



# End User License Agreement Webfont

Please contact ARS Type® for more information:

## ARS Type

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This license agreement is a legally binding contract between you, the licensee, and ARS Type® (Angus R. Shamal). By downloading, installing and/or using the Hosted or Self-Hosted ARS Type Webfont, 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 payment of the usage fee, you are granted the non-exclusive and non-transferable right to use the Webfonts on a number of “Primary Domains” as determined by the license you have purchased and stated in your invoice. By default, each ARS Type Webfont is Hosted by a reliable third-party and licensed to be used on One (1) “Website” or “Primary Domain” with total of Five (5) “Subdomains” and limited to websites with traffic up to 500k (500,000) pageviews per month. You can purchase additional licenses at any time directly from ARS Type.

For websites with larger traffic (more than 500k page-views per month), we offer licenses on a case-to-case basis. Please contact ARS Type for available options.

For websites who wish to Self-Host the Webfont packages, we also offer licenses on a case-to-case basis. Please contact ARS Type for available options.

## 2. Definitions

**2a.) “Webfont”** is defined as type face font software that has been created, optimized and modified for use by means of transmitting via the Internet for use in the viewing of text on a website. One such use can be implemented by means of the CSS @font-face rule. Other technology or methods — either available now or in the future — used to effect similar results may apply and will also be governed by this License.

**2b.) “Primary Domain”, “Subdomain”, “Website”.** A Primary Domain is the host name of a website’s home page (ie: example.com; example.co.uk; etc.). A Subdomain is a subdivision of the Primary Domain (ie: shop.example.com; blog.example.com; or user.example.com; etc.). Primary Domains together with their associated Subdomains are referred to collectively and defined as “Website”.

**2c.) “Hosted” and “Self-Hosted”.** In order for you to use and embed the ARS Type Webfont software into your websites, ARS Type joined with an experienced and trusted third party — Typekit (typekit.com) — to offer a reliable Hosted webfonts service through which you can link and embed your purchased ARS Type webfonts into your websites via the @font-face rule. Each Webfont license option purchased from the ARS Type website will be followed by an email containing the activation link of the Webfonts on your Typekit account. Typekit takes care of the hosting service, the cross-browser compatibility and the automatic update of the Webfonts software when such are available. 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 the third party hosting the Webfonts.

For companies who wish to use and embed the ARS Type Webfont software into their websites by @font-face linking to webfont files hosted on their own server, ARS Type offers the same Webfont packages as “Self-Hosted” licenses on a case-to-case basis, which are usually subjected to higher fees and set of restrictions mentioned in this License Agreement. It is then up to ARS Type to provide a reliable webfont kit in several industry standard formats that will ensure cross-browser compatibility.



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**Webfont License Agreement**  
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**2d.) “You”, “Your”, “Entity” 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 Websites. 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 Website, the purchase of a Webfont license for your client or the end user is required. ARS Type products may not be distributed and/or sold to third parties without prior written consent from ARS Type.

**3. Permitted Uses and Restrictions**

**3a.) Implementation and Modification.** When purchasing a “Self-Hosted” license, the Webfonts are provided to You in different industry-standard formats for use via the CSS @font-face rule. 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, unless granted by a written permission from ARS Type. This includes changing the file name of the Webfont. If permission was granted, the copyright for modified webfont software remains with ARS Type, and modified font software too is subject to the terms of this license agreement. Thus, modified webfont software must not be distributed in any way. The embedding of ARS 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.

**3b.) Webfonts File Protection.** When purchasing a “Self-Hosted” license, You agree to take reasonable measures to ensure the Webfonts are available only for the process of styling text for display on Your licensed Websites. At a minimum, 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 Websites.

**3c.) Back-up Copies.** For your own use and within the conditions granted in this agreement, you are allowed to make backup copies of the font software, documentation and license agreement. .

**3d.) Web Only Usage.** This license does not cover the use of ARS 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 ARS Type directly. Desktop fonts licensing options are available on the ARS Type website for direct download.

**4.1 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 the typeface outline data and font software are protected by Dutch and International copyright, design patent and trademark laws. All rights reserved unless expressly granted in this agreement.



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**Webfont License Agreement**  
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**4.2 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 entity shall not be transferred to or used by other entities owned or managed by a common corporate parent, and/or affiliated with the specific entity to which this license has been granted, without the purchase of an additional license from ARS Type.

A transfer of the license you were granted requires a written permission by ARS Type; upon transfer of your license, you must delete the webfont software and all copies thereof and deactivate the webfonts from your Typekit account or contact Typekit to handle the transfer for you.

**5. Upgrading**

You can upgrade a Basic webfont package to the equivalent fully-featured Pro package version at any time. Upon upgrading, you must delete or deactivate the Basic version and all copies thereof. You can also upgrade your license for a larger number Websites or to a fuller more complete family at any time. For more information about your specific request please contact ARS Type. Please include your contact/billing information, the purchase number and transaction ID number of prior purchases you wish to upgrade.

**6. Warranty and limitation of liability**

ARS Type represents and warrants that the Font software does not and will not infringe any third-party patent, copyright trademark or trade secret or other proprietary rights to a third-party. ARS Type has done everything within reason an resources to produce high quality Webfonts. Please note that not all systems or browsers support OpenType features and kerning at all or equally well.

If you do experience any difficulties with our webfont 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 webfont software.

**7. Final provisions**

If you breach any term of this agreement, ARS Type will notify You of such breach and offer you the opportunity to rectify the breach within sixty (60) days. In the event of any breach of this license, licensor shall be limited to an action for damages. In the event of termination, you must deactivate or delete the webfont 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.