

**Heavyweight
Digital Type Foundry
End User License Agreement**

Desktop

The terms and conditions set below establish an agreement between you and Heavyweight Digital Type Foundry based at Myslíkova 1922/9, 110 00, Praha 1, Czech Republic, governing your use of the Desktop Font Software (“Font Software” or “Fonts”) ordered by you. This Desktop End User License Agreement (“EULA”, “Agreement”, or “License”) becomes binding by downloading, installing, or otherwise using Font Software provided by Heavyweight.

What this paragraph means:
This document is a legally binding agreement. You agree to the terms of this document by downloading or using the font software. Please read this document carefully and keep a copy for your records.

1. DEFINITIONS

“Font Software” or “Fonts” is digital software that generates typeface and/or illustration designs when used with computers and other software.

“Licensed Entity” is the individual, company, or legal entity purchasing this license (hereinafter “Licensed Entity” or “you”).

“Licensed User” is one (1) human being using one (1) personal computer owned by the Licensed Entity (hereinafter “Licensed User” or “User[s]”).

“Geographic Location” is the geographic location of the Licensed User at the time the License is purchased. A Licensed User who moves is deemed to have moved the Geographic Location of the Licensed User.

2. RIGHTS RESERVED

The Font Software and design of the Fonts created by the software are protected under copyright and other intellectual property law. Heavyweight, its licensors, and their successors and assigns each retain all right and title to their respective software, trademarks, copyrights and the designs embodied in the Font Software. You agree not to copy the Font Software or create derivative works based upon the Font Software and/or the design of the Font embodied in the Font Software, its structure, organization, code, and design of the Fonts embodied therein, the trademarks, trade names and service marks.

You hereby agree that this term is contractual in nature and that the unauthorized use of the design of the Font and/or the Font Software shall be an infringement of Heavyweight’s rights;

causing significant monetary harm. You further agree that such damages cannot be readily estimated, and Heavyweight shall be entitled, without the obligation of a bond, to seek injunctive relief.

What this paragraph means:
Heavyweight owns all rights to the fonts, including trademarks and copyrights. You may not copy the Fonts or the design of the Fonts even to make other fonts based on the Fonts. This term is part of a contract. If you break this License we have the right to seek an order to stop you. The Font Software is the exclusive property of Heavyweight. Heavyweight owns all rights, title and interest in and to the Font Software, its structure, organization, code, and design of the Fonts embodied therein, the trademarks, trade names, and service marks.

3. GRANT OF LICENSE

This non-exclusive, revocable License grants you limited rights to use the Font Software to use the Font Software and the designs embodied therein together with any accompanying documentation, each in accordance with the terms and conditions of this Agreement. You agree that incorporating the Font Software into other computer programs, sublicensing the Font Software, using the Font Software for the benefit of third parties, distributing the Font Software, or using the Font Software for any other purpose requires the purchase of a separate license.

a. Basic license. If you purchase a basic license, this License allows use of the Font Software by not more than one (1) User at one (1) Geographic Location.

b. Multi-User License. If you purchase a license for use of the Font Software by more than one (1) User, you may install the Font Software at one (1) Geographic Location for the number of Users identified in the receipt sent to you by email or sent with the Font Software.

c. Locations. Use of the Font Software at more than one (1) Geographic Location of the Licensed User requires the purchase of a separate license for each location for the number of Users at each location, or the purchase of a special, multi-site license from Heavyweight. The Font Software cannot be shared among users at differing Geographic Locations. If multiple Users at different Geographic Locations need to use the Font Software, multiple licenses are required. If a Licensed User moves, there is no need for a new Geographic Location license.

d. Portable Computers. Use of the Font Software on a portable computer is permitted provided that the portable computer is owned by the Licensed User and is not used to permit use of the Font Software by more than the total number of Users licensed under this Agreement. If at any time your use of the Font Software exceeds that permitted in the applicable License, you agree to immediately notify Heavyweight and purchase the appropriate license.

What this paragraph means:
Heavyweight grants you a license to use the Font Software for the uses identified in this agreement. If you have purchased a basic desktop license, the Font Software shall only be used by the number of licensed users at one geographic location. If you have purchased a license for more than one user, the licensed users can use the Font Software at one geographic location. You must purchase a special license for use at more than one geographic location. Use of the Font Software on a portable computer is allowed. If you are licensed at a particular geographic location and you move, you do not need to buy an additional license. You agree to contact Heavyweight to purchase a special license for uses that go beyond this agreement.

