



## Overview

- This license agreement below allows to use the Digital Font for a number of computer (which runs on Mac OS, Windows or similar)
- Redistribution to third parties is not allowed.
- This Desktop License allows Embedding for production and/or internal use.
- Commercial products, digital media Embedding requires a specific license such as: App, ePub, Broadcasting through [typofonderie.com](http://typofonderie.com) only.
- Using fonts on networks, servers requires a specific Server license by server (50K documents/month) through [typofonderie.com](http://typofonderie.com) only.
- Any digital files, eps, illustration, derivative works cannot be given away, or sold without written permission or Artwork license to acquire through [typofonderie.com](http://typofonderie.com) only.
- Using font to layout a website content requires a specific license only available through [typofonderie.com](http://typofonderie.com).
- Typeface credits should be noted in the document credits, colophon and so on.
- License transfer is not allowed without written permission through [typofonderie.com](http://typofonderie.com) only.

## End user license agreement

Please be careful to read this license agreement for the Digital Font you want to use.

### Preamble

Our products are not sold, but are licensed to you as end user. This End User License Agreement (EULA) governs the use of Digital Font as presented on the pages of [ilovetypography.com](http://ilovetypography.com) and/or any Typofonderie catalogs. It is concluded between you (hereinafter: the End user) and ZeAssociates SARL, owner of the Typofonderie® label via [ilovetypography.com](http://ilovetypography.com). By paying, downloading, installing and/or using Digital Fonts, you confirm that you have read and accepted the terms of this agreement whose terms bind you legally to Typofonderie and that you have the legal capacity to contract. If you were not to accept the conditions above and below, do not purchase, access, download and/or install or otherwise use the Digital Font.



## Contract terms and conditions

Except as expressly provided herein, Typofonderie will grant you upon receipt of the full payment a user license defined into your license invoice and concluded into for the duration of copyright as defined by international conventions and begins on the date of acceptance of this contract.

## Ownership of the Digital Font

The Typofonderie Digital Font described on the pages of [ilovetypography.com](http://ilovetypography.com) remains the property of Typofonderie® (owned by ZeAssociates) and/or to Designers having granted exploitation rights to Typofonderie® owned by ZeAssociates are protected by the French Intellectual Property Code regardless of the country in which you are operating, by the copyright laws and intellectual property code, by other international treaties.

**Prohibited:** modifying the Digital Font, disassembling, decompiling, extracting, altering, merging it with other software, using codes (even partial) or the typeface design contained in the Digital Font for purposes other than operation on the licensee's own computers is prohibited and constitutes counterfeiting.

## Definitions

- Artwork: final document prepared for production and professional use.
- Brand: name, term, design, symbol, or other feature owned by a Company that distinguishes an organization or product from its rivals in the appreciation of the customer.
- Broadcasting Content: any image flow and/or film, television, video content for broadcast and/or distribution and/or a projection such as, but not limited to, taking into account technological developments, television, cinema, video, DVD, VOD, Internet, festivals, concerts, etc.
- Company: Legal entity acting on its own behalf and on behalf of its parent company and / or its group, as well as on behalf of all its subsidiaries and / or companies applying the corporate identity guidelines owned by the Company.
- Computer: means a device that manipulates digital information for a specific result based on a sequence of instructions.
- Derivative Artwork (spin): any product created for a commercial purpose, and as agreed by the French Code of Intellectual Property, meaning that any visual element created from any glyph(s) or Digital Font from Typofonderie.



- Device: Any piece of equipment, machine or component that attaches to a computer, tablets, hardware, software, firmware. . .
- Digital Font: means a software that includes typeface designs, outlines, glyphs, letters and their digital metrics when used with the appropriate computer plus any other data including documentation provided with it.
- Digital Publication: Any digital document to be marketed and whose layout and/or content are set in Typofonderie Digital Font(s).
- ePub: electronic publication or Digital Publication in a downloadable file format that can be read and played on devices such as smartphones, tablets, computers, or e-readers.
- Intellectual property: As typographic design, the Typeface generated by the Digital Font is protected by the French Intellectual Property Code following but not limited to the Art. L. 111-1, Art. L.112-1, Art. L.112-2, regardless of the country in which you are operating, by the copyright laws and intellectual property code, by other international treaties.
- Internal Network: means a private, proprietary network resource only accessible by employees of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public.
- Internal User: user belonging to one single company.
- Main User: primary user and signatory of the license acquired by the Company acting on its own behalf and on behalf of the Company.
- Medium (or media): channel or system of communication, information, or entertainment such as publication or broadcast on which information may be stored.
- Mobile App: or mobile application. It's a computer program designed to run on mobile devices such as smartphones and tablet computers downloadable via mobile platforms.
- Mobile platform: standard for Mobile Application operating system, which determines which kind of software can run on iOS (iPhone/iPad), Android, Windows Phone and Amazon App-Shop.
- Non-Commercial: means any project which aim does not primarily refers to a mercantile vocation and/or a commercial purpose and which do not generate benefit received from third party.
- Server: computer in a closed or open network which provides services that are used by the other computers.
- User: Number of users who are authorized to install, use the Digital Font on their own computers.
- Workstation: Any computer which is not a server; this includes, but is not limited to, desktop computers, notebooks, netbooks, tablet PCs, multiprocessor computers.



