

*This is a modified version of Tiro Typeworks' General License Agreement covering font use licences purchased through I Love Typoraphy Ltd. This agreement differs in some terms from that covering font use licenses purchased directly from Tiro Typeworks Ltd or from other distributors. It has been adjusted to reflect I Love Typography's tier model and use cases.*

*When you purchase a font use license from I Love Typography Ltd, you will receive with the font a personalised record of the purchase (the 'Order Summary') stating the license type and limitations. Those limitations and the terms of this General License Agreement together constitute the individual and specific license to use the fonts.*

Questions regarding the terms of this Agreement should be directed to [licensing@tiro.com](mailto:licensing@tiro.com)



## General License Agreement

Hello. This License Agreement ('Agreement') is a legal contract between the licensed user ('you'), and the licensor, Tiro Typeworks Ltd. ('Tiro'). Please read it carefully. If there is anything in this Agreement that you do not understand, please contact Tiro for clarification.

Tiro hereby grants to you a non-exclusive license to use a Font from Tiro under the terms of use stated in this Agreement.

This Agreement takes effect when you download or use the Font, and is governed by the laws of the Province of British Columbia, Canada. If you do not agree to or understand the terms of use, do not download or use the font. Tiro expressly reserves all rights not granted to you in this Agreement.


**FONT:** For the purposes of this Agreement, the 'Font' is defined as the font software, the design embodied and instantiated in that software, and all supplemental materials provided along with the font software, as well as any future versions or upgrades.

**LIMITATIONS:** The license granted in this Agreement is governed by 'limitations' that define the maximum number of allowed Font desktop computer installations, unique website visitors for websites using the Font, and number of mobile apps or e-books using the Font. The limitations of your license can be found in your Order Summary. If you do not have an Order Summary, or if a specific use is not specified, the assumed limitation is zero (0) and you should not use the Font in that way.

### General Terms

**INTELLECTUAL PROPERTY:** The Font is the exclusive property of Tiro or the original owner of the Font (in which case it is being distributed under license by Tiro and/or Tiro's licensed distributors or resellers), and is protected under various domestic intellectual property laws and relevant international treaties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Font, the materials associated therewith and any copies thereof and all rights not expressly granted are reserved by Tiro.

**DISTRIBUTION:** Except in very specific instances described and permitted in this Agreement, you may not distribute (share, rent, lend, give away, sell, or sub-license) the Font. You may not store copies of the Font on any public repository. You agree to take best efforts to prevent others from accessing, distributing, or serving the Font.



**MODIFICATIONS:** You are allowed to convert text set in the Font into outlined vector files. You may also modify the font software itself, as long as it is for your own purposes only and you do not distribute the modified font or the software. Any modified versions of the Font remain the property of Tiro or the copyright owner in the Font, as the case may be, and are subject to the same Agreement. You are required to send a copy of any modified version of the Font to Tiro, who reserves the right to incorporate these or similar modifications into future versions, upgrades, or other fonts. Tiro is under no obligation to enter into any financial arrangement with you regarding incorporation of your modifications into Tiro products, nor to credit or acknowledge you. A modified Font must have an appropriate identifier, e.g. your name, appended to the name of the Font (this is both a legal requirement of this agreement and sound practice for technical reasons, avoiding possible conflicts and font cache corruption).

**SUBSETTING:** You are permitted to subset the Font to reduce file size for web use or app and e-book embedding, and to produce your own webfont format file from the subset font. You must not use any subsetting system or service that involves uploading the fonts to a public or third-party server. Tiro accepts no warranty or liability for subsetted fonts made by you.

**LICENSE TRANSFER:** You are allowed to transfer the license granted in this Agreement to another individual, company, or organization (the 'Transferee') so long as they following conditions are met:

1. You must delete all copies of the Font that you possess or control;
2. You must notify Tiro of the transfer and provide the name and contact information for the transferee;
3. The transferee must agree to the terms of this Agreement and register with Tiro as the new holder of the license; the transferee assumes all rights and responsibilities as the licensed user under this Agreement.

