

## End User Licence Agreement Version 1.0

This agreement is between you (the “End User”) and Lettersetal for the use of our font software.

### TERMS:

**End User:** Those who are the beneficiary(ies) of the font(s) use. This is the licence holder also known as the Licensee who is subject to this agreement.

**Employee:** Anyone on payroll of the End User company or organisation, including all or any shareholders/directors/proprietors, or the sole shareholder/director/proprietor/trader.

**Third Party:** Anyone whose services are rendered by the End User who are not defined as Employees above and are not Subsidiaries of the End User or Subsidiaries of the same Parent/Holding Company as the End User.

**Font/Fonts/Font Software:** Fonts provided by Lettersetal that are licensed for use by or on behalf of the End User and the End User alone or test fonts whose usage is subject to this agreement.

### LICENCE GRANT

We grant you a perpetual, non-exclusive, non-transferable licence to use our font software. You can use it in any way you want, like printing, websites, mobile apps, global corporate projects, electronic publications, social networks, videos, and movies. Our pricing depends on how big your company or your client's company is [the End User], and we only consider the number of employees as defined in this agreement when determining the price, not the number of people using the fonts.

### LICENCE OPTIONS

We offer licence brackets for our font software including but not limited to: S, M, L, XL, XXL, etc. These licences are perpetual. Each bracket covers a specific number of employees that the End User has. If you have to account for more employees than are available in the licence options, you will need a custom licence to accommodate them, or, your department. We are open to discussions. Once you purchase a licence, you gain the right to use the font software as outlined in this agreement. You can conveniently purchase licences directly online at [Lettersetal.co.uk](http://Lettersetal.co.uk). If you require a licence beyond the largest option, please contact us at [Letters@lettersetal.co.uk](mailto:Letters@lettersetal.co.uk). We reserve the right to append and/or amend licence sizes and/or costs at any time with no retrospective discounts or refunds offered.

### REFUND POLICY

We want you to be completely satisfied with your font software licence purchase. However, it's important to note that all sales are final, and we do not provide refunds for software licences. Please make your selection of font weight/pack carefully, as we cannot offer refunds or exchanges for any price differences at a later time. If you experience any technical difficulties, please don't hesitate to contact us at [Letters@lettersetal.co.uk](mailto:Letters@lettersetal.co.uk). Our policy reflects the precautions we take to prevent accidental purchases and ensure clarity. By purchasing our fonts, you agree to the purchase terms stated on our website and End User Licence Agreement (EULA). The version of the purchase terms and EULA in effect at the time of purchase will be legally binding.

### **THIRD PARTY SHARING**

The licence holder is granted the right to share the fonts with third parties where the usage of the font(s) is on behalf of the licensee only and within the rights granted by this licence. EXCEPT when the third party is a subsidiary of the same parent/holding company as the licensee OR a subsidiary of the licensee. In which case, the purchased licence must cover the total employee count of both companies. If needed, the new licence must be purchased to accommodate them where the named licensee matches the originally named licensee.

### **BUYING THE FONT FILES ON BEHALF OF A CLIENT OR THIRD PARTY**

As a payment facilitator, you have the option to purchase font files on behalf of your client or third party as outlined above. That said, it is important for your client to be the actual named licence owner, and it is crucial to remember that your client remains responsible for complying with the licensing terms and conditions.

### **TEST/STUDENT LICENCE**

The test licence allows users to evaluate and test the font software by creating test documents, visuals, and web pages. This is solely for the purpose of private evaluation, testing, and pitching/presenting to clients or other interested parties. Any public use of the font software requires a full licence. We understand the importance of trying out a font before making design decisions, which is why our test font files include all glyphs and features. This allows you to pitch projects, test the final font, and save time and effort.

Additionally, we offer students the opportunity to freely use our Test Fonts for study projects and personal projects, both privately and publicly, with proper attribution.

### **DISCOUNTS FOR SCHOOLS AND NON-PROFITS**

Schools and non-profit organisations may be eligible for a discount or special offer, depending on their specific circumstances. To request a discount, they can reach out to us at [Letters@lettersetal.co.uk](mailto:Letters@lettersetal.co.uk) and provide detailed information about their organisation. It's important to note that any negotiated discount must also include proper attribution, as explained in this document.

### **ATTRIBUTION REQUIREMENT**

Attribution is required for public student work or any discounted case as outlined above. Attribution is not required, but is appreciated, for all other uses as outlined in this document.

Attribution can be given in the following or similar format: LettersetalFontName font provided by Lettersetal Digital Type Foundry [Lettersetal.co.uk](http://Lettersetal.co.uk)

### **COPYRIGHT AND TRADEMARK**

The font software we provide is the property of Lettersetal and is protected by copyright law. The design within the font software is also our intellectual property. By purchasing a non-exclusive, non-refundable licence, you have obtained certain rights to use the font software. However, this agreement does not constitute a sale of the font software or its design, either in full or in part. All rights not specifically granted under this licence are owned and retained by Lettersetal.

## **FONT IN USE**

Lettersetal has the right to showcase and share examples of how our fonts are being utilised. This may involve activities like posting on social media, displaying on our website, featuring in books, magazines, lectures, case studies, and allowing third parties, such as design magazine publishers, to do the same. However, we will only showcase projects that are already public and have freely accessible images. Whenever possible, we will provide credit to the authors of the showcased projects. If you are an author of a project and would like to share the results of your font usage, you can contact us by emailing [Letters@lettersetal.co.uk](mailto:Letters@lettersetal.co.uk) or by tagging us on social media.

