Talbot Type

This License Agreement is a legal contract between you and Talbot Type. When you purchase a font, you are purchasing the right to use that font under a particular set of conditions. These conditions range from, for example, how many computers the font can be installed on to whether it can be embedded in digital documents. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of Talbot Type Fonts, and the rights Talbot Type reserves. If you believe your usage or need is not addressed, or if you are unsure of any section's meaning, please ask Talbot Type before you make a purchase.

Once you download and/or install and/or use the Talbot Type Fonts, you are confirming you understand and agree to the terms of this Agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this Agreement. Upon payment in full, Talbot Type grants to you a non-exclusive, non-transferable license to use Talbot Type Fonts under the following terms and conditions.

1
Definitions

1.1
In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font.

1.2
"You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc. Talbot Type products may not be distributed and/or sold to third parties without prior written consent from Talbot Type.

1.3
"Output Device" is defined as any device producing a usable representation of the Font, such as, but not limited to: a printer, image setter, laser setter, plate maker.

2
Permitted Uses and Restrictions

2.1 Installation
The Font may be installed and used on the number of workstation computers identified in your sales receipt. For example, the purchase of a single license allows for the installation and use of the Font on up to and including five (5) computers. Please refer to your sales receipt for the amount of installations permitted.

2.2 Location
The Font Software may be installed and used at a single geographic location. If you need a license that permits installation of the Font Software at multiple locations, please contact Talbot Type.

2.3 Laptops
The Font Software may be installed and used on a laptop as a secondary and alternate use computer.

2.4 Service Bureau/Printer Use
To reproduce a particular document, you may provide a digitised copy of the specified Fonts to a commercial printer or service bureau. Afterwards, you and/or the printer or service bureau must destroy the copy of the Fonts.

2.5 Output Devices
The Font Software may be used with a maximum of five (5) output devices per licensed computer. However, the Font Software may not be installed or used with any device that displays a reproduction or facsimile of the Font Software or the designs embodied in the Font Software. This includes, but is not limited to: game playing devices, game of chance devices, mp3 players, electronic books, or mobile phones or other mobile devices. All such uses are not permitted installations and are not authorised output devices/uses under this License. Any such installation or use requires the purchase of an alternative license.

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2.6 Back-up Copies
You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2.7 Embedding of Fonts
Embedding of the Fonts into web pages or digital documents is permitted only in a secured, read-only mode. You must ensure that recipients of such web pages or documents cannot extract, install or use the embedded Fonts. The creation of new documents using an embedded copy of the Font Software is expressly prohibited. You further agree not to change or alter the embedding bits or other restrictions of the embedding programs within the Font Software itself.

2.8 Modifications
You may create outline artworks based upon the Font Software for your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable or substitute version of the Font is prohibited. Under no circumstances may you modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Font Software. Any modifications made to the vector outlines shall be considered derivative works and their use governed by the terms and conditions of this Agreement. You further agree not to commission or authorise any third party to undertake modifications to the Fonts without prior written consent from Talbot Type.

2.9 Restriction as Goods for Sale
This License expressly prohibits the use of the Font Software in the creation of alphabet products, such as, but not limited to: house numbers, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch and die sets or other methods for use in making such products. Any such use requires the purchase of a special license.

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Rights Reserved**

3.1
You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of Talbot Type.

3.2
You agree that the Fonts, and all copies thereof, are owned by Talbot Type and the Fonts' structure, organisation and code are the valuable trade secrets of Talbot Type. You acknowledge that the Fonts are protected under United Kingdom trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties. The unauthorised use of the Font Software shall be a willful breach of this License and may, at Talbot Type's sole discretion, result in its immediate termination, without obligation of notice.

**4
Provision of the Font**

4.1
You acknowledge and understand that the Font and any related software is provided on an "as is" basis. Talbot Type makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. Talbot Type does not warrant that the operation of the Font(s) or any related software will be uninterrupted or error free or that any errors can be corrected.

4.2
In no circumstances shall Talbot Type be liable for any failure of any Font(s) or related software to perform, resulting from a failure by you to comply with the minimum technical requirements relating to the running of the Font(s) and related software set out on the Website.

**5
Limitation of Liability**

5.1
You acknowledge that the following provision reflects a fair allocation of risk. This agreement sets out Talbot Type's entire liability to you and all other liability of Talbot Type to you is hereby excluded, subject that nothing shall exclude or restrict Talbot Type's liability for fraudulent misrepresentation and/or for death or personal injury to the extent that such injury results from Talbot Type's negligence or wilful default.

5.2
You install and use each Font(s) and related software at your own risk and in no event will Talbot Type be liable to you whether in contract, tort, by statute or otherwise in respect of any loss or damage of any kind, subject to clause 5.1 above, including special, indirect, incidental or economic loss, loss of profits, business interruption, loss of business information, loss of goodwill or other consequential losses arising out of or in connection with any Font(s) or related software or from errors or deficiencies in any Font(s) or related software whether caused by negligence or otherwise, even if Talbot Type is notified by you of the possibility of such damage in advance of the provision of the Font(s) and the software.

5.3
You agree that Talbot Type's total liability under this agreement relating to each Font(s) shall not exceed (death or personal injury excepted) the replacement cost of the Font(s) and the software, including where such liability arises out of Talbot Type's negligence.

5.4
In the event of an error in the downloading of the Font(s) and related software which materially detracts from that Font(s) Talbot Type will, on production by you of evidence satisfactory to Talbot Type, at Talbot Type's discretion and where appropriate:

5.4.1
Authorise download of a second copy of the relevant Font(s) or the relevant parts of that Font(s) to rectify the error;

5.4.2
Provide you with a full or partial refund of the relevant Fee for the Font(s).

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No other Agreements

This Agreement represents the complete and exclusive statement of the agreement between you and Talbot Type and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation of the terms of this Agreement or any different terms will be enforceable against Talbot Type in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by Talbot Type with a provision that effects the intent of the invalid provision.

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Amendments

Talbot Type expressly reserves the right to amend or modify subsequent versions of this License Agreement at any time and without prior notification.

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Happily ever after

Well done if you've read all of the above, which can appear intimidating and complicated in places. So may I take the opportunity to state that, I consider myself to be an entirely reasonable person, and will endeavour to act reasonably at all times.

Thank you.

Adrian Talbot