



A2-TYPE Terms & Conditions for Download and Use of all A2-TYPE Fonts and Font Software.

Long version:

This page (together with our Privacy Policy) tells you information about us and the legal terms and conditions (Terms) on which we license any of the products (Fonts) listed on our website (Website) to you.

These Terms will apply to any contract between us for the sale of Fonts and the corresponding software required to utilise the Fonts (Font Software) to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Fonts from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you must not order any Fonts from our site.

We may amend these Terms from time to time. Every time you wish to order Fonts, please check these Terms to ensure you understand the terms which will apply at that time.

A2-TYPE is a division of A2/SW/HK Limited, a company registered in England and Wales with company number 5406498 and its registered address at 372 Old Street London EC1V 9LT. We operate the website www.a2-type.co.uk

A2-TYPE Font licenses. We offer 5 types of licenses:

Print (Desktop).

Webfonts (Self-hosting).

App/Electronic publications/Mobile/Software application (Dynamic and static embedding).

Broadcast (Film, Cinema, TV, Online).

Company Server License [Office location specific].

If you are unsure which license to purchase then please contact us directly:
info@a2-type.co.uk

We grant the rights of use of our Fonts to you in good faith, and request that you adhere to the terms of this agreement to the best of your ability, and in good faith.

For any licensing terms not provided for on our Website, please contact us.

Print (Desktop).

The right to use the Fonts for [COMPUTER DEVICES]. When purchasing a Print fonts license, the fonts are provided in CFF-flavoured OpenType format. You may use the Fonts on the maximum number of devices within your organization as specified in the licence table. You can purchase additional licences at any time to grant you the rights to use the Fonts on additional devices. The Fonts may not be used with any web font replacement technologies or be embedded in a software application without the purchase of supplemental licensing. (Please read the end user license agreement for further details).

Webfonts (Self-hosting).

The right to use the Fonts [ON WEBSITES]. When purchasing a Webfont license, the Fonts are provided in EOT, SVG, WOFF and WOFF2 formats for self-hosting. You must purchase a license for each unique domain you want to use our fonts on. There is no limit to the amount of sub-domains you can use the font(s) on. For example: <http://example.com> (domain) + <http://news.example.com> (sub domain) + <http://store.example.com> (sub domain) and so on. All domains and sub-domains must be registered to your organisation / company, and you must not exceed the amount of unique visitors per month your licence permits. Further licences can be purchased if the amount of unique visitors per month changes.

App/Electronic publications/Mobile/Software application (Dynamic and static embedding).

The right to use the Fonts for Mobile or Software Applications including Electronic Publications. When purchasing a Dynamic and/or Static embedding licensing, the Fonts are provided in CFF-flavoured OpenType format for incorporation into the code package of a software application across multiple operating systems, including iOS, Android, and Mac OS. Additional formats are available upon request and we will notify you of any additional charges prior to supplying the same. The Fonts may be used on subsequent generations and versions of the same software application(s).

Broadcast (Film, Cinema, TV, Online).

The right to use the Fonts for Film, Cinema, TV, Online: When purchasing a Broadcast license, the Fonts are provided in CFF-flavoured OpenType format for incorporation into an audio-visual product, which, without limitation, may be in the form of film titles, film subtitles, cinema advertising, TV advertising or online showing. It is your responsibility to ensure that the Fonts are suitable for and properly embedded in your chosen media.

Company Server License [Office location specific].

The right to use the Fonts, Office location specific. When purchasing a Company Server License, the Fonts are provided in CFF-flavoured OpenType format for installation on your company server(s). This means that up to 20 employees across your organisation have access to the Fonts without having to install the Font files on their local / personal computers. The Company Server License allows for installation in font Managing software such as Extensis Suitcase Fusion, FontExplorer X Pro and FontAgent Pro. If you use another Font Managing system than what is listed then please contact us to verify the rights to install our Fonts. Company Server License is granted per office and for one company address only. The Fonts can not be shared between servers in multiple offices across cities or countries. We are available to accommodate you and discuss any requirements in addition to the standard license offered on our website.

A2-TYPE, EULA (End-User Licence Agreement)**Version 2.02, 2016.05**

This EULA constitutes a binding legal agreement between you and us and forms part of the Contract. By installing or using the Fonts or Font Software, you acknowledge that you have the authority to be bound by the terms of this EULA and that you represent and have the right to bind to the terms this EULA the person, company or other legal entity specified as the buyer of Font Software on the invoice. By installing, downloading, or using the Fonts or Font Software, you confirm that you have read, understood, and agreed to the terms of this agreement.

Licence

We grant to you a limited, non-exclusive, non-transferable licence to install and use the Fonts and Font Software. The licence shall only take effect once payment is made and on the terms stipulated on our Website for the applicable licence.

You are not allowed to copy, transfer, lend, licence, lease, sell or distribute the Fonts or Font Software in any form other than what is explicitly stated in this EULA.

Each EULA is granted for one purpose so that the Fonts may not be used over separate media controlled by the same company or by several companies within a group of companies without obtaining a separate licence. For example, media publishers owning several publications must acquire licences for each publication and cannot share one licence across the whole organization.

You are permitted to make one copy of the Font Software for back up or archival purposes only. Upon termination of this agreement, the original Font Software must be destroyed together with the backup copy.

All rights not expressly granted in this EULA are reserved to us.

Payment

We accept payment via PayPal only.

Refund

Once a Font has been downloaded, you will not be entitled to a refund. If the Fonts we supply to you are faulty or mis-described, please send details of the issue to info@a2-type.co.uk and we will do our best to rectify any issue and/or re-supply the Font file(s).

