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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:

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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:
 - 1.4.1. The hardware of original equipment manufacturers (OEM).
- 1.5. The license is for a single brand, entity or organization (hereinafter the “Company” or “Companies”). The license is based on the total number of internal and external employees within the Company (not the number of users or computers) at the time of purchase. You can buy it directly online up to 1000 employees. Companies with more than 1000 employees have to contact us at info@emtype.net for pricing and conditions.

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.
- 3.2. The licensee may electronically distribute fonts embedded in documents which are for personal or commercial use, provided that the embedding in the document (a) is done in a static graphic image (e.g. a .gif image) or in an attached document, and (b) it is distributed in a secure format that only allows

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3.3. Embedding the fonts in commercial products without the prior authorisation and license of Emtype Foundry and in compliance with the Special Conditions of License is strictly forbidden.

3.4. The licensee is not authorised to convert, alter or modify some or all of the fonts or to create derivative fonts or typefaces with them.

4. Intellectual property rights

4.1. The licensee purchases a nonexclusive, non-transferable license for the fonts listed in their user account or invoice only for their personal or commercial 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.

4.5. Selling, renting, transferring and/or distributing the fonts purchased to third parties free of charge is prohibited as is sharing and/or copying the fonts.

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

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5. Limitation of liability

5.1. Emtype Foundry warrants that the fonts can be enabled according to the specifications published on its website. If the licensee has a problem with the medium that enables them (app, EPUB, server, website or desktop) they should contact Emtype Foundry, who within at most 90 days will replace the medium which enabled the fonts by another one which is operational. 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.

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Special Conditions of license: EULA for Desktop

1. Transfer of license by this EULA the licensee is granted a non-exclusive, limited and non-transferable license, subject to the terms and conditions of this Agreement, so that they may install and use the software on an unlimited number of computers owned and controlled by the Company. If the licensee wishes to increase the number of employees or the location, they must acquire more licenses.

2. Use restrictions

2.1. The computers may be connected to as many output devices as needed (printers, imagesetters etc.)

2.2. The licensee may under their own responsibility provide a copy of the software to a service company (pre-printing, printing) for the sole purpose of printing files in which the software has been used. The service company is not authorised to use the font software in any other circumstances. The licensee shall inform the service company about the content of this license agreement. Ultimately the licensee shall be liable for any breach of this agreement by their provider (the service company).

2.3. The licensee may not copy or transfer the software to other media storage devices that are not expressly authorised as specified in paragraph 'a' above.

2.4. Additionally, the fonts license allows font embedding in PDF files that are not editable (only printable in high resolution) and use on websites as an image (gif, jpg, etc).

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.

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 an unlimited number of licensed websites owned and controlled by the Company with an unlimited number of pageviews (hereinafter the "licensed website(s)"), 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).

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.

Special Conditions of license: EULA for Digital Advertisements

1. Transfer of license by this EULA the licensee is granted a non-exclusive, limited and non-transferable license, subject to the terms and conditions of this Agreement, so that they may:

1.1. Use the fonts on output devices for an unlimited number of impressions.

1.2. Use of the fonts on a server that is owned and controlled by the licensee, or on servers owned and controlled by a third party hosting service or ad server service with which the licensee has a written agreement regarding the use and protection of the font.

1.3. To embed the Font in Base-64 encoded format into Digital Advertisements and publish such Digital Advertisements on output devices for an unlimited number of impressions.

2. Use restrictions

2.1. It is forbidden to set the fonts on the server to provide multi-user access.

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 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. The Licensee is only permitted to embed the Fonts in Digital Ads using the @font-face syntax in CSS stylesheets.

2.5. Following the completed run of Digital Ads embedding the fonts, licensee must immediately delete the fonts from any publicly accessible ad server.

2.6. Licensee is prohibited from redistributing the fonts with any Digital Ad's source code.

2.7. 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.

Special Conditions of license: EULA for mobile applications (App) and electronic publications (ePub)

1. Transfer of license by this EULA the licensee is granted a non-exclusive, limited and non-transferable license, subject to the terms and conditions of this Agreement, so that they may:

1.1. Add the fonts to an application (hereinafter, “app” or “apps”):

1.1.1. In an iOS, Android or Windows Phone application;

1.1.2. In a secure way that does not allow the app user to access the software containing the fonts;

1.2. Distribute such app worldwide, provided the software is not shipped, transferred or exported to any country or used in any way that is prohibited by Spanish and/or European export legislation.

1.3. Add the fonts to an electronic publication (hereinafter “EPUB” or “EPUBS”) in a secure way that does not allow the EPUB user to access the software containing the fonts

1.4. Distribute such EPUBS worldwide, provided the software is not shipped, transferred or exported to any country or used in any way that is prohibited by Spanish and/or European export legislation.

2. Use restrictions

2.1. The fonts can be used based on an unlimited number of apps.

2.2. The maximum number of distributions of a different app is unlimited.

3. Embedding of the fonts is expressly prohibited:

3.1. In apps that make it possible to generate files such as PDFs, text documents, spreadsheets, tagged photos, static images, scalable images, advertisements or other documents or data files.

3.2. In apps which are server components on a server’s architecture.

4. The fonts may only be embedded in an app where they do not represent a substantial component or the primary value or functionality of the APP to which they are added.

5. The fonts may be used based on an unlimited number of EPUBS. Each issue of an EPUB will be considered as a separate publication. Nevertheless, variations of the same issue of an EPUB to adapt it to certain regions and formats will not be considered as different EPUBS.

6. The fonts must be embedded in a file format that protects them by encryption or obfuscation. By way of example, some of the formats that meet these criteria are PDF, EPUB 2.01, EPUB 3 and KF8.

7. The EPUB must be a non-executable file that can be viewed using eBook reader software or electronic reading devices. The software that enables the fonts may not be installed on the operating system that runs the electronic publication.

8. The EPUB must be a non-executable file that can be viewed using eBook reader software or electronic reading devices. The software that enables the fonts may not be installed on the operating system that runs the electronic publication.

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

Definitions

Software or font software means all content downloaded from this website which when installed on the appropriate generates a particular font.

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.

Company is a single brand, entity or organization. The license is based on the total number of internal and external employees within the Company (not the number of users or computers) at the time of purchase. You can buy it directly online up to 1000 employees. Companies with more than 1000 employees have to contact us at info@emtype.net for pricing and conditions.

Personal or commercial use documents are those created and used for commercial purposes of the company. Documents such as stationery, brochures, webpages and apps. This does not include the use of the fonts by persons other than household members, company employees or authorised personnel.

If any of such persons uses the fonts, the licensee shall be required to inform them of this EULA.

Commercial product means any electronic document or data file created using the fonts and distributed to the general public and for which the licensee receives consideration in return. By way of example and not limitation, any distributed e-book, magazine or newspaper is a commercial product.

Mobile application or app is a separate software product, which may be a commercial product, which runs on a platform and is made available by the licensee to end users or by the licensee to a distributor.

Emtype Foundry

Contact us at info@emtype.net