*Please read the following 1 EULA carefully. In order to proceed with the checkout, you will need to agree with the terms outlined here by checking off the ‘I agree’ checkbox below.*

### **Klim Desktop Font Licence Agreement */ Version 11, December 2016***

The Terms of this End User Licence Agreement (Agreement) will apply between Klim Type Foundry (Klim) and You (You, Your, Yours) if You purchase a licence or licences to use Klim’s Font Software (Fonts).

When You purchase a Font, You are purchasing the right to use that Font under a particular set of conditions. These conditions range from, for example, how many computers the Font can be installed on, to whether it can be embedded in digital documents. It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of the Fonts, and the rights Klim reserves. If You believe Your usage or need is not addressed, or if You are unsure of the meaning of any term or condition, please ask Klim before making a purchase.

Klim agrees to grant You a licence or licences to use the Fonts on the terms of this Agreement and, provided that You comply with these terms, in perpetuity. The fee You have paid for the licensed use of the Fonts is a one-off. There are no recurring payments. This license allows You to use the Fonts worldwide.

This licence is not exclusive to You, may not be transferred by You, and can be revoked by Klim.

If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, You must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You.

You agree that Klim owns all rights, including (without limitation) intellectual property rights, and title in and to the Fonts and all trademarks, registered and unregistered which are used in or in relation to the Fonts.

###### **1. Definitions.**

1a. “Klim” is the Klim Type Foundry, the trading brand of The Letterheads Limited.

1b. “You”, “Your” and the “End User” are defined as and refer to a customer who has purchased a licence to use the Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (“OEM”), wholesale buyer or any similar entity. Klim Fonts and products may not be distributed and/or sold to third parties without prior written consent from Klim.

1c. “Font”, “Fonts” or “Font Software” have identical meanings in this agreement. They are defined as the designs of the Fonts and the Software identified on Your Sales Receipt that produces a typeface design(s) together with any other artworks that may be associated with the Font.

1d. “Sales Receipt” means the electronic document You receive as confirmation of the Fonts purchased.

###### **2. Permitted Uses and Restrictions.**

2a. Installation

The Fonts may be installed and used on the number of computing devices identified on Your Sales Receipt. For example, the purchase of a 1-3 CPU Licence allows for the installation and use of the Font on up to three (3) computing devices. Fonts may not be stored or used in any manner that makes them accessible to the public or non-licensed third parties. For the purposes of clarity, this licence is for individual users or organisations purchasing for employees only. Under no circumstances may the licensed Fonts be shared with contractors, freelance employees, or affiliates. You may add more computing devices to Your licence by purchasing additional licences.

2b. Servers

You may install the Fonts on a single file server for use on a local area network (“LAN”) within Your business or household. The number of computing devices that can access the Fonts on the server must not exceed the number of computing devices identified on Your Sales Receipt.

2c. Font File Protection

You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third-parties. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify Klim as soon as is reasonable.

2d. Authorised Use

Authorised uses of the Fonts include: the production of paper publications like newspapers, books and magazines; print advertising; vinyl or printed signage; logos and logotypes; newsletters and annual reports; images for print and web; embedding in ePub publications. You agree to indemnify Klim for any third party claim that arises as a result of any unauthorised use by You of the Fonts.

2e. Service Bureau/Printers

To reproduce a particular document, You may provide a copy of the specified Fonts to a commercial printer or service bureau. Afterwards, the printer or service bureau must destroy the copies of the Fonts and You agree to take reasonable steps to ensure this happens.

2f. Back-up Copies

You may make one (1) copy of the Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts. You must keep this back-up copy secure and must not allow any third party to have access to it. You will indemnify Klim for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, You agree to notify Klim as soon as is reasonable.

2g. Embedding of Fonts

The embedding of Fonts into digital documents, like PDFs, is permitted so long as i) the Font Software is subset, ii) the document text can be viewed and printed but not edited, and iii) reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts. Rasterized copies of images showing the Font are permitted provided the images do not result in all or substantially all of the characters comprising the Font. If the resulting images show most or all of the Font characters, a rasterized showing of the Font is not permitted.