These terms do not affect your statutory rights.

Copyright

All copyrights and all and any other rights in the Font and any corresponding materials including (without limitation) the design, art work, metadata or Font Software are A2-TYPE's sole property throughout the world.

When purchasing a licence from us you are not purchasing the copyright to the design of the Fonts, but the rights to use the Fonts.

You are not permitted to change the design of the Fonts in any manner including by adding, deleting, modifying or in any other way changing or tampering with the design or software including, but not limited to, the metadata and copyright notices in the Font Software.

You agree that any rights in and to any updates or variations of any Fonts shall automatically be our property.

Reseller / Font agent / Font broker:

We do not allow for a third party to negotiate font contracts or licenses of any of the Fonts for clients on our behalf. We do not offer or work with font brokers or font reselling agents in any way or form. Clients or their respective design or brand agency managers must obtain licences directly from us.

Generate fonts for specific needs / Font formats:

You are not allowed to produce or convert ANY of our Fonts or the font files supplied. To do so would be a breach of our copyright. You are not allowed to alter the format of any Fonts to create your own Fonts or any other font format. If you require a font format that is not displayed on our website then please contact us direct and we will try to assist you.

Producing gift items or products:

You are not allowed to produce or sell products or any other gift item showcasing or in any way incorporating the following Fonts: 'Zadie', 'Vogue Floral', 'Flowers', 'Eyes Lies' and 'Ergonomics'. We may agree to grant special product licenses and encourage you to contact us directly to discuss your specific needs: info@a2-type.co.uk.

Embedding of Fonts

Embedding shall mean the creation of documents which contain the Font Software purchased under this EULA in whole or in part. For example by using any kind of technology for embedding fonts on the internet, in Adobe PDF or CSS files, in TrueDoc or Flash files.

Embedding of Fonts is not allowed except in the ways specifically described in this EULA and only where embedding is done in a way that allows only viewing and printing.

Embedding shall be permitted when using Fonts on the internet or other forms of digital publication in a way where the Font Software is not embedded, but the Fonts are displayed as image files such as JPEG, PNG, TIFF or BMP-files where it is not possible to 'grab' or extract the font software in any way. Such image formats are allowed as long as the image files do not feature more than 50% of the character set in the Font Software and as long as any image files feature fixed images, do not feature outlines of the Fonts, do not permit alteration by third parties and do not contain elements from the Font Software that are larger than 500 pixels in height. When embedding the Font Software in a workflow PDF for the purpose of providing a document to an outside supplier (e.g. to a supplier of printing services). In such cases the workflow PDF must

comply with the following specifications: workflow PDFs must be transmitted individually on a one-by-one basis on a closed-network which is not publically accessible. A workflow PDF may not be made available in any manner which would enable a member of the public to download the Font Software e.g. on a publicly accessible web page or comparable format.

A Font may only be embedded on a website using the CSS@FontFace rule.

When embedding the Font Software in flash files (SWF format) for the purpose of creating vector graphics for web pages the following restrictions apply: Flash files must be 'static' and not 'dynamic' in order to prevent any third party from extracting, copying, modifying, or any other way gaining access to the Font Software. Flash files must be configured as 'Protect from Import'. Flash files must have 'subsetting' enabled and limit the number of characters from the Font Software that are embedded. A font hosting service that prevents the Fonts from being downloaded in full by the end-user must be used. Contact A2-TYPE Support for further details and information on font hosting services and licencing for other dynamic and editable embedding requirements.

Termination

We reserve the right to terminate the EULA, in case you do not comply with the terms of the Contract. On termination, the license granted in this EULA is immediately cancelled, and once notified by us you must destroy all Font Software supplied by us and immediately stop using the Fonts or Font Software.

By agreeing to this EULA, you automatically waive any challenges to, defences or claims to defence, as regards to our right to the Font Software and our rights to terminate this Contract in the manner stated above.

Liability

We have used our best endeavours to produce the Fonts to the highest and most up-to-date technical standards. We test the Fonts extensively in the latest versions of technically-compliant applications. If you do experience any difficulties with our Fonts, we will use our reasonable endeavours to work with you to resolve any technical issues in the Fonts.

Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (d) defective products under the Consumer Protection Act 1987.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

We will not be liable for any viruses, bugs, errors or similar.

If you are a business:

We only supply the Fonts for internal use by your business, and you agree not to use the Fonts for any resale purposes.

We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) any loss of profits, sales, business, or revenue; (b) loss or corruption of data, information or software; (c) loss of business opportunity; (d) loss of anticipated savings; (e) loss of goodwill; or (f) any indirect or consequential loss.

Our liability to pay any kind of damages is under all circumstances limited to the price paid for the goods supplied or replacement of the Font Software either of which shall be at our sole discretion.

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Fonts. Any representation, condition or warranty which might

be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Fonts are suitable for your purposes.

If you are a consumer:

We only supply the Fonts for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence.

General:

You acknowledge to be bound by the terms and conditions of this EULA and further agree that the EULA is the complete and exclusive statement of the agreement between A2-TYPE and you which supersedes any prior proposal, prior agreement (oral or in writing) and any other communications relating to the subject matter of this EULA. No variation of the terms of this agreement or any different terms will be enforceable in the absence of an express written amendment including a written express waiver of the terms of this EULA.

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under this EULA.

You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

If you are a consumer, please note that the Contract is governed by English law. This means a contract for the purchase of Fonts through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

If you are a business, you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims), however, nothing in these terms shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking by us of proceedings in any one or more jurisdictions preclude the taking by us of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.