

End User Licence Agreement

Desktop + Web License

for **Arkitype**

**Print and screen use.
One convenient license***

These days graphic design almost always involves design for print and screen — this is why we have a convenient licence for desktop and web uses.

This allows you to install the fonts on your computer, use them in all your software programmes such as Microsoft office, Adobe software etc. alternatively you can embed the WebFonts through @font-face technology in the corresponding web project.

* Applies to purchase of both desktop and webfont licensing.

Contact:

hello@arkitype.co

www.arkitype.co

The following is an agreement between you (the user/licencee) and the foundry Arkitype (licencer / Arkitype, Andrew Footit). If you do not accept these terms, you will not be able to purchase the font software licence and you may not use the fonts.

What you are purchasing from Arkitype is a licence to use our fonts (font software). You are purchasing the rights to use the fonts with respect to the following terms and conditions. You are not purchasing the copyright of the typeface.

Depending on the license purchased, our fonts will be delivered in the following formats: OpenType (OTF), TrueType (TTF), or WebFont formats (EOT, WOFF, WOFF2). Additional formats are available on request, but may require an additional licence.

With the purchase or installation of our fonts you agree to the following:

You are allowed to install the fonts on your computer and embed them on websites via @font-face.

You will be charged once, with the price based on the number of users and/or estimated pageviews per month that you require. Pageviews are time based, are not limited by geography, but pageviews must be for pages that belong to the same organisation/agency and all domains and sub-domains must belong to the licensee.

The use of this font is limited to the number of users and the number of pageviews detailed on the invoice you received with the purchase of the font. If you increase the number of users or pageviews and Ad impressions beyond the number detailed on the invoice, you will lose the right to continue to use the fonts until you update your license to include additional users or pageviews.

You may embed the fonts in static documents (e.g. PDFs). However, you have to take care they are securely embedded (in read/print-only mode), ensuring the recipient cannot extract the fonts.

You may make a back-up copy on a second computer. Registered users of www.arkitype.co are, through their account, able to download fonts they have licenced at any time.

This licence is not transferable. In the event that you do not want to use the font, you may not give your rights of use or licence to a third party and you cannot sell, nor sub-licence the font licence or fonts.

You may not give the fonts to a person who does not own a licence for the font. (In special cases the fonts may be given to a printer, but they have to accept the licence and delete/uninstall the fonts after finishing the job)

You may not embed the fonts into an app, or eBook without a Smart Embedding licence. Contact us, or just purchase one directly in our shop.

You may not embed the fonts into hardware (for example: the displays of washing machines, toasters, or devices like a GPS navigator, eReader). To do that, you will need a custom OEM licence and should contact us.

If the yearly gross revenue of the licensee exceeds \$40,000,000 the licensee is not allowed to use our fonts in their logo, in television broadcasts, cinema movies or in internet streams. Furthermore the licensee may not use our fonts for products that reproduce letter shapes like, for example, house numbers, stamps, craft templates or punched letters. Usage of this sort requires an enlarged and customised licence and, if you are in doubt, contact us for more information.

Broadcast Use. Broadcast, Exhibition, Internet and Film Usage includes, but is not limited to the use of the Font Software to create titling and/or credits for any broadcast via television, on the Internet and/or cable and/or motion picture theatrical distribution and/or exhibition. For use in film or in television broadcasts and **where a license for the same has been purchased**, the terms of any such License are limited to an annual broadcast season or the initial release. Unless otherwise provided for, broadcast usage licensing must be renewed prior to following season (whether original or re-rerun, both foreign and domestic) to retain a valid license. Failure to renew a broadcast, exhibition and film usage license is a breach of this license causing significant monetary harm to Arkitype Design Studio. Please contact admin@arkitype.co for Broadcast Licensing or ask about the additional licensing options we have available.

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You may not alter Font Software in any manner whatsoever. Reformatting the Font Software into other formats or for use in other operating systems is expressly prohibited. Altering or amending the embedding bits characteristics of the Font Software is expressly prohibited. The Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document. Derivative works based upon the Arkitype Design Studio Font Software may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Arkitype Design Studio. Arkitype Design Studio shall not be responsible for unauthorized, modified and/or improperly regenerated, adapted or translated software or derivative works.

Warranty and limitation of liability

Arkitype fonts can be returned or replaced only if they are defective. Defective fonts will be replaced if you have a valid proof of purchase and inform us about the error within 30 days of purchase. This warranty does not apply to font data that has been converted, manipulated or altered by you.

If not caused by gross negligence or malicious intent by us, Arkitype shall not be liable for any consequences, property or legal responsibility – including, but not limited to, lost profits and/or lost data – as a consequence of using our fonts.

Termination

Any violation of this agreement by you, the licensee, will terminate this license. In case of termination, you are obligated to immediately remove all our fonts and all copies from your system and certify this to us, the licensor.

Jurisdiction

This Agreement shall be governed by the laws of the Republic of South Africa. This Agreement shall not be subject to the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded. The court of jurisdiction is in Johannesburg, South Africa.

Miscellaneous

Arkitype reserves the right to modify this license at any time without notice. However, it will not restrict your previously purchased rights within the license. Should a regulation of this contract be invalid in whole or part, the validity of other regulations shall remain unaffected.

Contact

In case of doubt or other questions please contact us at any time: Please send inquiries by e-mail to admin@arkitype.co. On our website www.arkitype.co you can also find alternative contacts.