

Shinntype EULA

Font Software End User Licence Agreement

By downloading and/or installing any Shinntype font or fonts on a computer owned by you, your company or an entity you represent, you are indicating your agreement that any and all such fonts are the exclusive property of Shinntype, and you, your company and/or the entity you represent have a license to that property under the terms of this End User Licence Agreement, thereby agreeing to the following:

1. Definitions

Font software Coded software that generates typeface and/or illustration designs when used in combination with certain hardware or software plus any and all data provided with such software.

End User You, your company or an entity you represent, purchasing this license and bound by the End User License Agreement (EULA), a legal agreement defining the allowable uses of the Font Software.

Basic Licence Documentation/permission allowing the use of the font software on a single device registered by a single user within the guidelines of this EULA.

2. Governed Licence(s)

The type of licence granted to you under this agreement goes into effect upon Shinntype's receipt of full payment of the permissible use fees associated with each type of licence. This EULA solely governs the granted uses of the types of licences detailed herein. Any and all other uses not included herein are considered, drafted and calculated separately, and count as extensions or addenda to this EULA. To inquire about such licensing, please contact Shinntype using one of the methods listed at the end of this EULA.

3. Desktop & Print Licence

Upon payment in full for a Desktop & Print Licence, Shinntype grants you a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license, to use the Shinntype font software for use on one computer in conjunction with three output devices in accordance with the terms and conditions herein. An output device is defined as a printer, silk screener, vinyl cutter, die-maker, rubber stamp maker, or any other machine that uses Shinntype font data to output forms rasterized and generated from the computer where the font data is installed.

If you want to license Shinntype font software for more than one computer or three output devices, you must upgrade to a multi-user licence, which allows use of the font software on two or more computers and four or more output devices within the guidelines of this EULA.

Examples of permitted usage under the Desktop & Print Licence are the installation of the font(s) on a computer operating systems for use within desktop applications such as Adobe InDesign, Microsoft Word, Apple Pages, etc., to create and print documents or make static images in raster digital formats, such as png, jpeg, gif.

4. Web Font Licence

Upon payment in full for a web font licence, Shinntype grants you a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) licence, to embed the Shinntype font software into websites to stylize HTML web pages using the @font-face selector in CSS files, limited to one domain (URL) specified at the time of purchase and which is owned or under direct control of the licensee.

Under this licence the Shinntype font software must be adequately secured so that other websites not under the control of the licensee may not have access to the font software for displaying content, including hotlinking or direct access via web server integration.

Modifications, alterations or conversions of the Shinntype web font software are prohibited, including any copyright notices, comments or legal information contained therein.

Using Shinntype web fonts with technologies other than @font-face, such as sIFR or Cufón, is not permitted under this license. This licence does not allow the integration of the licensed web font within any live or interactive text applications that allow users to create, edit or modify text, including, but not limited to PDF documents, pre-press services, image files, merchandising uses such as stationery and personalized products or for any printing purposes.

This licence does not allow the use of Shinntype web fonts on social media sites, such as Facebook, Twitter, Pinterest and other social networking sites.

The price of a Shinntype web font licence is based on the number of page views received by the domain on which the Shinntype web font is being used. The licence price gradually increases with the number of pageviews.

5. ePub Licence

Upon payment in full for an ePub licence, Shinntype grants you a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) licence, to embed the Shinntype font

software within digital publications, including commercial digital products of file formats such as epub, mobi, pdf, kf8. Any and all such embedding is subject to the following conditions:

- The font software licensed for embedding in electronic and/or digital publications is licensed solely for one computer in the development of such documents. The purchase of the appropriate multi-user Desktop & Print Licence is required to accommodate the installation of this software on more than one computer.
- The font software is licensed for the number of digital publications contained on the licence purchase receipt at the time of purchase, with perpetual rights granted by this agreement. Licence pricing options are available for either a single digital publication or an unlimited number of publications.
- The font software must be embedded within the digital publication in a non-editable format with Printing and Viewing rights only. For embedding in electronic documents containing forms, editable embedding is allowed only if a licence for an unlimited number of electronic publications was purchased.
- The digital publication may not allow the installation of the font on the operating system where the publication is viewed, nor may it allow end user access to the font software independently of the digital publication software.
- End users of the digital publications shall have no right to use the font software to create, modify, or alter a document, or use the font software or any derivative works in any other manner than set forth herein.
- The licensee agrees that sufficient measures will be taken to ensure that the font software is adequately secured within the digital publication's software, including, but not limited to, obfuscating font file names within the digital publication software and subsetting the font's character set.