2h. Web Fonts, @font-face and Font Linking

Using Klim Fonts with the CSS rule @font-face, Cufòn, or other forms of font linking, regardless of format, are strictly prohibited under this Agreement. A separate Web Font licence and accompanying software is available from Klim for this purpose.

2i. Apps, Games, Hardware and Software

This licence expressly prohibits the embedding, inclusion, calling or linking of the Fonts within hardware and software in any form whatsoever. This includes, but is not limited to, video games, server-side applications, online document creation, mobile apps, kiosks, and OEM products or software. If You wish to use the Fonts for such purposes, contact Klim to discuss. Notwithstanding, rasterized images of limited text and/or logos created using the Font Software are permitted.

2j. Modifications

You may create outline artworks based upon the Fonts for Your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable, derivative or substitute version of the Font is prohibited. Under no circumstances may You modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Fonts or the designs embodied therein. You further agree not to commission or authorise any third party to undertake modifications to the Fonts without prior written consent from Klim. Consent may or may not be granted at Klim’s sole discretion.

2k. Restriction of Alphabet Products

This licence expressly prohibits the use of the Fonts in the creation of alphabet products such as, but not limited to: house numbers, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch and die sets or other methods for use in making such products. If You wish to use the Fonts for such purposes, contact Klim to discuss.

###### **3. Rights Reserved**

3a. You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of Klim. All rights not expressly granted under this licence are reserved to Klim.

3b. You agree that the Fonts and the design of the Fonts embodied therein are owned by Klim and the Fonts’ structure, organisation and code are the valuable trade secrets of Klim. You acknowledge that the Fonts are, among other means, protected under New Zealand trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties.

3c. At Klim’s request, You agree to provide an audit to confirm the Desktop Fonts You are consuming match Your Sales Receipt. Klim will give You at least 5 business days’ notice to complete the audit.

###### **4. Warranties and Limitations**

4a. Klim represents and warrants that the Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the Fonts together with a copy of Your Sales Receipt. If the Font does not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Font Software or the refund of the licence fee You paid for the Fonts, as an authorised officer of Klim may elect. Klim and its suppliers do not and cannot warrant the performance or results You may obtain by using the Fonts. It is Your responsibility to ensure that the Fonts are fit for Your purpose.

4b. Klim expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Klim does not warrant that the operation of the Fonts will be unimpeded, uninterrupted or error-free, or that the Fonts are without defects. Without limiting the foregoing under no circumstances shall Klim be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Fonts even if notified in advance of such possibility.

4c. If You are a business or in trade and the Fonts are acquired for use in business or in trade, You agree to contract out of the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986, to the effect that those provisions shall have no effect between Klim and You under this Agreement.

###### **5. Termination**

Any breach of the terms of this Agreement shall be cause for immediate termination without the obligation of notice or opportunity to cure. Klim shall be entitled to seek any and all remedies under law or equity, without limitation, including injunctive relief without the obligation of posting security or bond. You agree to immediately discontinue using and delete the Fonts and certify that no copy remains in Your possession or control.

###### **6. Dispute Resolution**

Any dispute or difference arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators’ and Mediators’ Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by both You and Klim and if both parties cannot agree within twenty-one (21) days from the date upon which the dispute arises then an arbitrator will be appointed by the President of the Arbitrators’ and Mediators’ Institute of New Zealand Inc.

###### **7. Choice of Law and Agreements**

7a. You agree that this Agreement between Klim and You was formed in Wellington, New Zealand, and any cause of action arising from it, arises in Wellington, New Zealand and will be governed by and construed in accordance with the laws of New Zealand and within the exclusive jurisdiction of the New Zealand courts.

7b. Klim may at any time amend the terms under which it licences the use of the Fonts to You. Klim will make such amended terms available at www.klim.co.nz. You agree that Your continued use of the Desktop Fonts means You accept the amended terms. Non-acceptance of the amended terms terminates this Agreement.

