

## **EULA**

### **App/Game License.**

**Date 14 October 2021**

– We advise that you download a copy of this license for storage along with the purchased font software. Please note that this document can be updated at any time.

– This agreement is between you or ‘THE USER’ or ‘THE LICENSEE’ and Type Department, a trading name of TYPE 01 Ltd.

– TYPE 01 Ltd is a registered company in England and Wales (Company Number: 12024445 / VAT number: 352372509). By downloading and installing font software hosted, sold or owned by Type Department, you automatically agree and are legally bound under of jurisdiction and courts of England and Whales to the terms below.

### **Acknowledgment**

– By purchasing and installing font software sold on Type Department you acknowledge that you have fully read and understood all terms within this agreement. This document suppress any other agreement oral or written between Type Department and the licensee. No variation of this agreement will be accepted other than a written exception created by the Director of TYPE 01 Ltd.

– We reserve the right to modify or amend this agreement / Ender User License Agreement in any way what-so-ever at any time and without notice given.

### **IP Ownership**

– The typeface and / or the software and / or font software represented by this contractual agreement remains the intellectual property of its creator / ‘Seller’.

### **A User, Not An Owner**

– After the full purchase has been made of the appropriate license received by Type Department, you become a licensed user, NOT an owner of the software.

### **Individuals:**

– Licenses that are bought for individuals, selecting the ‘Im purchasing for myself option at the checkout’, allow up to 3 (three) users to have the font(s) installed on their devices.

### **Businesses: A Singular Organisation**

– The license is purchased for use within a singular organisation / entity / with registered offices at a singular address / location. If you wish to use the license across multiple

locations / addresses / offices / business premises (these must operate with the same company) you are required to purchase an enterprise license. Please get in contact with us for a quote.

— The License is for 1 (one) company, for example a Limited / Ltd, GmbH, PTY, PLC, CIA, Corp., LCC, S.A., App, ASA or equivalent company title / suffix. If you wish to utilise a font software license as a group of companies (operated under a holding company) a specific enterprise license must be purchased. Please get in contact with us for a quote.

## **Viruses**

— All font software that is hosted on Type Department is tested prior to its publication. Although Type Department has taken every effort to check the font software for viruses, in no circumstances what-so-ever does Type Department take responsibility for damage caused to a user's hardware, software or loss of income that may have occurred as a result. All software hosted on Type Department are installed at the owner's risk and we, Type Department will not be held responsible.

## **PERMITTED INSTALLATIONS AND USES**

— This License can be used for 1 (one) commercial project and an unlimited amount of personal projects.

— This License is per application whether desktop or mobile OR per game. You are required to purchase a license for each subsequent application OR game the font software is utilised on. If you wish to utilise and embed the font software in an application AND a game, a license must be purchased for EACH activity.

— This License allows for up to 500,000 app OR game downloads. If you go over the license tier that you have purchased, you must upgrade and purchase the appropriate coverage for this extension within 30 days. Please contact us if you require this action.

— If you still have any concerns about usage, simply contact us at [typedepartment@type-01.com](mailto:typedepartment@type-01.com) and we'll happily answer any questions you have as quickly as we can.

## **RESTRICTIONS**

— You may NOT, under any circumstances, adapt, modify, create additional versions/ weight/styles, modify existing characters, add characters, convert, rename font software sold on Type Department.

— You may NOT open font software sold on Type Department in an editing software in order to reveal its structure, organisation or code.

— All the users must ensure that the installed font software sold on Type Department is protected against any means of unauthorised access or against unauthorised use. Font software sold on Type Department may not be installed or used on a server that can be

accessed by Internet, by another external network system (other than LAN) or by workstations which are not part of a licensed unit.

— This license does NOT allow the usage of the purchased font software to be published on social media platforms such as but not limited to Youtube, Vimeo, Facebook, VK, Tiktok, Instagram without a Desktop License (usually purchased for the usage of digital advertising in this instance). E.G A font is purchased for a game's title, which appears in the game, but also on the front (digital or physical), in this instance you would require an additional desktop license to cover this requirement.

— Converting OTF. font formats for use on the Internet is strictly prohibited. This license does NOT permit any conversion or transmitting of the Font Software over the Internet for the purposes of font serving or font replacement by means of WOFF2, WOFF, EOT, SVG & TTF, Cufón, sIFR, TypeKit, embeddable Open Type, or other technologies that now exist or may be developed in the future.

— All licenses are non-transferable. This means you may NOT transfer licenses to any other parties or clients, once the work has been completed, or at any given stage during usage, utilising the font software.

— Any additional party / parties using the font software must purchase their own copy of the license, however you are able to purchase the license on behalf of the client. Please ensure all details of licenses are correct and up-to-date at any given time.

— If you are a design studio / agency / freelancer purchasing the license on behalf of the client, it is your responsibility to ensure all license restrictions, extents and limitations are communication internally. E.G If the client has 1 million monthly web views, you will need to purchase the appropriate license based on their data not you own.

## **FILE FORMAT**

— By purchasing a App/Game License you will be supplied with a font file (supplied in formats OTF.).

— This license agrees NOT to chase the file naming structure.

## **PROTECTION & CREDITS**

— As a licensee you agree to take every attempt to protect all font softwares from re-distribution or access from unlicensed parties.

— The end user of this License agrees to do its best to credit the design credits appear.

— From the moment the use of public by you, the creator the purchased font software and and Type Department is entitled to use your company's name, as well as images and videos of the font use, for marketing reasons only. If you do not wish to comply with this, then please let us know and we can make sure this is adhered to.

## **TERMINATION**

– Any breach of the terms of this Agreement shall be cause for termination of this License. In the event of termination, and without limitation of any remedies under law and equity, you agree to immediately return or destroy the Font Software, at the discretion of Type Department, and certify that no copy remains in your possession or control.

– If the font software is unlicensed, activated and used, this is a major breach of the terms of license. You will therefore agree to retrospectively settle with the appropriate license by paying in full (in GBP Sterling £) for the usage. You must agree to settle this within 7 (seven) working days and pass any information that Type Department requires on page views per month, application (iOS, Android and other platforms) downloads and number of users utilising the font software on computers / or devices.

– Use of fonts without license or adequate licensing will require a license to be paid for the usage on the softwares retrospectively. Type Department reserves the right to charge as it sees fit for time, expenses and legal work undertaken.

– We reserve the right to ask for a copy / proof of this license at any time. Please ensure you retain copies of all receipts (in form of the purchase emails, which is automatically created upon completion of transactions) for licenses you have purchased.

## **VAT (Value Added Tax)**

– TYPE 01 Ltd is a VAT registered company. This means, if you are in the UK we will charge the prevailing VAT rate to all applicable purchases. If you are based in the European Union and are a VAT registered business, by entering your VAT number on our e-commerce platform, you can avoid the VAT charge. If you do NOT hold a VAT number and live within the EU, your location's prevailing rate will be charged on your purchase. If you are outside the EU then you'll only be charged VAT if our sales total to your country has passed the allowance threshold of gross sales or the number of transactions allowed.

**TYPE 01 LTD**

**TYPE DEPARTMENT**

**COMPANY NUMBER: 12024445**

**VAT NUMBER: 352372509**

**United Kingdom**