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

All fees are due and payable 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 (we licence for business purposes only). By continuing you are confirming that you are not a 'consumer' for the purposes of Consumer Credit, Consumer Rights, or Sale of Goods legislation and that you are in business and placing in the course of your activities as a 'trader' (within the meaning of s. 2(2) of the Consumer Rights Act 2015). This includes acting in your capacity as a freelance designer or similar.

You hereby agree to the following:

1. Grant Of License
Subject to receipt of all fees payable under this Agreement, CoType Foundry hereby grants to you a non-exclusive, non-transferrable, non-sub licensable licence to use the Font Software on the web, for styling HTML web pages, using CSS @font-face. You may use Font Software on one domain name (URL) only and subdomains of the same. This does not extend to domains which may visually appear the same, but which use different country codes - for example cotypefoundry.com and cotypefoundry.co.uk would count as 2 different URLs and require separate licences. You cannot link the Font Software files across multiple domains. (Workplace intranets are restricted to these same conditions.) The Font Software may be used on any web site owned/controlled by you. Should any additional or uses not permitted under this license be desired, contact CoType Foundry to request the appropriate license upgrade.

For the purposes of this Agreement, "Font Software" shall be defined as the software code (object and source) which, when used generates the typeface, typographic designs and, if applicable, ornaments or other designs (and the definition of Font Software shall include all elements derived from or created using that software).

Notwithstanding the non-transferrable and non-sub-licensable nature of the licence granted above, you may provide the Font Software to a single developer for the sole purpose of incorporating the Font Software within the site to be hosted at the single domain name referred to herein, and uploading the Font Software to the server to host the same. No other use by any third party is permitted, and you remain at all times responsible for the acts and omissions of the third party who you provide the Font Software to.

2. WebFont Formats
CoType Foundry Font Software for web use is made available in the WOFF2 and WOFF file formats and are generated from the latest version of the desktop font. You are responsible for hosting the files and referring to them with code that you administer. CoType Foundry simply provides the files "as is," and is not responsible for tech and/or design support.

You MAY only put online and/or link to the WOFF file formats provided by CoType Foundry. You MAY NOT put online and/or link to any other file format, including, but not limited to, TrueType or OpenType.

Use of the Font Software with web font technologies other than @Font-Face, such as (by way of example, not limitation), sIFR, Cufon or Typeface.js is not permitted.

3. Pricing
CoType Foundry Font Software are available for a one-time fee, based on the required Monthly Page Views of the website at the domain URL indicated.

"Monthly Page Views" shall mean the number of requests to load a single page on the website (being a collection of web pages that are hosted on one or more web servers, accessed from a common root URL, which, for the avoidance of doubt, includes all subpages of the URL) owned or controlled by you which may be notified to us during conclusion of this order, or following our request.

You are requested to record and control the number of Monthly Page Views by using an analytics tool generally recognised to be able to properly document the number of unique visitors to a website. If you exceed your monthly page views limit at any point you are required to buy additional licenses. CoType Foundry reserves the right to access and audit your records to prove the aggregate number of unique visitors per month is below the maximum limit of allowed visitors that you have purchased licenses for.

If, following an audit, it is found that the aggregate number of unique visitors is above the maximum limit of allowed Monthly Page Views that you have purchased licenses for, then CoType Foundry reserves the right to charge you the shortfall between what was been paid and what is owed.

4. Availability
The Font Software may not be sold, re-sold sub-licensed or otherwise made available, irrespective of the technology or methods used, to any 3rd party or by any Font Software provision service irrespective of whether for payment, in trade or with-out charge.

5. Intellectual Property Rights
CoType Foundry retain intellectual property rights, title and ownership of any and all of the electronic data and materials including, without limitation, the Font Software, provided to you by CoType Foundry or with its consent. 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 licence 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), intellectual property rights, or any other rights, franchises or licences of whatever nature in respect of the electronic data.

No rights are granted to you other than a Licence to use the Font Software on the terms expressly set forth in this Agreement. You further acknowledge and agree 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.

6. Restrictions
This Font Software 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 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 to any other firm, business or individual for any type of modifications or updates whatsoever. If you need to modify or update the font data in anyway in the future, CoType Foundry will solely 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 licence 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 licence immediately terminates, and you are solely responsible to us for any such infringing uses including all legal and other damages that may be incurred.

As stated in section 1, the Font Software may only be embedded into websites using the CSS @font-face technique. The Font Software may not be embedded into any other format or in any other way under this license.

7. Warranties
CoType Foundry warrants that the Font Software licensed under this Agreement will perform substantially in accordance with the W3C specifications set forth at www.w3.org. This warranty will be effective for 30 days after the date this License issues. All warranty claims must be made within the 30-day period and must be verified.

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;
- 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.

8. Limitation of Liability and Indemnity
YOUR ATTENTION IS DRAWN TO THIS CLAUSE

This clause sets out CoType Foundry 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 statue 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.

You are at all times fully responsible for the observation and compliance with these terms and are fully responsible and liable for the acts and omissions of employees, users, and third parties provided access to the Font Software in accordance with this EULA. You hereby indemnify, and shall keep us indemnified, at all times against any and all losses (including retrospective licence fees applicable to unlicensed use, which CoType Foundry shall solely determine), costs (including legal, recovery, and accounting costs), damages, expenses, management time, all whether the foregoing are indirect or direct, foreseeable or otherwise, which we suffer as a result of any breach of this agreement, including the scope of permissions granted, and our enforcement of the same. This clause shall survive any termination or expiry of this EULA.

9. 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.

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

11. 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.

12. 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.

13. 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.

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

15. Licence Agreement
This Agreement represents the entire 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 cotypefoundry.com 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 EULA at any time without prior notification.

Any breach of the terms and conditions of this agreement terminates your licence to use the fonts. After any termination of the agreement, you must destroy any copies of the fonts, including your archival copies.

16. 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@cotypefoundry.com