

SOURCE

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A platform for machine
reading, speed reading, and
mind reading

End User License Agreement

Terms and conditions of Source Type for typeface software

Source Type GmbH, Zweierstrasse 100, 8003 Zürich, Switzerland (“SOURCE TYPE” or “Provider”), offers its products to its Users in accordance with the following terms and conditions (“terms and conditions” or “Agreement”).

By browsing the SOURCE TYPE website or by purchasing, downloading, installing and/or using typeface software and fonts (“Content”), the User agrees to all terms and conditions within this Agreement. If the User does not agree with all of the provisions of this Agreement, the User must cease all access to, and use of, the Provider’s website and any Content provided by SOURCE TYPE. Some provisions may only apply to a certain group of Users. All terms and conditions of the User or third parties are excluded. SOURCE TYPE is authorized to make licensing dependent on the conclusion of a special agreement in individual cases. There is therefore no legal entitlement to receive a license in accordance with the general terms and conditions.

Provider reserves the right to adjust the Content offered on the SOURCE TYPE website, continuously and at any time.

Consequently, SOURCE TYPE is also entitled to adjust the terms and conditions at any time. The terms and conditions that are placed on the SOURCE TYPE website at the time of the use / purchase are applicable.

Therefore, the User agrees to the terms and conditions as defined below:

1 Use Licenses

The Content, in particular the fonts, may be used for the specific purposes and to the extent described in the offer on the website, upon full payment of the license fee.

Apart from the standard licenses, according to the offer on the website, Source Type provides tailored licenses for the User’s specific needs, number of user’s and the scope, reach and product line of the User’s project.

In particular, Source Type provides the following licenses which are granted upon request:

- 1.1** The Electronic Publishing License
The Electronic Publishing License allows the User to use the fonts in an e-publication. This includes use in an e-book, e-magazine, e-newspaper, e-brochure/catalog, or any other e-published material accessed through any device such as a computer, phone or tablet.
- 1.2** The Brand Mark/Logotype License
The Brand Mark/Logotype License allows the User to use the fonts for any logo and associated brand mark (tagline, catchphrase, etc.) across all media. In all instances the logo must be outlined to prevent the transfer of font files to various third parties.
- 1.3** The Merchandise License
The Merchandise License allows the User to use the fonts on any commercial or promotional merchandise such as clothing, accessories, packaging, etc.
- 1.4** The Streaming/TV/Cinema License
The Streaming/TV/Cinema License allows the User to use the fonts on video streaming services, television broadcasts and in films (including titles and credits) both commercial and non-commercial.
- 1.5** The Server License
The Server License allows the User to use the fonts on (a) server(s) for access to various users across several locations.
- 1.6** The Digital Advertising License
The Digital Advertising License allows the Users to use the fonts for online advertisements, either in the form of email newsletters or graphics/video placed using various ad networks such as Google, Facebook, Instagram etc.
- 1.7** The Non-Profit license
The Non-Profit license (which can be applied towards various print, web, and social projects) allows a not for profit institution to use the fonts at a discounted rate.
- 1.8** The Web/App License
Web/App License allows the User to use our fonts in one digital application either mobile, desktop, web, tablet, or other electronic device.

For all uses not listed on the website or in this Agreement, the User is required to contact Source Type.

Any use of the Content that is not in accordance with the terms and conditions is illegal. SOURCE TYPE reserves the right to take civil and criminal action against illegal use. This is particularly the case with the unauthorized distribution of the Content. In any case, SOURCE TYPE will claim at least double the license fee, plus compensation for its own expenses and attorney's fees.

2 Intellectual Property related to the Content provided by SOURCE TYPE

All Content provided by SOURCE TYPE, especially information, documents, products, brands, logos, graphics, sounds, graphical user interfaces, software and fonts have been developed either by SOURCE TYPE or a provider, developer, or other partner acting on behalf of SOURCE TYPE. The underlying intellectual property rights, including all copyrights, remain at any time exclusive and full property of SOURCE TYPE. The Content may not be reproduced in whole or in part, be copied or imitated, except explicitly mentioned within this Agreement. The name of the Provider, fonts, logos and other elements are protected by law. The Provider owns all rights.

The User may not modify, decompile, reverse-engineer or extract the source code of the underlying elements on the SOURCE TYPE website (the tools, methods, processes, and infrastructure), the font software or that of any other software provided by SOURCE TYPE.

SOURCE TYPE is allowed to use the USER's name, logo, images and videos which display the use of SOURCE TYPE's Content for promotional purposes.

3 Registration and Access

Prior to ordering any Content, The User must establish an account ("Account") with the Provider, which requires specific registration, identification, and payment information, in the discretion of SOURCE TYPE. The User warrants and represents that all information provided in connection with registration for an Account is true and correct. The User is permitted to create only one (1) Account, and transfer or sale of the same is prohibited. Registration for an Account may be denied, suspended, or revoked by the Provider at any time, in the Provider's discretion, if the User fails to meet or comply with the Provider's guidelines, policies or authentication efforts. Users who have been rejected, suspended, denied, or banned from establishing an Account shall not attempt to register another Account using the same or different registration information. Any such circumvention efforts shall be deemed to be fraudulent and unlawful.

The User shall be responsible for all uses and/or activities conducted through the User's Account, whether or not authorized by the User. The User agrees to immediately notify SOURCE TYPE of any unauthorized access or use of the User's Account. The Provider disclaims any and all liability resulting from fraudulent access and/or use of the website via the User's Account.

