

# End User Licence Agreement

Dr. Rosemary Sassoon and Adrian Williams (hereafter referred to as Supplier) grants the purchaser (hereafter referred to as End User) a non-exclusive licence to use the items provided in this package, file or other delivery media which contains application software and digital outline font software (hereafter to be referred to as Products).

## Delivery

The End User is bound by the terms of this Agreement upon one of the following;

- a) upon shipment by Distributor of any unsealed and accessible Products to End User;
- b) upon shipment by Distributor of any sealed Products to the End User that have been unsealed or opened by End User;
- c) upon shipment by Distributor of enabled Products or information subsequently enabling any Products that have been digitally password encrypted to prevent their unauthorised use.

## Returns

These Products and documentation may be returned for a full refund, unless unsealed, opened, used, received electronically in a useable state or decrypted which indicates End User acceptance of this agreement.

## Registration

End User or Distributor of the Products must inform Supplier of a purchase or other distribution of Products, also known as registration, in order for the End User to receive the benefits of technical support, update information and data or media replacement.

## CPU use

Products are licensed for use on up to 5 (five) Central Processing Units (computers hereafter referred to as "CPUs") at the same site within the same organisation, unless an additional written licence has also been given. Products installed for Network use on a single file server may be used for only one of the following; permanent installation on hard disks up to the number of CPUs licensed; or use on a network provided the number of terminals does not exceed the number of CPUs licensed. Use of the Products at different sites requires a separate written licence.

### **Output device use**

Products may be downloaded to (1) one hard disk of an output device for each multiple of 5 CPUs licensed.

### **Off-site use**

A copy of the Products may be given to a Service Bureau or Printer provided; the Service Bureau or Printer also has a licence to use the Products; or an additional written licence grants this right.

### **Embedding**

Products may be embedded into electronic documents on unlicensed CPUs provided that;

a) electronic documents are distributed in a form that allows only printing and previewing but does not allow editing of the text in any way;

b) electronic documents are for personal and or business use and not distributed;

If performance of the Products cannot be restricted to Print and View only, the Products may only be used on licensed CPUs. An additional licence is also required to embed Products into, including but not limited to, hardware, software, application programs, printers, games, kiosk mode presentations, web pages, or any electronic documents which allow editing of the Products in any way.

### **Rights**

Products and documentation may not be copied except for one (1) copy only for back-up purposes or, such copies as may be necessary for installation and such copies must carry along with them any included copyright, trade mark, registration or proprietary information.

### **Intellectual Property**

User acknowledges the Product is the intellectual property of Adrian Williams and Dr. Rosemary Sassoon together with the digital code, as organised in the Products and are protected by international treaty provisions and the applicable laws in the Country of use. User may not modify the source code of the Product as presently organised to create a derivative work or code based or derived from the Product, including but not limited to; changes in embedding restrictions, modification of letterforms, translation or conversion to other formats, reverse engineering, decryption, decompiling, disassembling, copying or alteration of source code, addition of characters, letterforms or symbols.

## **Users**

User agrees to inform its employees and authorized agents of the terms of this Agreement before being given access to the Products and such employees or agents will be bound by its terms.

## **Refunds**

User acknowledges that Products purchased are nonreturnable and nonrefundable except as provided in the foregoing terms of this Agreement.

Refunds are available within 30 days of product purchase by submitting a Refund Request form <http://www.clubtype.co.uk/refunds.html>. Refund requests that have not been resolved within ten (10) calendar days are processed; and, for credit card purchases, the refund appears on the buyer's next credit card statement.

For physical goods, we need to determine how goods will be returned. Physical goods must be returned for a refund to be completed.

For digital goods to be refunded the buyer must acknowledge that any continued use of digital goods constitutes a willful violation of copyright law, for which the buyer may be liable for substantial civil damages.

## **Damages**

Suppliers cumulative liabilities for any loss or damage to User, other than that allowed by personal injury laws applying in that jurisdiction, shall not be greater than US\$30.00 (thirty US Dollars).

## **Transfer**

User may not sublicense, lend, rent lease or transfer the Product unless written permission is given to do so. User may transfer the Product to an outside agency such as commercial printer providing that person or organisation has also purchased a licence to use the Product on the commensurate number of CPUs.

## **Other rights**

Supplier and its suppliers retain title and ownership in the Products (including the transfer media) and documentation which is protected by United Kingdom copyright and design right law. Except where stated above this agreement confers no intellectual property rights or ownership including but not limited to copyright and trade marks.

## **Term**

This licence remains in effect until terminated by Supplier at any time for its own legal reasons or if End User fails to comply with this agreement. End User may terminate this agreement at any time by returning all Products and documentation, Supplier not being liable for any indemnity or refund.

**Limited liability**

Any limited or implied warranties are effective for a period of (90) days from proof of delivery date. Products should be free from errors in normal use. If the Products fails to comply with this warranty, Supplier will, at its own cost, replace defective media or refund the licence fee except if misuse has caused the failure. Supplier will not warrant the performance of Products or documentation. If User fails to prove the Product was obtained from an authorized source, the Supplier shall have no responsibility to correct any faults. The foregoing states the sole extent of Supplier's breach of warranty and makes no warranties covering third party rights.

**Liability**

Under no circumstances will Supplier be liable to any party for any consequential, incidental or indirect damages, including loss of business, profits or information, interruption of business, etc., arising from use or misuse of the Products whether known or advised. The above limitations may not apply in certain jurisdictions of the world.

**Acknowledgment**

End User has read and acknowledged this agreement which supersedes all previous statements of agreement between End User and Supplier and agrees to be bound by its terms. This agreement inures to the benefit of Supplier and its licensors and their rights licensed under this agreement.

**Governing law**

This agreement is subject to change without notice and forms no commitment by Supplier and may not be amended except by written consent from Supplier. This agreement will be governed by the laws of the United Kingdom. Copyright Dr. Rosemary Sassoon and Adrian Williams 2015.

**Contacting Us**

Website: <http://www.sassoonfont.co.uk>

Products received outside the United Kingdom may have been distributed to Users by an authorized Distributor. A list of Distributors is available from the website.

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