



End User License Agreement for free Fonts

Please contact ARS Type® for more information:

ARS Type
Haarlemmermeerstraat 86 – 3
1058 KD Amsterdam
the Netherlands
tel: +31 20 6866503
e-mail: arstype@angusrshamal.com
<http://arstype.angusrshamal.com>

This license agreement is a legally binding contract between you, the licensee, and ARS Type® (Angus R. Shamal). By downloading, installing and/or using this font software, you acknowledge that you understand this license agreement and promise to comply with its terms.

If you do not accept the terms, please do not complete the purchase transaction or installing the font.

1. License & Usage rights

Upon downloading the free Font, you are granted the non-exclusive and non-transferable right to use the font software on any number of computers within your organization. By default, each Free ARS Type Typeface has no restrictions to the number of workstations (CPUs) in any number of locations.

The number of output devices (Laser/Color/Inkjet Printers) is not restricted, provided that these devices do not store the font software permanently.

2.1 Copyright

Typeface design and font software – including all updates, expansions, modified versions and working copies – are intellectual property of and are owned by ARS Type (Angus R. Shamal). You agree that typeface design and font software are protected by Dutch and International copyright, design patent and trademark laws. All rights reserved unless expressly granted in this agreement.

For your own use and within the conditions granted in this agreement, you are allowed to make a backup copy of the font software, documentation and license agreement.

You are not authorized to distribute the font software in any way, whether by selling, lending, donating or otherwise.

2.2 No Transfer of Rights.

You shall not sell, lease, sublicense, allow to use, or otherwise assign or transfer any of your rights, duties or obligations under this Agreement, in whole or in part, to any person or entity. Without limiting the foregoing, Typefaces licensed for use by a specific publication shall not be transferred to or used by other publications owned or managed by a common corporate parent, and/or affiliated with the specific publication to which this license has been granted, without the download of an additional license/copy from ARS Type.

3. Printing

We recommend that you provide your service bureau with a Workflow PDF file with the font software embedded.

4.1 Embedding in Workflow PDFs

ARS Type grants you a limited license to embed the Free Font in Embedded Documents in the PDF format (“Workflow PDFs”). ARS Type also grants you the right to circulate these PDF documents on the World Wide Web.

4.2 Embedding in Flash Files

ARS Type grants you a limited license to create and circulate Embedded Documents in the SWF format (“Flash Files”) including the Free Font.

4.3 Embedding in commercial products

ARS Type grants you a limited license to embed the Free Font software in commercial products (Examples: eBooks, games, DVDs or any other Software.).



End User License Agreement
continued

4.4 Embedding for web

You may use the Free Font software in websites in a form of Cufón or sIFR in any time on any website. You are allowed to use the Free Font software for web font linking via @font-face. For this purpose, ARS Type is working on offering a reliable good quality special web fonts license possibilities in the near future.

Please note that you are allowed to do format conversion yourself (to web formats such as .woff format and .eot format) only at your own risk! ARS Type will not be liable to any loss of kerning-pairs, loss of OpenType features or any other modifications or alterations resulting from your own font conversion. ARS Type does NOT grant you the right to open the outline data in font modification software and re-generate those files under any name or circumstances.

5. Modification

Any modification of the font software, including conversion into other formats, requires written permission by ARS Type. If permission was granted, the copyright for modified font software remains with ARS Type, and modified font software too is subject to the terms of this license agreement. Thus, modified font software must not be distributed in any way.

6. Warranty and limitation of liability

ARS Type has done everything to produce high quality OpenType fonts. Minimum system requirement is Mac OSX or Windows 7/Vista/XP/2000. Please note that not all systems or applications support OpenType features and kerning at all or equally well.

If you do experience any difficulties with our font software, please contact us, and we will do our best to resolve any issues. If this should not be possible, we will be pleased to refund your money, which shall be the limit of our liability in this transaction.

Except for this warranty granted, there is no warranty for performance or results obtained by using the font software. ARS Type will not be liable for any damages, claims or costs whatsoever or any direct, indirect, special, incidental or consequential damages, business interruption, nor for lost profits, savings or business information, arising out of any use of, or inability to use, the font software.

7. Final provisions

If you breach any term of this agreement, ARS Type will immediately terminate the license and right of use. In the event of termination, you must delete the font software and all copies thereof.

Should individual terms of this contract become invalid or unenforceable, all others will remain in full force and effect.

This contract is subject to the law of the Netherlands. Place of jurisdiction Rotterdam District Court.