

1. INTRODUCTION. This Agreement, together with the your Licence(s) (see Clause 2 below), sets out your rights and obligations, and those of Jeremy Tankard Typography Limited (“JTT”, “we” or “us”) concerning software and fonts which you may agree to license from us (collectively, “JTT Products”). By signifying your agreement to this document, or by downloading, installing or using any JTT Product, you accept that you are entering into a contract with us on the terms of this Agreement and your Licence(s). Some of the words and phrases used in this Agreement are defined in the Appendix to it below.

2. LICENCES. This Agreement does not itself permit you to use JTT Products. That use is governed by the individual types of usage you select in the course of ordering JTT Products, and the specific type of licence that is identified in your order for that usage, and to which you agree in the course of placing your order (each a “Licence”).

3. LICENSING. In the course of ordering JTT Products, you agree to pay our licence fees (the “Fees”). In consideration of the payment of those Fees, we license you to use the relevant (a) font software (the “Software”), and (b) fonts (the “Fonts”) in accordance with this Agreement and the relevant Licence(s). Each Licence which we grant to you (a) is non-exclusive, (b) is personal, meaning that it is granted only to the person or entity which initially licenses the JTT Products from us, and may not be shared with or transferred to any other person or entity except with our prior written agreement, (c) permits the Software and the Fonts to be used only in accordance with all Use Limitations (see Clause 4 below), and (d) for a period of fifty years from the date when you complete your order for the JTT Products (or, if later, the Commencement Date specified in the relevant Licence), or such shorter or other period as is specified in that Licence. Where you enter agree to license JTT Products for use by an entity, you undertake that you are entitled to bind that entity to this Agreement and to license JTT Products on behalf of that entity.

4. USE LIMITATIONS. You must ensure that all use of the JTT Products conforms to, and does not deviate from, (a) the limits on usage to which you agree in the course of ordering those JTT Products; and (b) the terms and conditions contained in the relevant Licence, (these are “Use Limitations”).

5. INTELLECTUAL PROPERTY. You acknowledge and agree that: (a) we (or our licensors) own all right, title and interest in and to the Software, including all copyright subsisting in and in relation to it; and (b) we own all right, title and interest in and to the Fonts, including all copyright subsisting in and in relation to them. Separately and together, the JTT Products are protected by copyright under United Kingdom legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us.

6. COPYING OF JTT PRODUCTS. No copying or distribution of any of the JTT Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of JTT Products include the same copyright and other proprietary notices as appear on the original JTT Products which we make available. All copies of the JTT Products must be kept under your exclusive control.

7. DECOMPILATION. You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the JTT Products, provided, however, that if you are in a member state of the European Community or any other state which grants these rights, you may decompile the Software to the extent required for the purpose of obtaining sufficient information for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by us to you upon written request).

8. NO COOLING OFF PERIOD. When you license JTT Products there is no right to cancel your licensing of JTT Products, or this Agreement and its related Licence(s) during any cooling-off period which is provided for certain purchases by consumers.

9. YOUR DETAILS AND PAYMENT. You undertake to provide accurate and current information about yourself – including your correct name, address and any other requested details - in the course of ordering JTT Products. If you provide details of a credit, debit or charge card for the payment of Fees, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. Unless you advise us otherwise, we will use your contact information to contact with you by post and/or email with (a) support information concerning the JTT Products, and (b) information about similar goods and services which we may license from time to time. All Fees are, unless otherwise stated, exclusive of VAT or relevant local sales tax (if any) or any relevant local sales taxes, which shall be paid at the rate and in the manner for the time being prescribed by law. The grant of each Licence is conditional upon the receipt by us of the relevant Fees and any applicable VAT or local sales tax.

