

C I N E T Y P E

EULA (End User License Agreement)
V1.0 - August 2020

EULA explained in few words

- Anyone who uses the font must be covered by a License.
- You can use Trial fonts to create mockups and pitch work to a client.
- If you are a student, or in a teaching position, you can use the font for academic, non commercial projects. This includes, for example, student assignments, presentations, or syllabi.
- If you are working for a client, you can use the client's Licence as soon as it covers the total number of users working with the font.
- The font can be served on one or more websites without restrictions of visitors.
- The owner of the website/s must have a font licence.
- The font can be embedded in a limited amount of products defined in the Licence model purchased. Products can be, for example, apps, softwares, video games, e-books, dashboards, mobile devices.
- The owner of the product/s must have a font licence that reflects the amount of products distributed.
- Digital documents can be produced and distributed as soon as they don't allow third parties to indirectly use the font to create content.
- The font can be converted in outlines and used as it is, or as a starting point, to make digital images, logotypes, merchandising, rubber stamps, etc.
- You can use the font to create movie, or TV show titles.
- You cannot use the fonts for broadcast.

Please, read the terms and conditions in the EULA agreement for more details. If you have any doubt about how, and for what you can use the fonts, or if you have specific cases that are not described in this document, do not hesitate to write at support@cinetype.com.

Further information regarding how Cinetype uses your data is available here:
<https://www.cinetype.com/privacy>

EULA - Desktop, Web and Product licence

V1.0 – 10 August 2020

PLEASE READ THESE LICENCE TERMS CAREFULLY

With the purchase of a Font Licence, you agree to the terms of this Licence.

This licence agreement (“Licence”) is a legal agreement between you (“Licensee” or “You”) and “Cinetype Limited” a company registered in England and Wales under company number 12455169 (“Cinetype”, “Us” or “We”) for the Licence of the Font Software (as defined below).

We license use of the Font Software to you on the basis of this Licence. We do not sell the Font Software to you. We remain the owners of the Font Software at all times.

1. Definitions

“Font Software”, “Font” or “Fonts” means font computer software, the data supplied with the software, and the associated media.

“Product” means hardware, software or any device on which the Font Software is embedded for the purpose of providing the various styles of a font.

“Purchased Licence Model” means the type of licence purchased as stipulated at the point of purchase.

2. Formats

The Font Software will be provided in the following formats: OTF, WOFF and WOFF2. We are able to provide other formats upon request; please, get in touch to discuss this at support@cinetype.com.

3. Permitted uses, grant and scope of licence

3.1 In consideration of you agreeing to abide by the terms of this Licence, Cinetype hereby grants to you a non-exclusive, non-transferable, perpetual licence to use the Font Software on the terms of this Licence.

3.2 You may:

(a) install and use the Font Software for your personal or commercial uses, on any number of central processing unit (CPU), for the number of concurrent users agreed between you and us, and specified by the Purchased Licence Model.

(b) receive and use any free supplementary software code or update of the Font Software incorporating “patches” and corrections of errors as may be provided by Cinetype from time to time.

(c) allow the corresponding number of users to have access to the Fonts. Any users shall be bound by this Licence. Users must belong to the same company, or organization, or be working, even on a temporary basis, on behalf of the Licensee.

(d) use a single copy of the Font Software to be used with an external printer or print service provider for processing a particular order on your behalf.

(e) use the Font Software to create static, non-editable documents. In the event you use the Font Software in documents that are editable you may only share these with the corresponding number of users specified by the Purchased Licence Model.

(f) embed, include, combine or use the Font Software as part of another product or device, hardware or software, such as, but not limited to: apps, ebooks, dashboards, video games, mobile devices, software UI, as soon as the total number of products distributed corresponds to the number of Products specified by the Purchased Licence Model.

(g) install the Font Software on a server to let users use the Fonts, either locally, or remotely. The number of users that can access the Fonts must not exceed the number of users specified in your licence.

(h) embed the Fonts on any number of websites, without restrictions in number of visitors, under the following conditions:

- (i) the domain's name of the website must belong to the Licensee;
- (ii) only Web Fonts (WOFF and/or WOFF2) provided by Cinetype are used for this purpose;
- (iii) and, Fonts are embedded using exclusively CSS-@font-face rule.

4. Restrictions

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

(a) not to copy the Font Software, except where such copying is incidental to normal use of the Font Software or where it is necessary for the purpose of back-up or operational security;

(b) not to sell, rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Font Software or Documentation nor permit the Font Software or any part of it to be combined with, or become incorporated in, any other programs;

(c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Font Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Font Software to obtain the information necessary to create an independent program that can be operated with the Font Software or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

- (i) is used only for the Permitted Objective;
- (ii) is not disclosed or communicated without Cinetype's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- (iii) is not used to create any software that is substantially similar in its expression to the Font Software;

(d) to keep all copies of the Font Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Font Software;

(e) to include our copyright notice on all entire and partial copies of the Font Software in any form;

(f) not to provide, or otherwise make available, the Font Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;

(g) to comply with all applicable technology control or export laws and regulations.

