# 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. 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.

By downloading and/or installing and/or embedding the licensed font software from Talbot Type used as a Webfont ("Font") in any Digital Ads ("Ad"), the purchaser or designated licensee ("Licensee") agrees to be bound by the terms and conditions of this end user license agreement ("EULA"). This EULA, in conjunction with the invoice ("Invoice") that accompanies each purchase from Talbot Type or its distributors, constitutes the complete agreement ("Agreement") between the Licensee and Talbot Type.

#### I Rights

#### 1.1

This License grants a nonexclusive, non-transferable (except as outlined in section 3) license to Use and Embed the Font in into Digital Ads displayed on their or outside domains.

# Requirements/Restrictions

#### 2.1

The font embedded in Ads on third party servers must only be used in the Ad. It must not be used in other pages of the website.

#### 2.2

When the Ads are no longer being run, the embedded fonts must be deleted from the third party server.

#### 2.3

If the font is to be embedded with CSS, the licensee must use the provided web fonts from Talbot Type. The licensee may not embed in any website the Foundry's OpenType or TrueType fonts designed for desktop use.

# 2.4

The Total impressions per month of the Ads may not exceed the number listed in the Invoice, expressed therein as "Impressions"

#### 3 Provision to Third Parties

Licensee may temporarily provide the Font to a producer, publisher or other agent who is working on behalf of the Licensee. 1 of 2

The third party designer, developer, agent, or independent contractor must:

- (1) Agree in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA.
- (2) Retain no copies of the Font upon completion of the work.

#### 4 Terms

Rights granted by this Agreement are perpetual. Talbot Type will not charge additional fees post purchase, annually or otherwise.

## 5 Other Usage

Licenses for desktop use, computer applications and games, installable interactive books, software, mobile applications and games, Ebooks and Epubs, website templates, website template distribution, product creation. and other uses not allowed by this Agreement may be available for an additional fee. Contact Talbot Type at info@talbottype.co.uk for more information.

#### 6 Modifications

Licensee may not modify the Font or create derivative works based on the Font without prior written consent from Talbot Type except to generate files necessary for embedding or linking in accordance with this EULA.

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## 7 Copyright

Licensee agrees that the Font is the exclusive property of Talbot Type and is protected by copyright and intellectual property laws. Licensee may be held legally responsible for any infringements on Talbot Type's rights caused by failure to abide by the terms of this Agreement.

# 8 Termination

Licensee agrees that the Agreement shall automatically terminate, without notice from Talbot Type, if Licensee fails to comply with any provision contained herein.

#### 9 Refunds and Disclaimer

Talbot Type will, at the User's request, provide a refund for the Font if:

- a. The Font has not been used in any published or released work.
- b. No more than 30 days have passed since the date of purchase, specified on the Invoice.
- c. The Font has been uninstalled and deleted from all Licensee's computers.

The Product is provided "as is." Talbot Type makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Talbot Type shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if Talbot Type has been advised of the possibility of such damages.

# 10 Governing Law

This Agreement is governed by the laws of the United Kingdom.