7c. This Agreement embodies the entire understanding between Klim and You and supersedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

###### **8. Contact**

All inquiries of Klim may be sent by email to quickbrownfox@klim.co.nz. The Klim Type Foundry website is located at www.klim.co.nz.

### **Klim Web Font Licence Agreement */ Version 11, December 2016***

The Terms of this End User Licence Agreement (Agreement) will apply between Klim Type Foundry (Klim) and You (You, Your, Yours) if You purchase a licence or licences to use Klim’s Font Software (Web Fonts).

When You purchase a Web Font, You are purchasing the right to use that Web Font under a particular set of conditions. These conditions range from, for example, how many domains the Font can be used on to whether it can be embedded in digital applications. It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of our Web Fonts, and the rights Klim reserves. If You believe Your usage or need is not addressed, or if You are unsure of the meaning of any term or condition, please ask Klim before making a purchase.

Klim agrees to grant You a licence or licences to use the Web Fonts on the terms of this Agreement and, provided that You comply with these terms, in perpetuity. The fee You have paid for the licensed use of the Fonts is a one-off. There are no recurring payments. This license allows You to use the Fonts worldwide.

This licence is not exclusive to You, may not be transferred by You, and can be revoked by Klim.

If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, You must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You.

You agree that Klim owns all rights, including (without limitation) intellectual property rights, and title in and to the Web Fonts and all trademarks, registered and unregistered which are used in or in relation to the Web Fonts.

###### **1. Definitions**

1a. “Klim” is the Klim Type Foundry, the trading brand of The Letterheads Limited.

1b. The user, “You”, “Your” and the “End User” are understood as the licensee of the Web Fonts and the party that owns the domain of a website using or planning to use Klim Web Fonts. It is understood that You also control the content of the licensed websites. An end user cannot be a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (“OEM”), server administrator, wholesale buyer of software, or any similar entity. Klim Web Fonts and software products may not be distributed and/or sold to third parties without Klim’s prior written consent.

1c. A “Web Font” is type face Font software that has been created, optimised, translated or otherwise specially modified for use on the Internet for styling or viewing text on a website.

1d. The “domain” is the host name of a website’s home page. The domain may be comprised of one unique second-level domain name (as in “example” of http://www.example.com), multiple top-level domains (as in .com, .org, .fr), and multiple sub-domains (as in “shop” of shop.example.com, or “blog” of blog.example.com). Under this license You must own the domain and control the content of the licensed websites.

1e. A “website” is defined as a collection of related web pages organised under a single domain. The website may be viewed with a web browser and/or via a web-based mobile app provided that the Web Fonts are not included or embedded as explained in section 2f. A web-based mobile app is restricted to operating on a hand-held device running one of the following operating systems: Android, bada, Blackberry OS or Blackberry 10, Brew, iOS, Symbian OS, Windows Phone or Windows RT.

1f. “Sales Receipt” means the electronic document You receive as confirmation of the Web Fonts purchased.

###### **2. Permitted Uses and Restrictions**

2a. Allowed Domains and Implementation

The Web Fonts may be used for styling text on Your website via the CSS @font-face rule for the domain specified on Your Sales Receipt. Only the WOFF (“.woff”, “.woff2”, Web Open Font Format) and EOT (“.eot”, Embedded OpenType) Web Font files provided by Klim may be used. The use of alternate formats (such as TTF, SVG, or OTF) is expressly prohibited. Viewing and printing pages of the website using the Web Fonts is allowed. However, providing the ability for a remote user to edit text using the Web Fonts is not allowed if the result is a new document, such as a personalised invitation, greeting card, customised portfolio or customised product(these listed items are examples only and not an exhaustive list). If You wish to use the Fonts for such purposes, contact Klim to discuss. The Web Fonts are licensed for Your use only. You may not use the Web Fonts as a tool or resource for third parties to create customised products or documents. Further, the Web Fonts may not be served to unlicensed domains, even if they are hosted on a licensed domain. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify Klim as soon as is reasonable.

2b. Page view Limitations

A page view is one request for the viewing of a page of Your website. The average monthly traffic of Your website, measured in page views over the span of three consecutive months, must not exceed the amount shown on Your Sales Receipt. If it does, You must purchase a license upgrade for the increased page view amount.

