
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, do not purchase, access, download and/or install or otherwise use the Font Software.

All amounts are due immediately on acceptance of this EULA and, for the avoidance of doubt, no refunds or cancellations will be granted.

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. By continuing you are confirming that you are not a consumer for the purposes of the Consumer Credit, Consumer Rights, and Sale of Goods legislation and that you are in business and placing an order for the purpose of that business and not for personal use.

You hereby agree to the following:

1. Grant Of License

Upon payment in full of any charges, CoType Foundry hereby grants you a non-exclusive, non-transferable right to use and embed the Font Software (being software or instructions, in OpenType and TrueType formats, which when used on an appropriate device or devices, generates typeface and typographic designs and ornaments including all bitmap representations of typeface and typographic designs and ornaments created by or derived from the software) in the Applications (meaning an application (or applications) owned and operated by you that operates on a personal device and which is made available via Google Inc’s ‘Google Play’ store, Apple Inc’s ‘App Store’, and/or the Windows App ‘Store’ (and such other sources as CoType Foundry may permit from time to time) only. The usage is permitted within the Applications that you have identified to us during the order process, up to the limit of the Licence you have purchased in relation to the total number of Applications you wish to embed the Font Software within, as notified during the order process.

Where the licence purchased is for an agreed subscription period as agreed during the order process with CoType Foundry, the licence granted in accordance above shall remain in force for the agreed period. Unless you provide CoType Foundry with written confirmation no later than 30 days prior to the end of the then current licence period, the licence granted shall renew for a further period of equal time to the initial period chargeable at CoType’s then current published price list (if available) or if no price list is available, at the same price as was charged for the initial period. CoType Foundry shall raise an invoice to you following such renewal and you shall pay such amount in accordance with these terms.

You shall not use the Font Software for any purpose other than to be embedded within the Applications. CoType Foundry calculates Licences for Application use on the following basis

2. Usage

Use of the Font Software is limited to your employees only. You remain responsible at all times for the observation of these terms by your employees. If you design or create works for third parties, such as clients, you are considered a “Designer” and you may use the Font Software to design or create such works for those third parties, provided that the use by those third parties is subject to the obligations and restrictions (but none of the privileges of the Font Software license) in this Agreement as if those third parties were you, and provided that you notify those third parties of those obligations and restrictions in writing. You may not allow any third party to use your copy of the Font Software.

You may not send or transfer the Font Software, or any copy of the Font Software, to any third party. You may use the Font Software to create a company logo, however, such use must be limited to use within the Application. You may not include the typeface design in any trademark registration. Other restrictions to the use of the Font Software are set forth below.

3. Ownership

CoType Foundry retain intellectual property rights, title and ownership of any of its electronic data provided by CoType Foundry. 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 license 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), or any other rights, franchises or licenses in respect of the electronic data.

No rights are granted to you other than a License to use the electronic data on the terms expressly set forth in this Agreement. The Licensee further acknowledges and agrees 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.

4. Permitted Uses

This product is licensed only to you and may not be transferred to any third party at any time without the prior written consent of CoType Foundry. You may not modify, translate, adapt, alter, decompile, disassemble, decrypt, reverse engineer, change or alter the embedding bits, the Font Software name, legal notices contained in the Font Software, nor seek to discover the source code of the font data, convert into another font format, create bitmaps, add or subtract any glyphs, symbols or accents, or any other derivative works based on the electronic data in this product. You may not supply, directly or indirectly, any CoType Foundry font data (including the Font Software) to any other firm, business or individual for any type of modifications or updates whatsoever. If you need to modify or update the Font Software in anyway in the future, licensor solely will perform and invoice this additional work at its normal prevailing rates. You may not duplicate, modify, adapt, translate or create derivative works based on the printed materials that may have been supplied with this product.

It is a breach of this license agreement to use the product in any way that infringes the rights of any third party under copyright, trademark, patent or any other laws. In the event of infringing uses by you, this license immediately terminates and you are solely responsible for any such infringing uses including all legal and other damages that may be incurred.

5. Limited Warranty

If the media or the Font Software contained in this CoType Foundry product is found to be defective within 90 days of the date of delivery to you, CoLab Foundry will provide suitable replacements at no charge to you, provided you can provide proof of purchase. This is the sole remedy and warranty available to you. The entire risk of performance and quality of this product is with you. CoType Foundry does not warrant that this product will operate with all other software products, or that it will satisfy your requirements. CoType Foundry entire liability to the Licensee will not extend beyond replacement of defective media or refund of the purchase price.

This warranty shall only apply as long as:

the failure of the Font Software is not a result of any modification of the Font Software other than made by or on behalf of CoType Foundry;

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- any attempt to rectify the failure has been made by or on your behalf has not been made;
 - the failure is not attributable to causes external to the Font Software; or
 - the Font Software has not been used outside of the parameters granted.

6. Limitation of Liability

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.

7. 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.

8. 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 Standard License Agreement and to ensure that they shall strictly abide by these terms and conditions. You agree that you will not export or re-export the Software in any form without the appropriate United Kingdom and foreign government licenses. You agree not to sublicense, sell, lease or otherwise transfer the electronic data without the prior written consent of CoType Foundry.

9. 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.

10. 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.

11. 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.

12. Waiver

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

13. License Agreement

This Agreement represents the entire License 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 Aeonik.co.uk website.

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 license to use the Font Software. After any termination of the agreement you must destroy any copies of the Font Software, including your archival copies.

14. 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@cotyfoundry.com