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The Special Conditions for each type of license as selected by the licensee are set out below, to which the General Conditions given at the end of this text will also apply:

General Conditions of the license

1. License to fonts

- 1.1. These General Conditions apply to all the types of license identified in the Special Conditions of License.
- 1.2. By purchasing the license the licensee only acquires the right to use the fonts under the conditions stipulated in each case.
- 1.3. This right of use is conditional upon acceptance by the licensee of the terms specified in this EULA.
- 1.4. Expressly excluded from this EULA and requiring a specific license is the use of the fonts in:
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 - 1.4.2. The hardware of original equipment manufacturers (OEM).

2. Right of use

- 2.1. The licensee is authorised to use the fonts according to the services described in the Special Conditions of License. If the licensee wishes to expand or modify such services, they must purchase a new license or amend the existing one.

3. Conditions of use of the fonts

- 3.1. You can only use the fonts for which you have a license for use. Thus if the licensee uses the fonts to create works for a third party, the latter can only use them if they purchase a license for their use.
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4.1. The licensee purchases a nonexclusive, non-transferable license for the fonts listed in their user account or invoice only for their internal company use with the specificities and exceptions provided for in the Special Conditions of License.

4.2. The licensee has no rights to the fonts other than those expressly stated in this Agreement and the Special Conditions of License applicable to it and agrees that Emtype Foundry is the owner of all rights to the fonts and, where applicable, to the software that enables them, including to programming, structure and coding.

4.3. The fonts constitute valuable confidential information and are protected by copyright and subject to the laws of the European Union, international treaties and the applicable laws of the country in which they are to be used.

4.4. All the elements of the fonts, including where applicable the software that enables them, are owned by Emtype Foundry and hence any use of them when not expressly authorised by this EULA constitutes breach of copyright.

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4.6. Modifying the fonts and using the resulting product for commercial purposes is absolutely forbidden.

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5.2. Purchase of the license to use the fonts does not give the licensee any explicit or implicit warranties, including but not limited to implied warranties of satisfaction or fitness for a particular purpose. The licensee acknowledges they are liable for all damages, costs and expenses they sustain or incur arising from or related to the use of the fonts.

5.3. Emtype Foundry disclaims and rejects any liability for any losses, harm, costs or expenses of any kind arising from or related to this EULA, the fonts and, where applicable, their download, installation and use, and expressly disclaims any liability for direct or indirect damages of any kind and due to any reason.

Special Conditions of license: EULA for Websites (Webfont)

1. Transfer of license by this EULA the licensee is granted a non-exclusive and non-transferable license, subject to the terms and conditions of this Agreement, so that they may add the fonts to the number of licensed websites (hereinafter the “licensed website(s)”) with the traffic limit set out below and based on the number of licenses specified in the licensee account or purchase invoice, whereby one license shall be equivalent to use of the fonts on one (1) licensed website, and based on the following conditions:

1.1. The Licensee must use the fonts exclusively on the number of licensed websites with the sole purpose of HTML webpage design using @font-face in CSS files.

1.2. Total traffic, meaning ‘the number of monthly visits per page’, of the licensed website(s) may not exceed the ‘number of monthly visits per page’ stated in the licensee account or purchase invoice.

1.3. The fonts may only be used on licensed websites “owned by” or “controlled by” the Licensee. In this respect, agencies responsible for multiple clients, such as web designers, advertising agencies or hosting providers, shall use the fonts only for the licensed websites and may not extend the use of such fonts among their customers for other websites.

2. Use restrictions

2.1. The licensee shall ensure that licensed websites do not allow end users to access the fonts contained in the software

2.2. The fonts may not be used in interactive web applications where the end user can select fonts and edit the texts on the licensed website using such fonts.

2.3. The licensed website may not allow the use of the fonts outside the website. Consequently the use of the fonts through this type of license to produce goods, products, PDF documents, mobile apps, image files, custom physical objects, etc., is prohibited.

2.4. It is forbidden to use the fonts with font technologies other than @font-face, such as sIFR, Cufón or Typeface.js.

3. The fonts may not be made available to the public or altered in order to add features that they did not originally have and they may not be rented, leased, sublicensed or copied. However, a backup of the software that enables them may be made and must be destroyed at the end of this Agreement.

Definitions

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Use or utilisation of the software means when the user is able to give commands (via the keyboard or another device) that are followed by the software.

The fonts or typefaces are the numbers, letters and symbols which the various media identified in the Special Conditions (app, EPUB, server, website and desktop) support.

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Multipurpose licenses can be purchased for more than six CPUs. Please contact Emtype Foundry for pricing and conditions.

Emtype Foundry

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