**LICENSE UPGRADE:** If any of your uses exceed the defined limitations in your Order Summary, you must purchase an upgrade to your license.

**TEST LICENSE:** If the Font name includes the word TEST, or your Order Summary includes the phrase 'For Testing Purposes Only' or does not explicitly define limitations, you are restricted to using the Font for internal testing purposes only. You must upgrade to a full and appropriate license before delivering or publishing any work—including pitches, proposals, and design concepts presented to clients—that uses the Font. Test fonts may not be shared with any third party, and the Service Bureau terms of use below do not apply to test fonts.

**LETTERFORM LICENSE:** This Agreement does not permit the Font to be used in 'letterform products' that utilise font glyph shapes as de-textualised aesthetic content of an object independent of linguistic communication. Examples of letterform products would include sets of individual letters or numerals in any medium, such as house numerals, pillows, chocolates, whether in the shape of or displaying the de-textualised glyphs. Such use requires a separate Letterform License that may be granted at Tiro's discretion and may involve per unit royalty fees.

**SPECIAL LICENSE:** Any use or distribution of the Font not expressly permitted in this Agreement must be separately authorised in a Special End User License Agreement. Tiro reserves the right to permit or prohibit any specific use or distribution at its sole discretion.

**AMENDMENTS:** In the event that new technologies and use scenarios may require amendments or clarifications to this Agreement, Tiro reserves the right to unilaterally change the terms of the Agreement, effective from the date of publication of such amendments.**UPDATES:** Tiro may, from time to time, publish updates or upgrades to the Font. Such updates or upgrades may be issued to you under the existing Agreement and Order Summary, or may require a separate Agreement and new Order Summary, at Tiro's sole discretion.

## **Terms of Device Use**

This Agreement allows you to install and use the Font on individual computers or other electronic devices belonging to or in regular use by the number of Users defined in your Order Summary, or to install the Font on an internal network server to which an equivalent number of individual workstations are attached. All of these devices/workstations must belong to the same individual, company, or organization that is licensing the Font. You may not install the Font on any external access server that makes the fonts available for use by third parties. If you sell, give away, or otherwise dispose of a device you must remove all copies of the Font from that device before doing so.

You may use the Font on these devices to create any file type or physical output in which the Font is not embedded or delivered externally to support display of the file, with the exceptions noted here:

**DOCUMENT EMBEDDING:** You are allowed to embed the Font in document formats that allow embedding, such as PDF. The Font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete Font from the document, or creating or editing new content using the Font. Embedding in mobile apps or e-books is subject to a separate set of terms and is subject to separate limitations.

**SERVICE BUREAUS:** If printing from a PDF with embedded font is not an option, you are permitted to send the Font to a printer or service bureau for the sole purpose of production of your job. When the service bureau is finished printing your job, they must destroy all copies of the Font.

**BACKUPS:** You may create a reasonable number of copies of the desktop Font for backup purposes, as long as backup copies cannot be accessed by anyone other than licensed users.

## **Terms of Web Use**

This Agreement allows you to use the Font on websites using the CSS @font-face rule, so long as that website does not exceed the web traffic limits defined in your Order Summary.

**TRAFFIC:** You are allowed to serve the Font, in webfont formats, on a website that receives a limited number of unique visitors per month as defined in your Order Summary. If you exceed the limit for three consecutive months, you must upgrade your license. Tiro reserves the right to inspect or monitor your use.

**DOMAINS:** You are required to identify and register all domains where the Font is served via @font-face. You may contact Tiro at any time to register an additional domain. You are not limited to a specific number of domains or subdomains, so long as all websites using the Font are operated by you, and the cumulative traffic does not exceed your web traffic limitation.



**SERVER:** You must host the Font on the same server as your website, or on a content delivery network where you host other website assets such as graphics. You must make best efforts, including use of Cross-Origin Resource Sharing (CORS) headers, to prevent unlicensed use of the served font by other people.

**HOSTED SERVICES:** In addition to hosting the Font yourself, you are also permitted to host the Font via any hosted-service through which Tiro has chosen to make the Font available. You may not yourself add the Font to any public webfont-hosting service, or host it in a way that allows for unauthorised use.