10. DATA PROTECTION. We will treat the personal data you provide to us in accordance with our Privacy Policy.

11. WARRANTY. We warrant that the Software will perform substantially in accordance with its documentation for the thirty (30) day period following the completion of your order for the relevant JTT Product(s). To make a warranty claim, you must, within that thirty (30) day period, contact us providing adequate proof that the Software has failed to satisfy the above warranty. In any event, our entire liability shall be to refund the Fees paid for the relevant JTT Products, any such refund to be conditional upon you showing to our reasonable satisfaction that the Software and related Fonts have been irreversibly deleted from all systems to which you have access and are not capable of use. We give no warranty or undertaking that the JTT Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. You are responsible for ensuring that the application you intend to use with the JTT Products supports the font format in which the Font is supplied; you may need to check with the application’s manufacturer on this point. No warranty is given concerning the performance of or results you may obtain by using the JTT Products.

12. DISCLAIMER AND EXCLUDED LOSS. Your use of the JTT Products is entirely at your own risk. We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). JTT will also not be liable for any failure to perform of its obligations under

this Agreement caused by matters beyond its reasonable control. We exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the JTT Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose unless they are incapable of being excluded by law. Any statutory rights you may have as a consumer remain unaffected.

13. MAXIMUM LIABILITY. Without limiting the preceding Clause, the aggregate liability of JTT (whether arising in negligence or otherwise) will not under any circumstances exceed an amount equal to the Fees paid to us for the relevant JTT Products, regardless of the cause or form of action.

14. NON-EXCLUDED LIABILITIES. Nothing in this Agreement limits JTT's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

15. AUDIT. If we have reasonable grounds for suspecting that this Agreement or a Licence is being or has been infringed, you acknowledge and agree, both for yourself and any entity which uses JTT Products, that we shall be entitled, upon such notice to you as we reasonably deem appropriate, to enter any premises where, and be provided with access to systems through which, JTT Products are used, in order to determine your and/or such entity's compliance with this Agreement or such Licence.

16. TERMINATION. We shall be entitled to terminate any or all of your Licences by notice sent to the contact email address or postal address you provided upon registering for the JTT Products, in the event: (a) of any serious breach of this Agreement (including, without limitation, the non-payment of Fees or any other sum owed to us) or any Licence by you or any entity which uses JTT Products you license from us; or (b) that you or any entity which uses JTT Products ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for its winding up (or its winding up is ordered by a court), or enter into any voluntary arrangement with creditors, or similar in any other jurisdiction.

If a Licence is terminated, you (and such entity) must destroy the original and any and all copies of the relevant JTT Products, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

17. ASSIGNMENT. We reserve the right to assign this Agreement and each Licence, and to assign or subcontract any or all of our rights and obligations under this Agreement and any Licence. You may not without the written consent of JTT assign or dispose of this Agreement, or the licence granted under this Agreement or any Licence.

18. ENTIRE AGREEMENT. This Agreement and each Licence contains your entire agreement with us relating to JTT Products. It replaces all earlier agreements and understandings with you relating to those JTT Products, except for any fraud or fraudulent representation by either of us.

19. SEVERABILITY. In the event that any term of this Agreement or any Licence is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

20. LAW. This Agreement and each Licence shall be governed by and construed in accordance with the laws of England and Wales.

21. KEEPING THIS AGREEMENT. We don't separately file the individual Agreements and Licences entered into. Please make a durable copy of this Agreement and each of your Licences by printing and/or saving a downloaded copy on your own computer. They are offered only in English.

22. CONTACT. We are a company registered in England under registration no. 04706912. You can correspond with us at the address specified on contact page of <http://typography.net>, or by email to info@typography.net. Our VAT registration number is GB848194001. Information about us and JTT Products can be obtained at <http://typography.net>

APPENDIX

In this Agreement:

- (a) "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.
- (b) "font" includes typeface, bitmap and any technology resulting in a representation thereof; and references to fonts include sub-sets of them;
- (c) "use" means (i) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (ii) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;
- (d) "you" means (i) the person who enters into this Agreement, and (ii) where this Agreement is entered into on behalf of an entity, that entity.