4 Price and Payment

Some of the Content and/or information that is or that will be conveyed through SOURCE TYPE is distributed free of charge. However, for premium account holders and Acquirer, depending on the subscription plan or Content selected and/or for acquiring any additional features, there's a fee associated. The User can pay to such schedule of charges by using the payment options as provided on the website.

The presentation of Content in the online shop is not a legally binding offer, but only provides a non-binding online catalogue. If the User only adds products to the shopping cart, this is not considered as a binding order. A binding order only takes place after the User clicks the "I agree" button in the cart page.

By clicking “I agree” and providing his payment information, the User gives the authorization to charge his credit card or other payment account in the amount indicated for the value of the services or products requested, according to the schedule of charges at the time the services are provided.

Payments are non-cancellable and non-refundable. The User is responsible for paying all fees, including all applicable taxes.

The credit card details of Users will be encrypted using SSL technology. Each transaction is authorized online with the relevant credit card provider. On the credit card statement, purchases are apparent under SOURCE TYPE. The Provider does not store the User’s credit card number.

5 Data protection

SOURCE TYPE’s Privacy Policy can be found here:
<https://www.sourcetype.com/information/>

6 Warranty and Limitation of Liabilities

SOURCE TYPE’s warranty is limited to replacement of the Content, in particular the fonts, if the Content does not have the characteristics assured in accordance with these terms and conditions. For this purpose, the User must report the defects within 30 days of downloading. After the expiry of 30 days, any warranty shall expire. SOURCE TYPE is not responsible for problems during the installation process and SOURCE TYPE does not guarantee the functionality of the software for every hardware and software. In particular, User is aware that compatibility with older or non-common systems is not guaranteed.

Apart from the aforementioned limited warranty, the User agrees that the User’s use of the Content provided by SOURCE TYPE is at the User’s sole and exclusive risk. The Content is provided on an “as is” and “as available” basis. SOURCE TYPE disclaims all warranties of any kind, whether explicit or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, quality and non-infringement, to the maximum extent provided by law. SOURCE TYPE makes no warranty that the Content services will meet the User’s requirements, or that the technology and services will be uninterrupted, timely, secure, or error free, and SOURCE TYPE shall not be liable for content and services of third parties (such as hosting infrastructure, advertisement management platforms, affiliates etc.); nor does SOURCE TYPE make any warranty as to the results that may be obtained from the use of the Content, the traffic, or as to the accuracy or reliability of any information obtained.

The User understands and agrees that to the maximum extent permitted by applicable law, in no event shall SOURCE TYPE be liable for any damages whatsoever to the User, its clients or to any person or entity claiming rights (including, without limitation, damages for loss of business profits, business interruption and other special, punitive, indirect, incidental or consequential damages or any other pecuniary loss) related to, based upon, or arising out of this Agreement and the Content and services provided by SOURCE TYPE. In any case, SOURCE TYPE’s entire liability under any provision of this Agreement shall be limited in the aggregate to a total of no more than the license fee the User paid to SOURCE TYPE within the last business year.

For avoidance of doubt, to the extent an indemnification or release is provided in favour of or for the benefit of SOURCE TYPE, such indemnification or release shall extend to SOURCE TYPE's agents, affiliates, employees, officers, directors, shareholders, attorneys, vendors, contractors, predecessors, successors and assigns.

The operation of services of SOURCE TYPE may be affected by technical circumstances beyond SOURCE TYPE's control. SOURCE TYPE strives to keep any downtime as short as possible and to take care that all services are continuously available. However, there is no legal claim to a permanent accessibility and up time. Claims for damages arising from the use of or inability to use or restricted use of the Content, the website and services are expressly excluded.

7 Confidentiality

It is the User's responsibility to prevent unauthorized access to the Content, in particular the software and the fonts. To this end, the User must keep the access data secret. In the event that the User has acquired a license which entitles to grant employees or other third parties access to the Content, it is the User's responsibility to instruct these persons accordingly in order to prevent unauthorized access.

8 Termination

SOURCE TYPE is entitled to terminate the license at any time if the User violates these terms and conditions. In this case, all rights of use of the User expire with immediate effect and the User is prohibited from further using the Content.

Upon any termination of the license, the USER has to erase any Content, in particular software and fonts. SOURCE TYPE may request the confirmation of such erase.

9 Interpretation

If these terms and conditions contain contradictions or gaps, it is on the basis of purpose, meaning and spirit as well as the principle of good faith and mutual interests of the parties that it will be determined which scheme appears to be adequate. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term has never been included.

The headings in these term and conditions are for convenience only, confirm no rights or obligations for either party, and do not alter any term of this Agreement.

10 No Assignment

Apart from collective licenses granted in individual cases, the User is not entitled to assign its rights and obligations under this Agreement to a third party. In case the User is a designer, the User is not allowed to purchase Content on behalf of one client and use it for another client. The designer has to purchase separate licenses for different commissioners, and any affiliate or subsidiary company or other related entity or person must acquire its own separate license from Source Type.

11 Applicable Law and Jurisdiction

This Agreement is subject to Swiss law, excluding its conflict of law regulations of international private law, and excluding international conventions such as the United Nations Conventions on Contracts for the International Sale of Goods (Vienna) and other international conventions. The exclusive Place of Jurisdiction is Zurich.