

Death Of Typography Foundry

Commercial Font License

1.1 Introduction

Death of Typography's End User License Agreement (EULA) is an agreement between You (You, Your, You're, Yours) and DTHTYPE (Death of Typography) trading as Death of Typography (Death of Typography) when You download the Trial Fonts (the Trial Fonts). By purchasing, downloading, installing, or using the Trial Fonts, You accept the terms of this agreement. If You do not wish to accept these terms, do not purchase, download, install, or use any Trial Fonts from Death of Typography.

When You purchase the Fonts and accept the terms of this EULA, You are not receiving copyright ownership over the Fonts. You are purchasing the right to use the Fonts as specified in this EULA. If Your use case or need is not specified in this agreement and You have additional inquiries about any terms and conditions, please contact us before purchasing.

This License Agreement is not transferable and not exclusive to You. Should there be any violations, the license shall be terminated.

If You have purchased the wrong style of the Font, please contact us for a possible exchange. Should You require customization, please contact us. Exclusive licenses can be purchased with customized fonts.

You can contact us by submitting an inquiry form on our website's about page (<https://deathoftypography.com/about/>) or sending an email to: deathoftypography@gmail.com detailing Your inquiries. We will reply as soon as possible.

1.2 Format

The Fonts are provided in OTF (.otf), WOFF (.woff), and WOFF2 (.woff2) formats. You are allowed to convert the provided Fonts to obtain EOT (.eot), TTF (.ttf), and SVG (.svg) formats. No warranty applies to any converted Fonts.

2.1 Permitted Use

This agreement allows You to:

1. Use the Fonts for personal and commercial works for up to 5 workstations within Your organisation or household. They can be connected to any number of output devices (e.g., a printer). You may install the Fonts on one file server for use on a local area network ("LAN") within Your organisation or household. The number of workstations that can access the Fonts on the server must not exceed 5. Please purchase the suitable number of licenses in accordance with Your needs.
2. Use the Fonts in the domains or sub-domains on an unlimited number of websites provided the total maximum number of unique Visitors per Month is 50,000. The website must belong to Your organisation and You own the domain's name. You shall use exclusively @font-face to embed the Fonts in websites.
3. Use the Fonts to create images and documents for print and screen (Including but not limited to: Book covers, Print collateral, Signage, Logos, etc.).
4. You can embed the Fonts or flattened static images of the Fonts in Mobile App and Electronic Publications in a secure read-only mode and ensure that the reader is restricted from extracting the Fonts from the document or have direct access to edit its contents.
5. Share a copy of the Fonts with a Third Party (e.g., commercial printers and developers) for printing or coding a website/app alongside a full copy of this EULA. The Third Party will use the Fonts exclusively for the jobs/tasks they are mandated to complete. The Third Party is not allowed to make any edits to the Fonts or create designs using the Fonts. The Third Party has to delete the Fonts from their workstations.

6. You can make archival copies of the Fonts for backup purposes, counting additionally to the number of devices You licensed the Fonts for. You must ensure that these copies are not used by a Third Party and will notify Death of Typography as soon as possible should You discover a use of these copies by an unauthorized and unlicensed Third Party.
7. Purchase the Fonts on behalf of a client provided, they are given a copy of this EULA and are registered as the licensee during checkout. You shall not invoice the Fonts at a price different than that as supplied by Death of Typography.

2.2 **Forbidden Use**

This agreement does not allow You to:

1. Sublicense, sell, rent or distribute and disseminate the Fonts privately, publicly, or through any online or third-party services.
2. Reverse engineer, decompile, or disassemble the Fonts.
3. Rename, modify, edit, or create derivative works of the Fonts or commission a Third Party to do so. This includes creating new glyphs that are not available in the Fonts or designing a custom version of the Fonts. Please contact us should You require additional glyphs, and we will provide a quotation.
4. Sub-license, sell, rent or distribute and disseminate any digital files derived from the Fonts (subject to the terms and conditions in this EULA).
5. Use any part or all of the Fonts in any political or religious communication without prior permission.
6. Use any part or all of the Fonts in any NFT (Non-Fungible Token) artwork without prior permission.
7. Use any part or all of the Fonts in any illicit or illegal material in any industry or in any material that is racist, sexist, xenophobic, homophobic, or perpetuates any other form of discrimination.

3.1 Disclaimer

Death of Typography provides the Fonts 'as is'. Death of Typography does not make any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

By agreeing to this EULA, You acknowledge that You are purchasing the Fonts at Your own risk. As much as we try our best to provide Fonts of the highest quality, we cannot guarantee that the Fonts will meet all Your requirements or work seamlessly across all platforms and operating systems. If You experience any difficulty, we cannot give a refund.

3.2 Liability & Termination

Death of Typography is not responsible for any indirect losses or accidental damages including profit or data losses or any interruption to Your businesses as a result of the use of or inability to use the Fonts.

In case of the breach of this EULA, You shall defend Death of Typography against any Third Party claims and hold Death of Typography free from any indirect or direct damages, costs, claims or indemnity (including attorney fees) and be held solely liable for any such damages, costs, claims, or indemnity.

Any breach of the terms and conditions in this EULA will result in the immediate termination of Your license to use the Fonts without the opportunity to remedy or cure. After any termination of the agreement, You shall immediately and irretrievably delete the Fonts, including all archival copies, from any workstations You have installed them on. You may be asked to certify that You have complied with this obligation in writing.

3.3 Final Provisions

Death of Typography cannot be held responsible for any damage caused by You and/or any third parties resulting from a breach of this agreement and misuse of the Fonts themselves.

Death of Typography reserves the right to modify or edit any part of this EULA at any time without prior notice. Any original terms stated in this EULA will not be void, and modified terms will be made available on deathoftypography.com.

If You do not agree to the modified terms, Your continued use of the Fonts could be in breach of the EULA, and Your license will be terminated if the breach is verified.

This Agreement shall be governed by and construed in accordance with the law of Singapore, and international IP laws shall have exclusive jurisdiction to settle any dispute or claim.

For any questions, please contact us at: deathoftypography@gmail.com

The End User acknowledges that they have read and understood this EULA and agree to be bound by the terms and conditions of this EULA.