

END USER LICENCE AGREEMENT (EULA). LICENSE TYPE: DESKTOP & WEBFONT

This End User Licence Agreement is made between you ("the Licensee") and Alberto Romanos Hernández ("Branding with Type"). Please read these terms and conditions of this End User Licence Agreement very carefully as this licence contains important information which will govern your use of this Font Software. By downloading and/or using the Font Software you irrevocably confirm that you have read, understood and agreed to these licence terms and conditions. Once purchased, this Font Software is non-refundable and these terms and conditions are binding.

1. Definitions

"Branding with Type" means Alberto Romanos Hernández, its successors and assignees, its parent and affiliated corporations and its authorised distributors.

"Licensee" means the individual, company, corporation, or other organization subject to this End User Licence Agreement due to their access or use of Branding with Type Font Software.

"Font Software" means the software provided by Branding with Type which, when used on an appropriate Device or Devices, generates typeface and typographic designs and ornaments.

"Device" means any hardware intended to be used by one single user at a time. It includes, but is not limited to, desktop computers, laptops, hard drives or any similar device.

2. Grant of Licence

In consideration of the correct and complete fee paid by you to Branding with Type for this Font Software, the Licensee is hereby granted a global, non-exclusive, non-transferable, on perpetuity licence to use the Font Software subject to all of the terms and conditions of this EULA.

This Branding with Type Font Software contains intellectual property information protected by Spanish and EU laws, by the copyright and design laws of other nations, and by international treaties. Any copyright, trademark and other rights belong to Branding with Type. This agreement grants you the right to use the Font Software, but you do not gain ownership over it.

You have no right to this Font Software other than as expressly set out in this EULA. You acknowledge that all rights (including without limitation any Intellectual Property Rights) not expressly granted to you under this EULA shall be reserved by Branding with Type.

3. Deployment:

You shall ensure that this Font Software is only used and utilised on the number of Devices for which you have been authorised, as specified in the invoice. By means of an example, if you have obtained and paid for a licence for five (5) Devices then you shall ensure that a maximum of five (5) copies of this Font Software are available for use and exploitation on separate Devices. If you use a networked system for your devices then only a maximum of five (5) Devices shall be capable of using this Font Software via the networked system and that such devices shall be operated and utilised by a maximum of five (5) individuals. You shall ensure that any such network systems are configured in such a manner that only the number and type of users in respect of which you have received authorisation to use this Font Software from Branding with Type may and are permitted to access this Font Software in accordance with this EULA.

4. Third Parties Use

You may lend a copy of this Font Software to any freelance, contractor, printer or collaborating entity which you hire for output, provided that they do not use the Font Software for any purpose other than outputting your work (and they are contained among the number of Devices licensed). It's your sole responsibility to ensure any third party don't incurre on any breach of this license agreement.

The Licensee may not sell, rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein.

5. Modifications

You have no right (and shall not permit any third party) to copy, adapt, convert to any other format, reverse engineer, decompile, disassemble, modify, make derivative works or make error corrections to this Font Software, in whole or in part, except the necessary for character subsetting when linking or embedding in accordance with this EULA.

6. Authorised Use

6.1. Print & Static Artwork

You have the right to use the Font Software to create and distribute outlined graphics, logos and artwork in static form for display on any surface including, but not limited to, paper, screens, or physical products. The Licensee may not create products for resale where the output generated with the Font Software is the primary element.

6.2. Document Embedding

You have the right to embed the Font Software, or any part of it, on PDF documents, providing that they are owned by the Licensee and extraction of the embedded Font Software is not permitted. Embedding on Microsoft Word®, Microsoft PowrPoint® or other EPUB documents may be available for an additional fee, please contact us for more information.

6.3. Webfont:

You have the right to use and embed the Font Software on website domains owned by the Licensee regardless of the number of visitors, using the @font-face selector in CSS files. OTF files shall never be embedded on any website.

6.4. Digital Ads:

You have no right to use and embed the Font Software on digital adverts displayed on external domains not owned by the Licensee. Digital ads usage may be available for an additional fee, please contact us for more information.

6.5. Apps:

You have no right to embed the Font Software on any Software Applications (Apps). App usage may be available for an additional fee, please contact us for more information.

6.6. Animations:

You have no right to use the Font Software to create and distribute titles for film/video, motion graphics and animated artwork for display on any screen-based environment, including but not limited to, TV broadcasting, cinema, outdoor advertising, internet streaming or social media. Animation & broadcast usage may be available for an additional fee, please contact us for more information.

7. Termination

This EULA shall automatically terminate upon failure by the Licensee (or any authorized person or member of the Licensee's immediate household to whom the Licensee has given permission to use the Font Software) to comply with its terms. The termination of the EULA shall not preclude Branding with Type from suing the Licensee for damages of any breach of the EULA. The EULA may only be modified in writing signed by Branding with Type.

8. Warranty

Branding with Type makes no warranty, express or implied, that this Font Software is suitable for any specific purpose. Branding with Type will provide the Licensee with basic technical support on the correct installation and exploitation of the Font Software in common software packages and operating systems upon request for a period of thirty (30) days from the commencement of this licence agreement. Once the Font Software has been downloaded online, the software cannot be returned.

Version 1.6. For licences issued from 28 March 2017.