2c. Web Fonts File Protection

You agree to use reasonable measures to ensure the Web Fonts are available only for the process of styling text on Your website. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hotlinking and b.) not allowing direct download of the Web Fonts unrelated to the process of styling text for Your website.

2d. Third Party Web Font Services

The hosting or serving of the Web Fonts by any third party service, like “TypeKit”, “FontDeck”, “WebINK” or “Webtype” for example, is strictly prohibited.

2e. Back-up Copies

You may make one (1) copy of the Web Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. You must keep this back-up copy secure and must take all reasonable steps to prevent any third-party to have access to it. You will indemnify Klim for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, You agree to notify Klim as soon as is reasonable.

2f. No Modifications, No Embedding

You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of Klim Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited. If You wish to use the Fonts for such purposes, contact Klim to discuss.

2g. Web Usage Only

The use of Klim Web Fonts on a desktop, laptop, workstation computer, or for any uses not expressly permitted herein is prohibited. If You wish to use the Web Fonts in a manner not permitted by this license, You must secure a separate license and/or a license extension by contacting Klim directly.

2h. Development Environment

You may use the Web Fonts in a secure development environment controlled by You. The secure development environment must be for work specifically related to the domain specified on Your Sales Receipt.

###### **3. Rights Reserved**

3a. You expressly acknowledge that the Web Fonts, the designs embodied therein, the trade names and/or the associated trademarks and copyrights are each the exclusive property of Klim. All rights not expressly granted under this license are reserved to Klim.

3b. You agree that the Web Fonts and the designs embodied therein are owned by Klim and the Web Fonts’ structure, organisation and code are the valuable trade secrets of Klim. You acknowledge that the Web Fonts are, among other means, protected under New Zealand trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties. Furthermore, You are not permitted to regenerate or translate the Web Fonts into other formats and the creation of any derivative works based upon the Web Fonts or the designs of the Web Fonts are expressly prohibited.

3c. At Klim’s request, You agree to provide an audit to confirm the Web Fonts You are consuming match Your Sales Receipt. Klim will give You at least 5 business days’ notice to complete the audit.

###### **4. Warranties and Limitations**

4a. Klim represents and warrants that the Web Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the Web Fonts together with a copy of Your Sales Receipt. If the Web Fonts do not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Web Fonts or the refund of the license fee You paid for the Web Fonts. Klim does not and cannot warrant the performance or results You may obtain by using the Web Fonts.

4b. Klim expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Klim does not warrant that the operation of the Web Fonts will be unimpeded, uninterrupted or error-free, or that the Web Fonts are without defects. Without limiting the foregoing under no circumstances shall Klim be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Web Fonts even if notified in advance of such possibility.

4c. If You are a business or in trade and the Fonts are acquired for use in business or in trade, You agree to contract out of the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986, to the effect that those provisions shall have no effect between Klim and You under this Agreement.

###### **5. Transfer of Licensed Domain**

You may transfer the rights to use the Web Fonts to a different domain owned by You and the content of which You control. You must notify Klim, in writing, of the transfer and the new domain identity. Further, You must delete the Web Fonts from the server on the previously licensed domain immediately upon transfer to the new domain. Transfer of this license to a third party is not permitted.

###### **6. Termination**

Any breach of the terms of this Agreement shall be cause for immediate termination without the obligation of notice or opportunity to cure. Klim shall be entitled to seek any and all remedies under law or equity, including injunctive relief without the obligation of security or bond. You agree to immediately discontinue using and delete the Web Font software and certify that no copy remains in Your possession or control.

###### **7. Dispute Resolution**

Any dispute or difference arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators’ and Mediators’ Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by both You and Klim and if both parties cannot agree within twenty-one (21) days from the date upon which the dispute arises then an arbitrator will be appointed by the President of the Arbitrators’ and Mediators’ Institute of New Zealand Inc.

###### **8. Choice of Law and Agreements**

8a. You agree that this Agreement will be governed by and construed in accordance with the laws of New Zealand and You submit to the exclusive jurisdiction of the New Zealand Courts except where urgent injunctive relief is required.