4. EMBEDDING GENERALLY PROHIBITED

Embedding of the Font Software is expressly prohibited. For the purposes of this agreement “embedding” is defined as the temporary duplication of the Font Software in formats that include, but not limited to the PDF, Flash, TrueDoc and/or other Web Embedding Font Technology formats now in existence as well as any other format that may be created in the future. If embedding of the Font Software is required for production files, a copy of the Font Software may be shared with those companies providing prepress and/or printing services. If those companies providing prepress and/or printing services must change or manipulate the text using the Heavyweight Fonts, those companies must purchase a license. You are not permitted to convert the Fonts for use as webfonts. Certain programs allow embedding of the Font Software or outlines of the typeface embodied in the Font Software in documents which may be transmitted from one computer to another over a network or over the Internet and all such actions are expressly prohibited. If you have purchased a proper license, embedding the vector outlines of the Heavyweight Fonts in public .pdf type files is permitted.

What this paragraph means:
You generally cannot embed the Font Software in any .pdf documents or convert to web fonts.

5. FORMATS

The Font Software will be transmitted for your use in the OpenType format. Heavyweight reserves the right to include or omit additional formats at its discretion in the future.

What this paragraph means:
We will provide the Fonts in the most appropriate format for desktop use. The supplied format may change as standards evolve.

6. ONE BACK-UP

You are permitted to make one (1) back-up copy of the Font Software for archival purposes only. The back-up copy must contain all the data contained in the

original Font Software. Any back-up copy must prominently display all copyright and trademark notices present on the original Font Software. If your license permits use in multiple locations or with corporate or enterprise uses, you are permitted to make a reasonable number of backups as may be reasonably necessary. The unauthorized sharing, lending, renting, sale, or other unauthorized use or misuse of the Font Software and/or the back-up copy(ies) is a material breach of this Agreement and will result in the termination of this license.

What this paragraph means:

You may make one backup copy of the Fonts for archival purposes. You may not transfer your backup copies or do anything restricted by this agreement.

7. NO MODIFICATION OR CUSTOMIZATION

You agree not to decompile, reverse engineer, modify or change the embedding bits, disassemble, modify, rent, lease, loan, network, and sub-license or distribute in whole or in part, the Font Software. You agree not to create derivative works of the Font Software and/or the design of the typeface created by the Font Software. You agree not to reformat the Font Software or regenerate the Font Software to other into formats.

What this paragraph means:

You may not change the code. You cannot rent or lend the Fonts. You may not create other fonts based upon this Font. You cannot change the format of the Font Software. You may not modify or change the Font Software without written permission from us.

8. AGENCIES

If you are a design consultancy/agency, advertising agency, or purchasing this license for use by or on behalf of such an entity, the ultimate end user should also purchase a license appropriate for the intended use and users of the Font Software. The license granted herein does not extend to uses by temporary employees, freelancers, or independent contractors using the Font Software in professional environments or for other professional uses. Specifically, you may not make copies or serve the web fonts in a number greater than those authorized under this License.

What this paragraph means:

These Fonts are licensed for your use. If you are using the Fonts to design for a third party, the third party must also purchase a license.

9. TERMINATION

This Agreement is effective upon the download, installation, or use of the Font Software. This Agreement may be terminated by you at any time by destroying the Font Software together with any printed material and any copies of the Font Software. Heavyweight may terminate this Agreement for any breach of this Agreement. Upon termination of this Agreement for any reason, you are

required to return all original Font Software and any accompanying written material to Heavyweight. You shall also destroy all copies of the Font Software and certify such action in writing. Nothing herein shall be construed as a waiver of any of Heavyweight's rights or remedies under law.

What this paragraph means:

This license is effective when you download the Fonts. When this license ends, you must return or destroy the Fonts and confirm in writing. Heavyweight retains all rights.

10. NO ASSIGNMENT

The transfer or assignment of this license or any right granted under this Agreement by you is not permitted. In the event you become insolvent, make a general assignment for the benefit of creditors, seek the protection of bankruptcy law, or if bankruptcy proceedings are instituted against you this license shall immediately terminate.

What this paragraph means:

You cannot transfer this license to anyone else. If you file for bankruptcy or become bankrupt, this license ends.

11. COMPLIANCE WITH LAWS

You shall be responsible for your use of the Font Software in connection with all laws, foreign and domestic, relating to the control of exports or the transfer of technology.

What this paragraph means:

You are responsible for following the law relating to your use of the Fonts and the transfer of technology.

12. CONFIDENTIALITY

You agree to take all reasonable steps to safeguard the Font Software from any unauthorized use, duplication, sublicensing or distribution. Furthermore, you shall, on behalf of yourself and any authorized users, retain all confidential information furnished by Heavyweight in connection with or derived from the Font Software in strictest confidence and shall not publish or disclose such confidential information at any time during the term of this Agreement or after its termination. You further agree that the terms and provisions of this Agreement shall remain confidential.