(h) not to distribute the Font Software as part of a product, hardware, software, or firmware, that allow to edit or create content with the Font Software, such as, but not limited to Print-on-Demand or Design-on-Demand applications. You can get in touch with Cinetype Limited to discuss the terms of the Redistribution Licence.

5. Intellectual property rights

5.1 You acknowledge that all intellectual property rights in the Font Software throughout the world belong to us, that rights in the Font Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Font Software other than the right to use the Font Software in accordance with the terms of this Licence.

5.2 You acknowledge that you have no right to have access to the Font Software in source code form other than as expressly provided in this Licence.

6. Responsibilities for loss or damage

6.1 The Font Software is provided “as is”. Cinetype Limited is not liable for any indirect, incidental, consequential damage, including loss of profit, related to the use of the Font Software.

6.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

(a) losses that:

(i) were not foreseeable to you and us when this Licence was formed; or

(ii) that were not caused by any breach on our part;

(b) business losses; and

(c) losses to non-consumers.

6.3 You acknowledge that the Font Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Font Software as described in the Documentation meet your requirements.

7. Termination

7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2 Upon termination for any reason:

(a) all rights granted to you under this Licence shall cease;

(b) you must cease all activities authorised by this Licence; and

(c) you must immediately delete or remove the Font Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8. Communications between us

8.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email at: support@cinetype.com. We will confirm receipt of this by contacting you in writing, normally by email.

8.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

9. Other important terms

9.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

9.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

9.6 Cinetype Limited reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect.

9.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

EULA - Trial Fonts licence

V1.0 – 10 August 2020

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"Product" means hardware, software or any device on which the Font Software is embedded for the purpose of providing the various styles of a font supplied on a free trial basis.

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3. Permitted uses, grant and scope of licence

3.1 In consideration of you agreeing to abide by the terms of this Licence, Cinetype hereby grants to you a non-exclusive, non-transferable, perpetual licence to use the Font Software on the terms of this Licence.

3.2 You may:

- (a) use the Fonts for non commercial purposes, including testing and prototyping ideas to potential clients.
- (b) use the software for academic purposes, if you are either a student, or in a teaching position.
- (c) install and use the Font Software on any number of central processing unit (CPU), as long as they are used by you.
- (d) allow users belonging to the same team to have access to the Fonts. Any user shall be bound by this Licence. Users must belong to the same company, or organization, or be working, even on a temporary basis, as part of a team.
- (e) use a single copy of the Font Software to be used with an external printer or print service provider for processing a particular order on your behalf.
- (f) use the Font Software to create static, non-editable documents. This includes embedding the fonts in a PDF document as soon as the document is not editable.

4. Restrictions

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

(a) not to create final work using Trial fonts; any commercial use is expressly prohibited. Trial fonts can be used to test whether the Font Software satisfies your own or a client's technical and creative requirements, including design proposals you submit to the client for its evaluation. In order to use the Font Software in the final work and/or publish it to the public, you, or your client, must have purchased a commercial license that reflects the number of Individual Users using the Fonts.

(b) not to copy the Font Software, except where such copying is incidental to normal use of the Font Software or where it is necessary for the purpose of back-up or operational security;

(c) not to sell, rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Font Software or Documentation nor permit the Font Software or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Font Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Font Software to obtain the information necessary to create an independent program that can be operated with the Font Software or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

(i) is used only for the Permitted Objective;

(ii) is not disclosed or communicated without Cinetype's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

(iii) is not used to create any software that is substantially similar in its expression to the Font Software;

(e) to keep all copies of the Font Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Font Software;

(f) to include our copyright notice on all entire and partial copies of the Font Software in any form;

(g) not to provide, or otherwise make available, the Font Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;

(h) to comply with all applicable technology control or export laws and regulations.

(i) not to distribute the Font Software as part of a product, hardware, software, or firmware, that allow to edit or create content with the Font Software, such as, but not limited to Print-on-Demand or Design-on-Demand applications. You can get in touch with Cinetype Limited to discuss the terms of the Redistribution Licence.

5. Intellectual property rights

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5.2 You acknowledge that you have no right to have access to the Font Software in source code form other than as expressly provided in this Licence.

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6.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

(a) losses that:

(i) were not foreseeable to you and us when this Licence was formed; or

(ii) that were not caused by any breach on our part;

(b) business losses; and

(c) losses to non-consumers.

6.3 You acknowledge that the Font Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Font Software as described in the Documentation meet your requirements.

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(b) you must cease all activities authorised by this Licence; and

(c) you must immediately delete or remove the Font Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

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8.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email at: support@cinetype.com. We will confirm receipt of this by contacting you in writing, normally by email.

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9.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

9.5 Cinetype Limited reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect.

9.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.