## Intro:

Thanks – Contact Thanks

Thank you for licensing fonts from Polytype!

Info

This end-user license agreement lays out the terms and conditions of the use of Polytype fonts. Please read it through and be aware of the rights and responsibilities it describes.

Get in Touch

If you have any questions or comments regarding this EULA, then please don't hesitate to get in touch.

Contact

Lewis MacDonald hello@polytype.co.uk

## General Terms:

1.1 - 1.9

Preamble

This is an agreement between you, the purchaser and licensee, and us, Polytype. By purchasing, downloading, installing, or using the digital typeface software (hereafter 'fonts'), you accept the terms of this agreement.

- By purchasing the licence, you become a licensed user, not an owner, of the fonts. To 'purchase a font' is simply to purchase a license to use it in accordance with this agreement. Polytype retains all copyrights to the fonts after purchase.
- 1.2 You may not sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person or third-party, including by merger.
- 1.3 You may not distribute, lend, rent out, sell, give away, or share the font files for any reason not stated in this agreement.
- 1.4 You are not permitted to modify the fonts using font manipulation software to create a usable font without first gaining the express written permission of Polytype to do so.
- 1.5 Licences are non-transferrable; the licensee is fixed at the time of purchase. As such, you may not transfer licences to clients once work utilising the fonts has been completed; the client must hold their own license to use the fonts, purchased either by them, or by

you on their behalf.

- 1.6 Every care has been taken to produce our fonts to the highest standard, but technical issues can sometimes occur. If you do experience technical issues, we will do our best to resolve them, and if we are unable to resolve any technical issues arising from defective fonts then you will be due a full refund on your purchase, given that you request it within the first 30 days after purchase. Any refund terminates your license to use the fonts, which must then be deleted. Refunds will be given under no other circumstances.
- 1.7 Polytype takes no responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a result of downloading, installing or using Polytype fonts. All Polytype fonts are installed are used entirely at the owner's own risk and Polytype cannot be held responsible.
- 1.8 Any breach of the terms of this agreement will immediately terminate your license to use the fonts. After termination of the license you must destroy any copies of the fonts in your possession.
- 1.9 This agreement shall be governed by and construed in accordance with UK law. Place of jurisdiction and performance is Glasgow, UK.

## Desktop Terms:

2.1 - 2.10

- 2.1 A desktop license gives you the right to use the fonts in the production of **printed images** (e.g. images printed on posters, clothing, signage, literature).
- 2.2 A desktop license gives you the right to use the fonts in the production of **static digital images** for digital distribution, in both raster and vector formats (e.g. files ending in .PNG, .JPG, .SVG).
- 2.3 A desktop license gives you the right to use the fonts in the production of **animated digital images** for digital distribution in both raster and vector formats (e.g. files ending in .GIF, .SWF).
- A desktop license gives you the right to use the fonts in the production of **digital videos** for non-broadcast digital and analogue distribution (e.g. files ending in .AVI, .MP4).
- 2.5 A desktop license gives you the right to use the fonts in the production of logos, granted that the logo design utilises a novel composition of discrete elements contained within the fonts. That is, the creation a logo design composed solely of a single glyph from the fonts is not permitted, because this constitutes an appropriation of the font designer's creative work; the creation a logo design in which the elements of the fonts are combined in some way, however, is permitted, because this constitutes new creative work. The trademarking or

- copyrighting of a logo incorporating the fonts will, in no way, erode, alter, or transfer Polytype's copyrights to the fonts.
- 2.6 A desktop license gives you the right to embed the fonts into electronic documents for digital distribution, granted that the font is subset, the document is not editable, and reasonable measures have been taken to prevent the extraction of fonts from the document.
- 2.7 Desktop licenses are purchased for a certain maximum number of users, specified during your purchase and in your invoice. The number of users using the fonts must not exceed this maximum number, and the users must be working for the same organisation within the same location (or inhabit the same household).
- 2.8 A desktop license does not give you the right to install fonts onto web servers for the purpose of serving live text to webpages; a web license is required for this purpose.
- 2.9 A desktop license does not give you the right to embed fonts into apps; an app license is required for this purpose.
- 2.10 Font files must not be converted to any other file formats than they were delivered in by Polytype.

End