What this paragraph means:

You agree to keep the software safe from copying or unauthorized use. You agree to keep the information regarding this license confidential.

13. REVOCATION OF WARRANTIES

You expressly acknowledge and agree that use of the Font Software is at your sole risk. Except as authorized in Section 14 of this Agreement, the Font Software and related documentation is provided "AS IS" and without warranty of any kind and Heavyweight EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. Some jurisdictions do not permit the revocation of warranties. If applicable, Heavyweight hereby disclaims all warranties to the extent permitted by the laws of your jurisdiction.

What this paragraph means:

Heavyweight makes no promises regarding the Fonts, but Heavyweight will replace the Font Software or refund the licensing fee if the Font Software does not perform as promised.

14. WARRANTIES

Heavyweight will, at its sole discretion, either replace the Font Software or refund the licensing fee in the event the Font Software does not perform substantially in accordance with the documentation provided that any such claim is submitted within thirty (30) days of purchase of this License. To submit a claim, you must return the Font Software to Heavyweight or place of purchase together with a copy of your sales receipt. You expressly acknowledge and agree that use of the Font Software is at your sole risk. The Font Software and related documentation are provided "AS IS" and, except as noted herein, is without warranty of any kind and Heavyweight and its owners or affiliated companies (together, "Heavyweight") hereby EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HEAVYWEIGHT DOES NOT WARRANT THAT THE OPERATION OF THE FONT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONT SOFTWARE IS WITHOUT DEFECTS. THE FONT SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE FAIL-SAFE OPERATION IS REQUIRED. THE FONT SOFTWARE MAY NOT BE USED IN MANUFACTURING, NAVIGATION, AND PROCESS CONTROL EQUIPMENT OR IN ANY OTHER CIRCUMSTANCES WHERE THE USE OR FAILURE OF THE FONT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. UNDER NO CIRCUMSTANCES SHALL HEAVYWEIGHT BE LIABLE TO YOU OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE

OF SUCH POSSIBILITY. Heavyweight's liability to you shall in no event exceed the refunding of the cost of the licensing fee or replacement of the Font Software, either at Heavyweight's sole discretion.

What this paragraph means:

We warrant that the Fonts will perform as promised in the documentation, and will provide technical support within a reasonable timeframe, to the best of our ability. In the event of a refund, we cannot refund more than the purchase price for the license, and all copies of the Fonts in your possession must be destroyed.

15. OTHER LAW

Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or implied warranties. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY-DAY (30-DAY) WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY-DAY (30-DAY) WARRANTY PERIOD. The exclusions noted above may not apply to you. Otherwise, and to the extent permissible by law, you agree that all implied warranties are not effective for more than thirty (30) days.

What this paragraph means:

The Fonts will perform as promised. Some countries do not permit limiting a warranty. You may return the product to us within thirty days of purchase if the Fonts do not work as promised. Your jurisdiction may not allow us to limit this period to thirty days.

16. GOVERNING LAW AND ARBITRATION

The validity, construction, and performance of this Agreement shall be governed by the laws of the Czech Republic without giving effect to its conflict of law provisions or the conflict of law's provisions of other jurisdictions. The parties expressly agree to the personal jurisdiction of the courts of the Czech Republic or such other courts as Heavyweight may elect for the efficient resolution of any dispute and you expressly waive any jurisdictional defenses and agree to service of process by mail. You expressly reserve all rights to pursue equitable relief including, but not limited to, temporary restraining orders and preliminary injunctions, without the obligation of bond.

What this paragraph means:

This license is controlled by Czech law. You agree that the courts in Czech Republic or another court chosen by Heavyweight can hear any dispute. Heavyweight has the right to seek an injunction if we feel there is a problem.

17. SEVERABILITY

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall

be replaced with a valid and enforceable provision that most closely effects the intent of the invalid provision.

What this paragraph means:

If a part of this Agreement is found to be not valid by a court, the rest of the Agreement remains in place and Heavyweight will replace the invalid term.

18. WAIVER

No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether express or implied, of any breach or default by the other party, shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

What this paragraph means:

Heavyweight does not agree to an ongoing waiver of a term or condition of this Agreement even if Heavyweight allows one waiver.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations, and negotiations between the parties concerning the Font Software.

What this paragraph means:

This Agreement replaces any other agreements made between you and Heavyweight.

20. HEADINGS

The numbering and captions of the various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

What this paragraph means:

The headings used in this Agreement make the agreement easier to read and do not change the meaning of anything in this Agreement.



www.heavyweight-type.com
contact@heavyweight-type.com

**If you have any further questions
do not hesitate to contact us.**