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CoType Foundry (“CoType”/“CoType Foundry”) End User Licence Agreement (“EULA”) becomes a binding contract between you and CoType Foundry when you indicate your acceptance of this EULA, commence a Font Software download, 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, you must not purchase, access, download, install and/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 (we licence for business purposes only). By continuing you are confirming that you are not a ‘consumer’ for the purposes of Consumer Credit, Consumer Rights, or Sale of Goods legislation and that you are in business and placing in the course of your activities as a ‘trader’ (within the meaning of s. 2(2) of the Consumer Rights Act 2015). This includes acting in your capacity as a freelance designer or similar.

This license permits you to use the trial fonts on a maximum of 5 devices (such as desktop or laptop computer workstations, notebooks, netbooks, tablets, and/or smartphones which a user can give instructions to) within your organisation or control. The license exclusively allows the use for trial and evaluation purposes (internal only) as well as in non-commercial student project contexts only. You may not use the fonts in any final files for any commercial project, or on any website accessible via public networks.

You may not modify the fonts for your own purposes. You may not commission a third party to modify the fonts. You may not distribute, sell or give away any versions of the fonts.

## **1. Ownership**

CoType Foundry retains intellectual property rights, title and ownership of any and all of the electronic data and materials including, without limitation, the Font Software, provided to you by CoType Foundry or with its consent. This title and ownership extends to copies of the data installed on any computer, downloaded to any output device, or retained on other media by you as a backup. This licence does not constitute an exclusive sale of the original product to you. This Agreement does not grant you any right to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), intellectual property rights, or any other rights, franchises or licences of whatever nature in respect of the electronic data.

No rights are granted to you other than a Licence to use the Font Software on the terms expressly set forth in this Agreement. You further acknowledge and agree that the structure, organisation and code of the font software are valuable trade secrets and confidential information of CoType Foundry. The Font Software is protected by copyright including without limitation, by English and United States Copyright Law, international treaty provisions, and applicable laws in the jurisdiction of use.

## **2. Embedding Restrictions**

You may make archival copies of the fonts for your own purposes, counting additionally to the amount of devices you licensed the fonts for. You shall not distribute the fonts to people outside of your organisation. PDF embedding of the font software into PDF documents is only permitted in a secured read-only mode that allows only printing and viewing, and prohibits editing, selecting, enhancing or modifying the text. You must ensure that recipients of PDF documents cannot extract the CoType Foundry font software from such PDF documents or use the embedded font software for editing purposes or for the creation of new documents. This type of embedding may only be used in a non-commercial, not-for-profit scenario. If you are unable to limit access to the document to “printing and viewing” only,

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then the electronic document(s) may not be used on computers that are not licensed devices (see section 1). Examples of non-commercial, not-for-profit permitted usage include PDF documents supplied to Service Bureaus, printers, or any documents that disseminate personal, internal or business information.

### **3. Disclaimer**

CoType Foundry simply provides the Font Software "as is," and is not responsible for tech and/or design support.

CoType Foundry makes no warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

### **4. Limitation of Liability**

#### **YOUR ATTENTION IS DRAWN TO THIS CLAUSE**

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.

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.

You are at all times fully responsible for the observation and compliance with these terms and are fully responsible and liable for the acts and omissions of employees, users, and third parties provided access to the Font Software in accordance with this EULA. You hereby indemnify, and shall keep us indemnified, at all times against any and all losses (including retrospective licence fees applicable to unlicensed use, which CoType Foundry shall solely determine), costs (including legal, recovery, and accounting costs), damages, expenses, management time, all whether the foregoing are indirect or direct, foreseeable or otherwise, which we suffer as a result of any breach of this agreement, including the scope of permissions granted, and our enforcement of the same. This clause shall survive any termination or expiry of this EULA.

## 5. 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.

On termination of this Agreement for any reason: you shall immediately and irretrievably delete the Font Software (including your archival copies) from your systems; and any licence granted shall immediately terminate.

## 6. General

You agree to inform your employees or any other person having access to the CoType Foundry software and copies thereof, of the terms and conditions of this EULA and to ensure that they shall strictly abide by these terms and conditions. You agree that you will not export or re-export the Font Software in any form without the appropriate United Kingdom and foreign government licenses. You agree not to sub-license, sell, lease or otherwise transfer the electronic data without the prior written consent of CoType Foundry.

## 7. 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.

## 8. 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.

## 9. 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.

## 10. Waiver

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

## 11. Summary

We grant the rights for a trial use of our fonts to you in good faith, and request that you adhere to the terms of this Agreement to the best of your ability, and in good faith.

## 12. Licence Agreement

This Agreement represents the entire agreement between CoType Foundry (Licensor) and You (Licensee). You acknowledge that you have read and understood this Agreement and that by using the software you agree to be bound by its terms and conditions. This agreement supersedes any other (CoType Foundry) Standard License Agreement, which may have been included with the Font Software or previously displayed on the cotypefoundry.com website.

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No variation of the terms of this Agreement or any different terms will be enforceable in the absence of an express written amendment, or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by CoType Foundry with a provision that effects the intent of the invalid provision. CoType Foundry (Licensor) expressly reserves the right to amend, modify or change this Standard CoType Foundry License Agreement at any time without prior notification.

Any breach of the terms and conditions of this agreement terminates your licence to use the fonts. After any termination of the agreement, you must destroy any copies of the fonts, including your archival copies.

**13. 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@cotyefoundry.com](mailto:info@cotyefoundry.com)