**FORMATS:** For web use, you are limited to serving the Font in WOFF and WOFF2 formats, and in EOT format only to older versions of browsers that do not support WOFF and WOFF2. You may not use desktop formats such as OTF and TTF. If you have questions regarding these or other formats, please contact Tiro.

## **Terms of E-book Use**

This Agreement allows you to distribute the Font by embedding it in a limited number of electronic publications ('e-book', 'eBook', or 'ePub') specified in your Order Summary. An e-book is a single title or a single part of a series, or up to four numbers of a journal.

The general terms regarding Document Embedding apply to e-books: the Font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete Font from the e-book, or creating or editing new content using the Font.

## **Terms of App Use**

This Agreement allows you to distribute the Font by embedding it in a single application ('app') for mobile devices such as phones and tablets, as specified in your Order Summary. An app is a single title or single part of a series; platform-specific versions with the same name and functionality may be counted together as a single app. The anticipated or actual number of annual downloads of the app must not exceed that recorded in your Order Summary. If you exceed the stated limitation on number of downloads, you must upgrade your license.

You may not install the Font on a mobile device system in a manner that makes it available for use other than in the app(s) for which it is licensed, and must make best efforts to secure the Font and protect it from extraction and unauthorised use.

## **Finally**

**RIGHTS:** Tiro reserves all rights not otherwise specified, makes no guarantees, and disclaims all warranties except those that by law may not be disclaimed.

**COMPLIANCE:** You are required, should Tiro request, to provide complete and accurate information demonstrating compliance with the terms of this Agreement and the limitations stated in your Order Summary. Tiro may, upon at least 10 days' notice, require an audit of your records or devices, to be conducted by Tiro or a designated third party, to ensure compliance. All information received in response to such a request or audit will be treated as confidential by Tiro, except as may be reasonable to enforce the Agreement.



**VIOLATION:** If you violate any of the provisions of this Agreement, in addition to any damages the violation may cause Tiro will be entitled to payment by you of the costs incurred to investigate and address the violation, enforce the Agreement, and/or finalise a settlement, including reasonable investigators' and attorneys' fees.

**TERMINATION:** This Agreement remains in effect until the license is terminated.

To terminate this Agreement, delete all copies of the Font (in all formats, including embedded files) and notify Tiro that you have terminated your license.

If you choose to terminate a license within 30 days of your original purchase, Tiro will refund your payment only if you have not delivered or published any work that uses the Font.

Tiro reserves the right to terminate the license if you breach any term of this Agreement, without the obligation of notice or opportunity to cure. That said, Tiro will make a good faith effort to allow you to upgrade your license so that you can operate within its terms. Grounds for termination include:

1. Using the Font outside of the terms set in this license;
2. Exceeding the agreed-upon limitations without purchasing an upgrade;
3. Unauthorised distribution of the Font, or other breaches of the terms stated above.

If Tiro terminates the license, you must delete all copies of the Font.

**LIABILITY:** Under no circumstances is Tiro responsible or liable for any issues or harm or physical damages that may result from the use of the Font. Tiro's liability to you for costs, damages, or other losses arising from your use of the Font—including third-party claims against you—is limited to a refund of your license fee.

The Font is provided 'as is'. If you encounter a problem with the Font, Tiro will make a good faith effort to provide you with documentation and support. If no solution can be found, Tiro can offer you the option to terminate the license in exchange for a refund. A refund is not guaranteed in every instance and is at Tiro's discretion.

**LEGAL USE:** Tiro reserves all rights to modify, enforce, and terminate this Agreement to the extent that it is permitted by law. You are responsible for making sure that you are in compliance with all laws, foreign and domestic, that might apply to the licensing and use of the Font.

**QUESTIONS:** If you have any questions or concerns about this Agreement, contact Tiro at any time.

Thank you for abiding by the terms of this Agreement.

*Thank you to [David Jonathan Ross](#) and [Darden Studio](#) for their permission to base aspects of this license agreement on their own.*

