Polytype Web EULA September 2019

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.

Web Terms:

2.1 - 2.10

- 2.1 A web license gives you the right to install fonts onto web servers for the purpose of serving live text to webpages.
- 2.2 Polytype does not offer a webfont hosting service; purchasing a license gives you the right to 'self-host' the fonts within the terms of this agreement.
- 2.3 Web licenses are purchased for a **single top-level domain** (e.g. company.com). This domain is specified by you during your purchase of the web license, and you are only permitted to serve live text to webpages on this domain, or on subdomains of it (e.g. beta.company.com).
- 2.4 Upon request, prior to license purchase, permission may be given for a web license to cover multiple top-level domains, on the grounds that they were, for example, language or region variants of essentially the same project, venture, or organisation (e.g. company.co.uk and company.de).
- 2.5 Web licenses cannot be transferred to another domain without the express written consent of Polytype.
- 2.6 Web licenses are purchased for a certain maximum number of page views per month, meaning the total combined number of times any page under the registered domain has been accessed in the course of any

- given calendar month. The maximum number of page views per month permitted by your license is specified during your purchase and in your invoice, and it is your responsibility to monitor page views and to purchase a new license with greater coverage if the maximum number permitted by your current license is ever exceeded. License upgrade purchases will be discounted by the amount of the prior license cost.
- 2.7 You must take all appropriate actions to prevent a third party from accessing the fonts by storing and serving the fonts in a secure manner.
- 2.8 A web license does not give you the right to use the fonts to produce printed images, static digital images, animated digital images, digital videos, or logos; nor does it give you the right to embed fonts into electronic documents; a desktop license is required for these purposes.
- 2.9 A web 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