TYPE COLONY

END USER LICENSE AGREEMENT

Type Colony (referred to as the "Licensor") grants the Licensee access to utilize specific sets of characters of a particular face and size, collectively known as a "Font" or "Fonts."

Your use of the Fonts is contingent upon compliance with the conditions outlined herein, forming a legal agreement between you (the "Licensee") and the Licensor (referred to as the "Licensee"). Upon installing, accessing, and/or using the Fonts, the Licensee acknowledges having read, comprehended, and agreed to abide by this License.

Should you dissent from this License, we encourage you to engage in a discussion with the Licensor. As an independent design studio committed to customer satisfaction, the Licensor embraces innovative approaches to enhance service. Recognizing that Fonts with overly restrictive terms may hinder satisfaction, the Licensor strives to maintain flexible licensing that accommodates diverse workflows.

1. INTELLECTUAL PROPERTY

The Licensee recognizes that the Fonts, trademarks, copyrights (including the copyright of the typeface), and any other associated intellectual property rights exclusively belong to the Licensor. These rights are safeguarded by copyright and other applicable intellectual property laws. The Licensor retains sole ownership of the title, copyright, and other intellectual property rights pertaining to the Fonts. The Licensee does not gain any ownership rights in the Fonts through this agreement.

2. LICENSE AND ACCESS AUTHORIZATIONS

- 1) Free License The Licensee is granted the freedom to utilize a Font for personal purposes without charge, provided that no financial benefit is derived from such usage. Additionally, the Font must not be employed on publicly accessible platforms like websites, applications, or social media profiles, nor in connection with a company logo or any public broadcasts. Should the Licensee intend to use the Font in these scenarios, or for any commercial purpose, the acquisition of the appropriate commercial License is mandatory, in accordance with the specified usage outlined below.
- 2) Weights The Licensee's entitlement extends solely to the selected weights of the Fonts as made available in the downloaded files.

3. CONDITIONS OF USE

- General Conditions The Licensee is prohibited from using the Fonts in any manner that would (i) violate the permitted uses as specified in the License or extend beyond the allowable uses outlined in this License; (ii) grant access to the Fonts to third parties; or (iii) contravene applicable laws and regulations, particularly those related to intellectual property, including copyright, or violate any other local, federal, or international laws. It is the responsibility of the Licensee to select the appropriate License based on the intended and actual usage of the Fonts.
- 2) Use with Any Software The Licensee can use the Fonts with any software that supports them. This includes mainstream software such as Microsoft, Adobe, Canva or any other software retailer's programs, or software the Licensee may have had custom-made.
- Prepress Allowance The Licensee is permitted to transmit the Fonts to their printing services for job execution. However, it is incumbent upon the Licensee to ensure that, upon completion of the job, the service providers promptly remove the Fonts from their systems to prevent inadvertent utilization in subsequent projects. The Licensee bears responsibility for overseeing the Fonts' usage by third parties to whom access has been granted.
- 4) Embedding Permissions The Licensee is authorized to embed the Fonts in specific electronic documents, encompassing PDFs, Flash, and Microsoft Office documents like Word or PowerPoint, as well as multimedia files. However, without explicit written consent from the Licensor, the Licensee is not permitted to embed the entire character set as fonts within electronic documents.
- **Backup Copy** The Licensee can keep one backup copy of the Fonts they have licensed, but the backup medium they use should be secure and only privately accessible.
- **6) Prohibited Uses** The Licensee is expressly forbidden from:
 - (i) Distributing copies of the Fonts or making them accessible to any unauthorized third party;
 - (ii) Uploading or downloading the Fonts on the internet or publicly sharing them through any other means, including uploading the Font to a public internet file transfer or storage channel;
 - (iii) Reselling, renting, giving, leasing, transferring, passing title, or sublicensing the Fonts, either in whole or in part, to any third party or individual not authorized as a user under the License.

- Other Uses The authorized uses of the Fonts are confined to those explicitly outlined in this License. Should the Licensee desire to employ the Fonts in a manner not explicitly addressed by this License, it is imperative for the Licensee to communicate with the Licensor and secure written consent before proceeding with such usage.
- **Accurate Information** The Licensee affirms that all information furnished through the Licensor's website is truthful and accurate.
- 9) Breach The Licensor retains the right to reject purchases from Licensees who have previously violated the terms of their License. Additionally, the Licensee is held accountable for twice the overall costs linked to their unauthorized use of the Fonts, serving as a penalty for contravening these terms.

4. PERSONAL INFORMATION

- Licensee's Data Unless explicitly stated otherwise, the Licensee maintains ownership of the data submitted to the Licensor, encompassing any visit, session, impression, click-through or click-stream data, as well as any statistical or other analyses, information, or data derived from or based on the aforementioned (referred to as the "Licensee's Data").
- Personal Information In order to access specific sections of the website or acquire a Font, the Licensee is required to furnish their name, email address, and potentially other personal information (referred to as "Personal Information"). By accepting the terms of this License, the Licensee authorizes the collection, utilization, and sharing of their Personal Information for the purpose of enhancing and providing services related to the website and Fonts, as well as ensuring the security of the website. This consent is considered granted upon the Licensee's acceptance of the License herein. The Licensor may collect, use, store, or share the Licensee's Personal Information without their explicit consent or knowledge when permitted or mandated by law.

5. GENERAL PROVISIONS

- 1) **Previews** Upon downloading a preview file, the Licensee hereby undertakes not to eliminate any watermarking or other protective measures from the acquired Font. The file is to be utilized exclusively for the purpose of evaluating the suitability of the Font for potential acquisition.
- 2) Age Minimum The Licensee affirms that they are a minimum of eighteen years old prior to engaging in a purchase on the Licensor's website, or alternatively, that they have secured permission from their parent or legal guardian to proceed with the purchase.

- **3) Font Modifications** The Licensor retains the exclusive right, at its sole discretion, to alter the Fonts at any given time.
- **Non-Compliance** In addition to the foregoing, the Licensor retains the authority, at its sole discretion, to terminate the Licensee's access to the Fonts if the Licensee fails to adhere to the terms of the License.
- 5) Limited Responsibility The Fonts are designed for utilization within the ordinary and reasonable parameters associated with font usage. The Licensor can solely assure and support their functionality as fonts within this normal and reasonable scope. The Licensor shall not be held responsible or liable for incidental damages resulting from any use of the Fonts that exceeds or deviates from this specified scope.
- **6) Entire Agreement** The License pertaining to the Fonts constitutes the entirety of the agreement established between the Licensee and Licensor.
- Modification to the License The Licensor reserves the right to amend this License at any time, without the obligation to provide notice to Licensees who have previously placed orders with the Licensor. The version of this License applicable to each set of Fonts is determined by the terms in effect at the date and time of the Licensee's specific Font order.
- Applicable Laws and Jurisdiction This License is subject to the laws of the province of Quebec, Canada, where applicable. In the event of any dispute arising from your use of the Fonts, resolution shall be pursued in accordance with applicable laws by a competent court with jurisdiction in the city of Montreal, province of Quebec, Canada.

6. CONTACT INFORMATION

If you have any requests, questions, or issues pertaining to this License, kindly contact us through one of the following methods:

Type Colony.
Sleman, Yogyakarta
play@typecolony.com
© 2023, Type Colony.

Last updated: Jan 2024