Fontstand Service Agreement

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1 Use of Fonts

1.1 Upon payment in full, Fontstand hereby grants to you a nonexclusive, non-assignable, non-transferable, limited right and license to rent, access and Use the Fonts ("Software") identified in your receipt. This License is effective for the time identified in your receipt. You are required to maintain a Subscription Plan for the continued use of the Licensed Content for desktop publishing and other uses on the Licensed Computing Device or in the Web Project.

1.2 This Agreement permits the limited use of the Software associated with this License and is valid only for local installation on your Computing Device, or when applicable, for use as Hosted Webfonts via Fontstand's own hosted font embedding service in your Web Project. This License allows the applications on the Licensed Device to gain access to the Software or embedding a special code into your Web Project. You will have no access to the Software files and cannot copy, transfer or otherwise use the Font Software in any other manner.

1.2 This Agreement does not permit the remote installation of the Software, use or installation on servers or with unlicensed Computing Devices, self-hosting as webfonts, embedding in software or hardware or use in unlicensed Applications or Apps. If you need to use the Software for such purposes, contact the original foundry.

1.3 You may use the Licensed Software on one Device at a time. There is no limit on number of internet domains to be assigned to your Web Projects for the use of Licensed Software as Hosted Webfonts.

1.4 The Software will be installed directly in your system at the time of Licensing. You will not have access to the digital files during the installation. You are not permitted to copy, move or remove Licensed Software from the locations or folders on Your Computing Device where the Software has been installed.

1.5 You need to have access to the Internet and be online at the time you License the Software and to activate your License. You will also need to be online to renew the License to continue using the Software. You may work offline after licensing or renewing your License.

1.6 After you have rented any single Font or Family of Fonts for (twelve) 12 months in total, you will be permitted to download an unlocked copy of the Software. The use of the Software thereafter will be subject to the terms and conditions of the EULA (End-User License Agreement) of the issuing foundry, in effect at the date you receive the unlocked copy, which are not subject to negotiation. EULAs can differ significantly among foundries; you can review the current EULA for the Software you rent on the original foundry's website.

2 Restrictions

2.1 You may not resell or assign the License to the Software.

2.2 You may not add any functionality to, or otherwise change, alter, adapt, translate, convert, modify, remaster, or create derivative works based upon the Software or the designs embodied in the Software.

2.3 Disassembling, decompiling, reverse engineering, or otherwise attempting to discover the source code of the Fontstand Service or Licensed Software or defeat, bypass, or otherwise circumvent any software protection mechanisms in the Service or Licensed Software is not permitted. Any such attempts shall be a material breach of this Agreement and may result in the termination of any License.

2.4   In order to use the Fontstand services you will be required to create a user account, providing a valid e-mail address. To be able to rent Software you will also be required to provide other details, such as your actual name and other contact information.

2.5   To use the Fontstand services and Software you must be logged-in with your User Account with the Fontstand application installed on your Computing Device. You can use the same User Account on only one Computing Device at the time.

2.6   If you should login with the same User Account on another computing device, you will be automatically logged off from the first device, and all your Licensed Software will be transferred to the new device seamlessly. There is no limit to a number of consecutive Computing Devices you can use the same User Account, provided, that they are not used simultaneously.

2.7   If you need to use the Fontstand services on multiple devices and users at the same time, you will have to create a separate User Account for each installation. For such use there is a "Sharing" plan provided with Fontstand to give the multiple user environment an advantage over single rental plan.

2.8   Any Fontstand Software Rental can be shared, for a small fee, with an indefinite number of other existing users of the Fontstand service. The price for sharing a rental is a fraction of the full rental price. To share a rental you will need to know the valid user name of the Shared Account. All rights and licenses to the Software License of the original Rental User will be applied to the Shared User. Fontstand reserves the right to terminate any License or the ability to Share in the event of abuse of the original License or sharing activities.

2.9   The right to download and use unlocked Software indefinitely after a total period of 12 months of Rental will only be authorized to the Shared User account when the sharing was properly paid and the shared use was active for 12 months in total.

3   Payments

3.1   You will be required to provide a valid credit card and the monthly Rental fee will be charged to your credit card immediately upon start of the Rental. Thereafter, if you choose the Automatic Renewal option for the current Rental, the Monthly Rental fee will be charged to your credit card in advance on a recurring monthly basis. To upgrade the Hosted Webfont service to the next paid Page Views tier, you will be charged the Page Views Upgrade fees in a simmilar manner.

3.2   Once paid, Monthly Rental fees and Page Views Upgrade fees are non-refundable. In the event your credit card cannot be charged when Your Subscription Plan payment is due, We may attempt, but will not be required to notify you. If you do not respond and provide payment via a valid credit card to pay the applicable Monthly Rental fees and Page Views Upgrade fees in a timely manner, we reserve the right to suspend or terminate your access to the Service together with any shared uses of the Software.

3.3   We reserve the right to change the prices of services/rental at any time and will provide notice of price changes on the Fontstand website.

4   Free Trial

4.1   Fontstand provides a Free Trial option, providing access to Content. The Free Trial is provided for the sole purpose of evaluating the Software, and you are not entitled to full benefits provided by the Paid Rental that usually accompanies a purchase of a License. Commercial uses are not permitted under a test license. Should you use the fonts for commercial purposes, you will need to purchase the license appropriate for the unlicensed use.

5   Copyright

The content and Software provided by Fontstand is protected under domestic and international trademark, copyright and industrial design law. All rights are reserved.

6   **Support**

Technical support is provided only to paid-up Monthly Rental Plan participants in accordance with the level of service subscribed. In connection with technical support, we may need to communicate with you or your staff and request access to your systems or networks. If you do not provide us with such cooperation, our support will be limited.

7   **Termination**

7.1   We reserve the right at any time, without the obligation of notice and for any reason, to temporarily or permanently limit, modify, suspend, or discontinue the Service, or any part thereof or your access to the Fontstand Service, any Licensed Content, or Service Interfaces. Fontstand shall not be liable to you or to any third party for any such limitation, modification, suspension, or discontinuation of the Service, Licensed Content/Software, or your access thereto.

7.2   We may suspend or terminate Your Account and right to Use the Service and/or Licensed Content if at any time You violate any term or condition of this Agreement and/or fail to maintain a valid Account in good standing.

8   **Cancellation and Refunds**

8.1   You may cancel Your Service Account at any time by signing-in to Your Account profile and clicking on the no-questions-asked "cancel my account" cancellation link. A cancellation request by fax, email or telephone will not be effective; you must use the online cancellation process.

8.2   If you have a properly paid Subscription Plan and you cancel Your Account or Monthly Rental Plan before Your next payment due-date, your cancellation will take effect immediately and you will not be charged again.

8.3   There will be no refunds for cancellation or other changes made to pre-paid Rental Plans. There will be no offset or partial refunds for plans that are cancelled before a renewal date.

9   **Service Availability**

Fontstand will take all reasonable efforts to ensure that the Service is operational. However, we cannot guarantee the services of communications networks or service providers, or the operability of your own computer systems or Devices.

10   **Revocation of Warranties**

Fontstand makes no representation of warranties that the Font is suitable your particular purpose, and Fontstand is not responsible for malfunctioning and damages caused using the Software or Content. The Software is not suitable for use in navigation devices or manufacturing or process control devices. The use of the Software in circumstances where failure of a Device can cause physical harm, death or environmental damage is not permitted. Under no circumstances shall Fontstand be liable for any damages in excess of the rental fees paid under this License, including damages under unlocked uses of the Software.

Fontstand does not guarantee that all applications will be compatible with the installation and use methods provided by Fontstand.

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