## **GENERAL LAWFUL USE OF THE FONT SOFTWARE**

Once you have paid the agreed-upon usage fee for any font software purchased from Lettersetal, you will receive a licence based on the number of employees in your organisation. This licence grants you the right to install the font software on as many computers owned by your organisation as you need. These computers can be connected to any number of output devices, such as printers, that are also owned by your organisation. This includes downloading the font software to the memory (hard drive or RAM) of the output devices owned by your organisation, allowing the font software to remain available on those devices.

- You are not authorised to sublicense, sell, lend or lease the font software from Lettersetal. Exceptions apply, as described under **THIRD PARTY SHARING** and **BUYING THE FONT FILES ON BEHALF OF A CLIENT OR THIRD PARTY** sections of this document.
- Under no circumstances may you convert, modify, reverse engineer, decompile, or disassemble the original font software from Lettersetal.
- It is strictly forbidden to manipulate the font in any way that would reveal its structure, organisation, or code. You may not open the original font software from Lettersetal in an editing software for this purpose.
- You may not use the original font software file from Lettersetal to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface.
- You may not repackage the original typeface design, or convert the original font software, into another format for resale, physical or digital. This includes but is not limited to physical formats such as fridge magnets or carved wooden type, or digital formats such as other file formats.
- Using the fonts in a political or religious context without obtaining our permission is prohibited.
- Promoting violence or discrimination (of any kind) through the use of the fonts is prohibited.
- Creating derivative works based on the fonts including using the fonts for a non-fungible token (NFT) is prohibited.
- Using Lettersetal fonts for the purposes of training artificial intelligence is strictly prohibited and any failure to prevent this is in breach of this licence.
- Placing the fonts on public servers is prohibited.
- Adding the fonts to public repositories is prohibited.
- Embedding the fonts in a device for commercial distribution is prohibited and must be accounted for in a special OEM Licence.

## SPECIFIC LAWFUL USE OF PRODUCT

### OEM AND DEVICE EMBEDDING

A special licence must be purchased for embedding the font in any device for commercial distribution such as OEM. Please contact [Letters@lettersetal.co.uk](mailto:Letters@lettersetal.co.uk) to purchase such rights.

### SELF-HOSTING AND EMBEDDING

When you purchase a font software, you receive the right to embed it on an unlimited number of websites, mobile apps, and electronic publications. Additionally, you can use it for broadcasting, as long as you comply with the following conditions. The font software can be embedded in a secure read-only mode, but you are responsible for ensuring that the embedded documents are protected against unauthorised use by any third party.

You are not authorised to embed the licensed font software for the purpose of allowing third parties to create new documents or designs.

The font may not be embedded in a device for commercial distribution as outlined in the OEM AND DEVICE EMBEDDING section of this document.

Any embedding not described here is prohibited. Lettersetal may include additional authorised embedding in the future.

- **WEB** The fonts have to be stored on the same server as the other softwares and assets associated with the licensed company. Technologies other than @font-face are not allowed. The use of third party font hosting services is strictly prohibited.
- **SOCIAL MEDIA** The fonts can be utilised to design social media assets for usage on platforms like Instagram, Snapchat, Facebook, and TikTok, solely for pages related to the company owning the licence.
- **APP/GAME** You can embed the font software in apps (which could be a mobile app, web app, digital point of sale system, etc.) running on iOS, Android and Windows Mobile operating systems. More operating systems may be added in the future. You can embed the fonts into mobile games and video games.
- **ELECTRONIC PUBLICATIONS** You can embed the fonts in Portable Document Format (.pdf), EPUB (.epub), iBook (.ibooks) and Kindle (.azw, .kf8) documents. More formats may be added in the future.
- **BROADCASTING** Broadcasting is authorised.

### WARRANTY DISCLAIMER

Our font software is provided “as is” and we make no warranty, express or implied, regarding the quality, performance, merchantability, or fitness for a particular purpose of the font software.

### LIMITATION OF LIABILITY

We won't be held responsible for any damages, including lost profits or any other commercial damages, that result from the use or misuse of our font software.

## **TERMINATION**

This agreement is effective until terminated. You may terminate this agreement at any time by destroying the font software and all copies. This agreement will also terminate if you fail to comply with any terms and conditions outlined in this agreement. Upon termination, you must destroy the font software and all copies.

## **MISCELLANEOUS**

This agreement represents the entire understanding between us and supersedes all prior agreements and discussions. Any modifications to this contract must be made in writing and agreed upon by both parties. If any part of this agreement is found to be unenforceable, the remaining terms will remain in effect and the unenforceable portion will be replaced by a similar enforceable term. Our waiver of a right or allowance of an action at any time does not imply we will do so in the future.

## **GOVERNING LAW**

This Agreement shall be governed and enforced by the Laws of England. The place of jurisdiction will be England and the parties hereto submit to the exclusive jurisdiction of the English courts for dealing with any matter arising hereunder. This agreement will not be governed by the UN Convention of Contracts for the International Sale of Goods, the application of which is excluded.

**BY USING OUR FONT SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**