8b. Klim may at any time amend the terms under which it licences the use of the Web Fonts without prior notification to You. Klim will make such amended terms available at www.klim.co.nz. You agree that Your continued use of the Web Fonts means You accept the amended terms. Non-acceptance of the amended terms terminates this Agreement.

8c. This Agreement embodies the entire understanding between Klim and You and supersedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

###### **9. Contact**

All inquiries of Klim may be sent by email to quickbrownfox@klim.co.nz. The Klim Type Foundry website is located at www.klim.co.nz.

### **Klim App Font Licence Agreement */ Version 11, December 2016***

The Terms of this End User Licence Agreement (Agreement) will apply between Klim Type Foundry (Klim) and You (You, Your, Yours) if You purchase a licence or licences to use Klim’s Font Software (App Fonts).

When You purchase an App Font, You are purchasing the right to use that App Font under a particular set of conditions. These conditions range from, for example, how many applications the Font can be used in and on what mobile operating systems. It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of Klim’s App Fonts, and the rights Klim reserves. If You believe Your usage or need is not addressed, or if You are unsure of the meaning of any term or condition, please ask Klim before making a purchase.

Klim agrees to grant You a licence or licences to use the App Font on the terms of this Agreement and, provided that You comply with these terms, in perpetuity. The fee You have paid for the licensed use of the Fonts is a one-off. There are no recurring payments. This license allows You to use the Fonts worldwide.

This licence is not exclusive to You, may not be transferred by You, and can be revoked by Klim.

If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, You must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You.

You agree that Klim owns all rights, including (without limitation) intellectual property rights, and title in and to the App Fonts and all trademarks, registered and unregistered which are used in or in relation to the App Fonts.

###### **1. Definitions**

1a. “Klim” is the Klim Type Foundry, the trading brand of The Letterheads Limited.

1b. The user, “You”, “Your” and the “End User” are understood as the licensee of the App Fonts and the party that owns the Application. It is understood that You also control the content of the licensed applications. An end user cannot be a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (“OEM”), server administrator, or other wholesale buyer of software, or any other similar entity. Klim App Fonts and software products may not be distributed and/or sold to third parties without Klim’s prior written consent.

1c. An “App Font” is type face Font software that has been created, optimised, translated or otherwise specially modified for embedding within an App for styling, viewing or editing text.

1d. The “Application”, “App” is Your mobile application software designed to run and function on Android, iOS, Windows Phone and other such mobile device operating systems. A single App Font licence covers Apps that are functionally equivalent across multiple mobile operating systems.

1e. “Sales Receipt” means the electronic document You receive as confirmation of the App Fonts purchased.

###### **2. Permitted Uses and Restrictions**

2a. Allowed Apps and Implementation

The App Fonts may be embedded in the App specified on Your Sales Receipt. Only the App Font files provided by Klim may be used. The use of alternate formats is expressly prohibited. You may use the App Fonts for styling, viewing or editing text in Your App. However, providing the ability for a user to edit text using the App Fonts is not allowed if the result is a new document, such as a personalised invitation, greeting card, customised portfolio or customised product (these listed items are examples only and not an exhaustive list).If You wish to use the Fonts for such purposes, contact Klim to discuss. The App Fonts are licensed for Your use only. You may not use the App Fonts as a tool or resource for third parties to create customised products or documents.

2b. Third party applications or platforms

You may use the Fonts to display content You own on a third party application or platform, such as Facebook instant articles or Apple news, provided You are able to ensure the third party does not, through their use of Your content and Klim’s fonts, cause You to breach the terms of this Agreement. Any breach of this Agreement by a third party using the Fonts under this clause 2b. will be deemed a breach by You.

2c. Download and Distribution Limitations

There are no App download and distribution limitations with this licence.

2d. App Fonts File Protection

You agree to use reasonable measures to protect the App Fonts from access and use by unlicensed third-parties. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify Klim as soon as is reasonable.