## Users license: General Use

Typofonderie® grants you a non-exclusive, non-assignable, non transferable license to use the Digital Font subject to all terms and conditions of this EULA for the number of Devices(s), or Medium(s) owned by the user. Authorized users may install and use copy of the Digital Font on up to the permitted number of Computers owned by the user following the specific conditions specified on your authorized user license: See Desktop License. Any other use(s) not included in the Desktop license requires a specific license only available via [typofonderie.com](http://typofonderie.com)

The Digital Font may not be installed or used on a computer or server that can be openly accessed via the Internet or other external network system. You agree that you will not distribute or disseminate all or any part of the Digital Font through any online service. Any Typofonderie Digital Font converted into webfont is prohibited and not covered by this license. Any Digital Font intended to display content on a website page necessarily requires a Typofonderie Web license: each Self hosted webfont is exclusively available on [typofonderie.com](http://typofonderie.com) and can solely be installed inside a web server. Any digital file, EPS file, illustration, or anything derived from our Digital Font must be used according to this original licensing terms and may not be sub-licensed, given away, or sold without written permission from Typofonderie®.



Upgrade which may be purchased at [ilovetypography.com](http://ilovetypography.com) or by contacting Typofonderie® will be required in such and similar cases, but not limited to:

1. If the maximum number of Users which use the Digital Font exceeds those set by this EULA (End User License Agreement) as specified into your license invoice.
2. In case of Desktop License, if the number of users of the Desktop license, who use the Digital Font are in more than one geographic location.

Specific licenses purchased by contacting Typofonderie® will be required in such and similar cases, but not limited to:

1. If the Digital Font is used with a server based application the appropriate Server License must be purchased at [typofonderie.com](http://typofonderie.com) and/or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).
2. If the Digital Font is used on any commercial product: the appropriate Artwork License, App License, ePub License, Broadcasting License, Server License or Corporate License must be purchased at [typofonderie.com](http://typofonderie.com) and/or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).
3. If the Digital Font Is used to create digital files, eps, illustrations, artworks: the appropriate Artwork License must be purchased at [typofonderie.com](http://typofonderie.com) and/or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).
4. Embedding in all Devices or Mediums: commercial electronic devices; video games; games consoles: the appropriate App License, ePub License, Broadcasting License, Server License, Corporate License must be purchased at [typofonderie.com](http://typofonderie.com) and/or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).
5. You have to display a website page: see above Self-hosted web License, Digitals ads License.
6. You need to display the font inside a Digital Advertisement: see above Digitals ads License.



## Desktop License – rules & restrictions

This End User License Agreement (EULA) is available for the Desktop license from which rights depend, according to device on which Typofonderie typeface is installed or used.

This Desktop License grants you the rights to use each Typofonderie Digital Font on a computer (which runs on Mac OS, Windows or similar).

– Any licensed Digital Font can solely be installed and used by the maximum number of users listed on the Desktop License invoice purchased.

### **1 computer = 1 end user.**

– This license is valid indefinitely, for the maximum number of users specified in its license invoice.

– After full payment receipt, whatever the maximum users number, the entity listed into the Desktop license invoice remains the only license owner which must be located on one single geographical distinct site.

– Any embedded font used upon electronic or digital file for commercial purpose is not allowed with a Desktop license and requires the acquisition of the relevant licenses at Typofonderie.

## Backup & Transfer

For the exclusive purpose of data backup, additional backup copies of the Digital Font can be made. The Digital Font or documentation may not be resold, rented, leased, sub-licenses or lent to another person or entity. Upon termination of the Agreement, you must destroy the original and any and all copies of the Digital Font. The unauthorised sharing, lending, renting, sale, or other unauthorised use or misuse of the back-up copy is a material breach of this Agreement and will result in the immediate termination of this License. Any transfer to a third parties requires a specific agreement contracted with Typofonderie®.

## Typeface credits

The end user of this License agrees to do its best to credit Typofonderie in conformity with the French Intellectual Property Code, and international conventions and to the copyright regulations by indicating: Digital Font name, © designer name, Typofonderie in the colophon or/and any place when generally printer name and generals credits appear.