6. Mobile App Licence

Upon payment in full for a mobile app licence, Shinntype grants you a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) licence, to embed the Shinntype font software within mobile application software on a single platform, subject to the following conditions:

- The font software licensed for embedding a mobile app is licensed solely for one computer in the development of such documents. The purchase of the appropriate multi-user Desktop & Print Licence is required to accommodate the installation of this software on more than one computer.
- The font software is licensed for a single mobile app, for use on one mobile platform (such as iOS, Android, Windows RT or Windows Phone) for the life of the app. Separate mobile app licences are required for embedding the font software in a mobile app for separate platforms.
- This licence does not allow the embedding of the font software in programs that run within non-mobile formats, such as Mac, Windows, or console gaming platforms. If you're interested in obtaining such licensing, please contact Shinntype to inquire about availability and pricing.

- Licensee agrees that the font software will be embedded in a secure manner within the mobile app, and that the font data cannot be fully or partially extracted, altered or modified by any users, and does not allow access to the font software outside of the mobile application.
- Licensee agrees that the font software will only be used for the purpose of rendering non-editable content within the mobile app. Users of the app will have no right to use the font software to create, generate or output new documents such as PDFs, word processing documents, advertisements, static or scalable images, labeled photos, or edit, enhance and/or modify any documents for any personal or commercial purposes. Use of the font software within any server or web-based application is not permitted by this licence.
- Shinntype fonts may not be embedded in application software considered a plugin, template, skin or theme.
- Shinntype fonts may not be redistributed with the mobile app or its source code.

7. Other Licensing

Types of licences not listed or counted in the previous sections (such as for use for broadcast, HTML5 banner ads, desktop application embedding, and other uses) are considered special licence extensions and are priced and granted on an individual project basis. To inquire about such licensing, please contact Shinntype.

8. Copying of the Software

One copy of the font software may be made for back-up and archival purposes only. The licensee is responsible for the back-up copy.

9. Transfer

You may transfer the original software licence to another party provided that all materials, including this software and back-up copy, are transferred. All copies must be removed from the originating end user's (your) device. Shinntype must be notified when this transfer takes place and the recipient must agree to the licensing terms and conditions contained in this agreement. This will constitute a transfer of the licence to the new user.

A single software licence cannot be transferred to multiple users; only the original licence can be transferred from one user to a comparable user.

10. Font modification

The font may not be modified without the express written consent of Shinntype. The modified font software may not be sold or distributed, except in a special arrangement with the consent of Shinntype.

11. Distribution

This font software may only be distributed by Shinntype and its authorized distributors. It is unlawful to distribute the font software an/or make the font software publicly available via and not limited to the internet, download, LAN/WAN network, email or physical media.

12. Copyright and ownership

This software and accompanying documentation are copyrighted and contain intellectual property information owned by Shinntype and protected by international laws and treaties. You may not make or distribute copies of this software or accompanying documentation without the express written consent of Shinntype.

13. Disclaimer and Limited Warranty

Shinntype warrants that the font software is free of errors and will be replaced within 90 days of purchase in the case of defects found. If failure of the font software results from accident, abuse, or neglect, Shinntype assumes no responsibility to replace the software.

THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND SHINNTYPE SPECIFICALLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN ADDITION, SHINNTYPE DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR THE WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. THE ENTIRE RISK AS A RESULT OF THE PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE USER.

14. Purchaser's Indemnity

You agree to inform any person (such as a family member, partner, employee, co-employee, employer) having access to the Shinntype Software and copies thereof, of the terms and conditions of this EULA and to ensure that these terms and conditions are abided by. You agree to indemnify and hold Shinntype harmless from any and all claims, liabilities, and costs including attorney's fees, arising out of your breach of this agreement or promises you made. If these terms are not agreed to and respected, Shinntype reserves the right to revoke the granting of licence(s).

15. Construction

This agreement is governed by and constructed in accordance with the laws of the Province of Ontario, Canada. All disputes between Shinntype and the end user, whether or not arising hereunder, shall be conducted within the courts and jurisdiction of the Province of Ontario, Canada.

Please keep all receipts. If you have purchased your font(s) directly from Shinntype, records of such purchases are already within our database. If you obtained Shinntype fonts from an authorized Shinntype distribution channel, please keep a record of the time and place of purchase for future reference.

16. Termination

Shinntype reserves the right to terminate this agreement immediately if you (the end user) fail to comply with the terms set forth in this agreement. Upon termination, you must remove the font software from all devices, including all documentation and back-up software.

17. Contact Information

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