Talbot Type

This License Agreement is a legal contract between you and Talbot Type. When you purchase a license to use the Talbot Type font software, you are purchasing the right to use that font under the terms and conditions identified in this License. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of Talbot Type Webfonts, 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 use the Talbot Type Webfonts, 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, revocable license to use Talbot Type Webfonts under the following terms and conditions.

1
Definitions

1.1
"Webfont" is defined as type face font software that has been created, optimized, translated or otherwise modified for use by means of transmitting via the Internet for use in the viewing of text on a website. By way of explanation, not limitation, such uses can be implemented by means of the CSS @font-face rule. Other technology or software implementations used to effect similar results may apply and such uses or methods shall be governed by this License.

1.2
"Primary Domain", "Subdomain", "Domain". A Primary Domain is the host name of a website's home page (for example, not limitation: example.com; example.co.uk; example.org; user.example.com; www.example.com/~user/; etc.). A Subdomain is a subdivision of the Primary Domain (for example, not limitation: shop.example.com; support.example.com; or user.example.com; etc.). Primary Domains together with their associated Subdomains are referred to collectively and defined as "Domains".

1.3
"You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Webfonts and is responsible for creating, placing and/or managing the content on the licensed Domains. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), server administrator or other wholesale buyer, etc. If you are a designer, part of a creative agency, or otherwise acting in a similar capacity for the benefit of a third party and you will not be in control of the Webfont's hosting environment and the content on the licensed Domains, the purchase of a Webfont license for your client or the end user is required. Talbot Type products may not be distributed and/or sold to third parties without prior written consent from Talbot Type.

2
Permitted Uses and Restrictions

2.1 Implementation
The Webfonts are provided to You for use via the CSS @font-face rule. You agree not to use the Webfonts by any other means and/or methods of storage, transmission or viewing and that You will use the Webfont files, in the format provided to You by Talbot Type. Use of the Webfonts in alternative formats not provided by Talbot Type is expressly prohibited.

2.2 Allowed Domains
The Talbot Type Webfont license permits the Webfonts to be served for the benefit of a maximum of ten (10) Primary Domains with each Primary Domain allowed to serve an additional five (5) related Subdomains. Use of the Webfonts on more than the licensed Domains requires a license extension for which an additional fee will be charged. For the purposes of clarity, this License does not permit the Webfonts to be used in such a way as to serve the Webfonts to unlicensed domains. Regardless of whether the Webfonts are hosted on licensed Domains, the Webfonts may not be served for the benefit of unlicensed Domains.

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2.3 Webfonts File Protection
You agree to take reasonable measures to ensure the Webfonts are available only for the process of styling text for display on Your licensed Domains. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hotlinking and b.) disallowing direct download of the Webfonts unrelated to the process of styling text for licensed Domains.

2.4 Third Party Hosts
At Your option, the Webfonts may be hosted and served by a third party. Under such circumstances you expressly agree the terms and conditions of this License shall govern all uses of the Webfonts irrespective of any competing or contrary terms set forth by any third party hosting the Webfonts.

2.5 Back-up Copies
You may make a reasonable number of copies of the Webfonts 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 Webfonts.

2.6 No Modifications, No Embedding
Under no circumstances are You permitted to copy, modify, adapt, translate, reverse engineer, decompile, disassemble, alter or attempt to discover the source code of the Webfonts or the designs embodied therein. This includes changing the file name of the Webfont. The embedding of Talbot Type Webfonts or the designs of the fonts thereof in other software, digital documents, applications or devices or in any other form whatsoever is prohibited.

2.7 Web Only Usage
This license does not cover the use of Talbot Type Webfonts on a desktop, laptop, or workstation computer or for any use other than as expressly permitted herein. If You wish to use the Webfonts in a manner not permitted by this license, You must secure a separate license and/or a license extension by contacting Talbot Type directly.

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Rights Reserved

3.1
You expressly acknowledge that the Webfonts, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of Talbot Type. All rights not expressly granted under this License are reserved to Talbot Type.

3.2
You agree that the Webfonts and the design of the Fonts embodied therein are the exclusive property of Talbot Type and the Webfonts' structure, organisation and code are the valuable trade secrets of Talbot Type. You acknowledge that the Webfonts are, among other means, 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. You are not permitted to regenerate or translate the Webfonts into other formats and the creation of any derivative works based upon the Webfonts or the designs embodied therein are expressly prohibited.

4
Provision of the Font

4.1
You acknowledge and understand that the Webfont 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 Webfont(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 Webfont(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 Webfont(s).

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.

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5.2
You install and use each Webfont(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 Webfont(s) or related software or from errors or deficiencies in any Webfont(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 Webfont(s) and the software.

5.3
You agree that Talbot Type's total liability under this agreement relating to each Webfont(s) shall not exceed (death or personal injury excepted) the replacement cost of the Webfont(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 Webfont(s) and related software which materially detracts from that Webfont(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 Webfont(s) or the relevant parts of that Webfont(s) to rectify the error;

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

**6
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.

**7
Amendments**

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

**8
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