2e. Back-up Copies

You may make one (1) copy of the App Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the App Fonts. You must keep this back-up copy secure and must take all reasonable steps to prevent any third-party to have access to it. You will indemnify Klim for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, You agree to notify Klim as soon as is reasonable.

2f. No Modifications, No Embedding

You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the App Fonts or the designs embodied therein. With the exception of permitted use allowed under 2b. of this Agreement, the embedding or inclusion of Klim App Fonts, or the designs forming the App Fonts, in non-mobile software, hardware, digital documents, applications, devices or in any other form is prohibited. If You wish to use the Fonts for such purposes, contact Klim to discuss.

2g. App Usage Only

The use of Klim App Fonts on a desktop, laptop, workstation computer, website or for any uses not expressly permitted in this Agreement is prohibited. If You wish to use the App Fonts in a manner not permitted by this licence, You must secure a separate licence and/or a licence extension by contacting Klim directly.

###### **3. Rights Reserved**

3a. You expressly acknowledge that the App Fonts, the designs embodied therein, the trade names and/or the associated trademarks and copyrights are each the exclusive property of Klim. All rights not expressly granted under this licence are reserved to Klim.

3b. You agree that the App Fonts and the design of the Fonts embodied therein are owned by Klim and the App Fonts’ structure, organisation and code are the valuable trade secrets of Klim. You acknowledge that the App Fonts are, among other means, protected under New Zealand trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties. Furthermore, You are not permitted to regenerate or translate the App Fonts into other formats and the creation of any derivative works based upon the App Fonts or the designs of the App Fonts are expressly prohibited.

3c. At Klim’s request, You agree to provide an audit to confirm the App Fonts You are consuming match Your Sales Receipt. Klim will give You at least 5 business days’ notice to complete the audit.

###### **4. Warranties and Limitations**

4a. Klim represents and warrants that the App Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the App Fonts together with a copy of Your Sales Receipt. If the App Fonts do not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the App Fonts or the refund of the licence fee You paid for the App Fonts. Klim does not and cannot warrant the performance or results You may obtain by using the App Fonts.

4b. Klim expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Klim does not warrant that the operation of the App Fonts will be unimpeded, uninterrupted or error-free, or that they are without defects. Without limiting the foregoing under no circumstances shall Klim be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Fonts even if notified in advance of such possibility.

4c. If You are a business or in trade and the Fonts are acquired for use in business or in trade, You agree to contract out of the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986, to the effect that those provisions shall have no effect between Klim and You under this Agreement.

###### **5. Transfer of licensed Application**

You may not transfer the rights to use the App Fonts to a different App. Transfer of this licence to a third party is not permitted.

###### **6. Termination**

Any breach of the terms of this Agreement shall be cause for immediate termination without the obligation of notice or opportunity to cure. Klim shall be entitled to seek any and all remedies under law or equity, including injunctive relief without the obligation of security or bond. You agree to immediately discontinue using and delete the App Font software and certify that no copy remains in Your possession or control.

###### **7. Dispute Resolution**

Any dispute or difference arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators’ and Mediators’ Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by both You and Klim and if both parties cannot agree within twenty-one (21) days from the date upon which the dispute arises then an arbitrator will be appointed by the President of the Arbitrators’ and Mediators’ Institute of New Zealand Inc.

###### **8. Choice of Law and Agreements**

8a. You agree that this Agreement between Klim and You was formed in Wellington, New Zealand, and any cause of action arising from it, arises in Wellington, New Zealand and will be governed by and construed in accordance with the laws of New Zealand and within the exclusive jurisdiction of the New Zealand courts.

8b. Klim may at any time amend the terms under which it licences the use of the App Fonts to You. Klim will make such amended terms available at www.klim.co.nz. You agree that Your continued use of the App Fonts means You accept the amended terms. Non-acceptance of the amended terms terminates this Agreement.

8c. This Agreement embodies the entire understanding between Klim and You and supersedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

###### **9. Contact**

All inquiries of Klim may be sent by email to quickbrownfox@klim.co.nz. The Klim Type Foundry website is located at www.klim.co.nz.