## Working with clients, third parties

If you purchase your own license as a graphic studio, design, an advertising agency, a digital or web agency, the ultimate end user (your client) should also purchase the corresponding user license for their intended use of the Digital Font. If you purchase a user license on behalf of your customer, your client must accept the corresponding workstation or media end user license on [typofonderie.com](http://typofonderie.com) before any download and installation of the concerned Digital Fonts. Furthermore, any project by you as an agency or studio on behalf of your clients requires you to purchase the corresponding license for your own use even if it's on the behalf of your clients. Any of these cases require the corresponding new license(s) or special upgrade(s) should be purchased via this [ilovetypography.com](http://ilovetypography.com) website or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).

The original license does not extend to uses by temporary employees or independent contractors using the Desktop license of the Digital Font. Users licensed are not allowed to send documents to third parties by including the Digital Font file composing content of the document. Content of any document sent to any third party must be vectorized or embedded inside an image (.PNG,.JPG,.TIFF...) or within a secured PDF format only for your own Personal or Business Use.

## Embedding

Embedding of the Digital Font into electronic documents, applications, Digital Publications, Mobile Applications, Broadcasting Content, internet pages or devices is only permitted as a subset of the Digital Font as long as the document, application or device is distributed in a secure format that enables solely the viewing and printing but not the editing of the text (read-only) and only for your own Personal or Internal Business Use. Any recipient of an electronic document which permit the use of the Digital Font for editing must necessarily belong to the corresponding Licensed Unit.

– You need a specific license from Typofonderie to use the Digital Font embedded inside documents, applications, internet pages, web applications or devices permitting editing of the text. Also, if your documents, applications, devices shall be distributed to third parties or if the Digital Font is embedded as a subset. The appropriate Artwork License, Self hosted web License, ePub License, App License, Digitals ads License, Server License, Broadcasting License, Corporate License must be purchased at [typofonderie.com](http://typofonderie.com) and/or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).



## Server uses

The Digital Font may not be installed or used on any internal or external server from which, the Digital Font can be openly accessed via the Internet or other external or Internal Network system. Any Digital Font must be installed on secured server so that none of the remote users can neither have access any of the Digital Font file, nor being able to download the Digital Font, in any manner.

The sole cases are authorized:

- The server must necessarily be secured, so that it is impossible for any user to be able to download neither to access to the Digital Font file.
- The server can set text but cannot in any manner download neither having access to the Digital Font file.
- The corresponding Server License must be purchased at [typofonderie.com](http://typofonderie.com) and/or contact us for specific needs [typofonderie.com/contact](http://typofonderie.com/contact).

## Liability and termination of the end user licence agreement

The end user commits himself to undertake all necessary steps to prevent unauthorised access to the Digital Font delivered with your end-user license and to any copies of such. The end user agrees to inform the end user's employees or any person who has access to the Digital Font to ensure that they shall strictly abide by these terms and conditions described in this end user license agreement. This end user license agreement shall automatically terminate in the event that the end user breaches any term or condition set forth herein. Notwithstanding any termination of this License, Typofonderie reserves itself the explicit right to assert any further claims (specifically information, compensation for damages, etc.). This end user license agreement may only be modified by a writing signed by an authorised officer of Typofonderie. In the event that the end user would not comply with the clauses of the present end user license agreement, Typofonderie reserves itself the explicit right to immediately terminate this License Agreement, without any financial compensation, whatsoever. In this case, the end user would have to turn over the Digital Fonts, its components and digital data to Typofonderie, and destroy all the copies held by him within seven (7) days starting the date of termination, thus prohibiting any further use. At the request of Typofonderie, the end user would be obliged to provide written confirmation that said deletion has occurred.





## Warrants and Disclaimer

The Digital Font, is provided “as it is”. Typofonderie does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Digital Font rests upon you. Typofonderie does not warrant that the functions contained in the Digital Font will meet your requirements or error are Free. Any implied warranty obligation created by law is valid for a period of thirty (30) days only. You agree that there are no warranties of any kind after the above period. Typofonderie cannot be held responsible for damage caused or supported by the end user and/or third party resulting from a misuse of the Digital Font. Typofonderie reserves the right to amend or modify this End user license Agreement at any time without any prior notice, in order to account for future commercial and technical changes.

## Applicable law and jurisdiction

This end user license agreement is subject to and will be interpreted in accordance with the laws of France. Any dispute which may arise relating to the existence, making, validity, interpretation, and/or the execution of this contract agreement will, in the absence of amicable settlement, take place before the Court of Paris (75) (France).