum number of distributions of a different app may not exceed the number specified in the licensee account or purchase invoice. If a maximum number of distributions are not specified, they will be understood as unlimited during the term of this Agreement.
3. Embedding of the fonts is expressly prohibited:
 - a. In apps that make it possible to generate files such as PDFs, text documents, spreadsheets, tagged photos, static images, scalable images, advertisements or other documents or data files, and
 - b. In apps which are server components on a server's architecture.
4. The fonts may only be embedded in an app where they do not represent a substantial component or the primary value or functionality of the APP to which they are added.
5. The software that enables the fonts may not be made available to the public or altered in order to add features that it did not originally have. The software may not be rented, leased, sublicensed or copied. However, a backup of the software that enables the fonts may be made and must be destroyed at the end of this Agreement.

SECTION III. EULA FOR ELECTRONIC PUBLICATIONS (EPUB)

1. Transfer of licence: by this EULA the licensee is granted a non-exclusive and non-transferable licence, subject to the terms and conditions of this Agreement, so that they may:
 - a. Add the fonts to an electronic publication (hereinafter "EPUB" or "EPUBS") in a secure way that does not allow the EPUB user to access the software containing the fonts
 - b. Distribute such EPUBS worldwide, provided the software is not shipped, transferred or exported to any country or used in any way that is prohibited by Spanish and/or European export legislation.
2. Use restrictions: The fonts may be used based on the maximum number of EPUBS indicated in the licensee account or purchase invoice. Each issue of an EPUB will be considered as a separate publication. Nevertheless, variations of the same issue of an EPUB to adapt it to certain regions and formats will not be considered as different EPUBS.
3. The fonts must be embedded in a file format that protects them by encryption or obfuscation. By way of example but not limitation, some of the formats that meet these criteria are PDF, EPUB 2.01, EPUB 3 and KF8.
4. The EPUB must be a non-executable file that can be viewed using eBook reader software or electronic reading devices. The software that enables the fonts may not be installed on the operating system that runs the electronic publication.
5. The fonts may not be made available to the public or altered in order to add features that they did not originally have and they may not be rented, leased, sublicensed or copied. However, a backup of the software that enables the fonts may be made and must be destroyed at the end of this Agreement.

SECTION IV. EULA FOR SERVERS

1. Transfer of licence: by this EULA the licensee is granted a non-exclusive and non-transferable licence, subject to the terms and conditions of this Agreement, so that they may install the software on accessible servers (hereinafter the “Licensed Servers”) for remote users (hereinafter the “server users”) without such users of the Licensed Servers being able to download the font data or use them outside and in all cases for strictly internal use in order to:
 - a. Create or allow server users to create embedded documents that are not commercial products for their own use.
 - b. Distribute such documents to server users
 - c. Grant server users a right of use of the fonts in order to print and/or view the embedded documents.
2. Use restrictions:
 - a. The fonts may be used based on the maximum number of Licensed Servers indicated in the licensee account or purchase invoice.
 - b. The licensee shall ensure that the server user when accessing the licensed server accepts an end user agreement which expressly restricts the right of such server user to use the font to create, modify or edit a document outside the licensed server. Likewise, the aforementioned end user agreement must expressly prohibit the end user from distributing embedded documents.
3. The fonts may not be made available to the public or altered in order to add features that they did not originally have and they may not be rented, leased, sublicensed or copied. However, a backup of the software that enables them may be made and must be destroyed at the end of this Agreement.

SECTION V. EULA FOR WEBFONTS

1. Transfer of licence: by this EULA the licensee is granted a non-exclusive and non-transferable licence, subject to the terms and conditions of this Agreement, so that they may add the fonts to the number of licensed websites (hereinafter the “licensed website(s)”) with the traffic limit set out below and based on the number of licences specified in the licensee account or purchase invoice, whereby one licence shall be equivalent to use of the fonts on one (1) licensed website, and based on the following conditions:
 - a. The Licensee must use the fonts exclusively on the number of licensed websites with the sole purpose of HTML webpage design using @font-face in CSS files.
 - b. Total traffic, meaning ‘the number of monthly visits per page’, of the licensed website(s) may not exceed the ‘number of monthly visits per page’ stated in the licensee account or purchase invoice.

- c. The fonts may only be used on licensed websites “owned by” or “controlled by” the Licensee. In this respect, agencies responsible for multiple clients, such as web designers, advertising agencies or hosting providers, shall use the fonts only for the licensed websites and may not extend the use of such fonts among their customers for other websites.
- 2. Use restrictions:
 - a. The licensee shall ensure that licensed websites do not allow end users to access the fonts contained in the software
 - b. The fonts may not be used in interactive web applications where the end user can select fonts and edit the texts on the licensed website using such fonts.
 - c. The licensed website may not allow the use of the fonts outside the website. Consequently the use of the fonts through this type of licence to produce goods, products, PDF documents, mobile apps, image files, custom physical objects, etc., is prohibited.
 - d. It is forbidden to use the fonts with font technologies other than @font-face, such as sIFR, Cufón or Typeface.js.
- 3. The fonts may not be made available to the public or altered in order to add features that they did not originally have and they may not be rented, leased, sublicensed or copied. However, a backup of the software that enables them may be made and must be destroyed at the end of this Agreement.