

Typeóca™
Tipografia com dendê

—
End user license agreement
v.02, 11/2021

This EULA (end user license agreement) sets the terms in which the Fonts developed and distributed by Typeóca may or may not be used. By downloading, purchasing, installing or using any of Typeóca's Fonts you are automatically bound to this contract.

1. Grant of License

1.1 Typeóca, as the owner of copyrights and intellectual property rights of the Font, will grant the licensee a non-exclusive, non-transferable right to use the Font following the terms set in this contract upon confirmation of payment. The duration of the license is undetermined, as long as the terms of the contract are rightly followed.

1.2 The value to be payed for the EULA, as specified in Typeóca's sales channels, varies according to (1) the chosen Font and (2) the number of staff linked to the person, company or organization acquiring the license, at the time of purchase. For the purpose of this contract, we will consider as 'staff' any person linked to the licensee on a formal regular basis, with an average monthly workflow of over 72 hours, regardless of contract status between the licensee and said 'staff' member.

1.3 The Font software, its glyphs forms, letters, characters, trademarks, copyrights and underlying code remain as an intellectual property exclusive to Typeóca. The Licensee does not acquire, under the present License, any property rights, intellectual or otherwise, over the Licensed Font.

1.4 This contract will be automatically terminated without previous notice in case the Licensee fails to follow the terms of the agreement. Upon termination of the contract, all copies of the Font files in possession of the Licensee, including backup copies, must be destroyed.

1.5 Typeóca is allowed to use images produced by the Licensee, in which Typeóca's Fonts are used, for marketing purposes.

2. Allowed uses

2.1 To create images and documents for any kind of media, such as print, screen, web, etc.

2.2 To incorporate the Font into PDF files, for production means only.

2.3 To modify the drawing of the letters in the font, as long as they are converted into outlines.

2.4 To make copies of the Font files for backup means, as long as the access to such files is restricted to the company's staff.

2.5 To incorporate the Font files into websites, apps and e-books registered under the Licensee's ownership, as long as the end user of such products remain unable to alter the configuration of the Font, extract the Font from the product, or create new content which uses the Font within the product.

2.6 Typeóca's Test Fonts have a different set of permissions, which are described in section №5.

3. Forbidden uses

3.1 To distribute the Font to third parties outside of the Licensee's staff. The only exception to this rule is the submission of the font to printshops that are providing printing services to the Licensee, on the condition that the Font files be destroyed from the printer's computers as soon as the printing service is over.

3.2 To sublicense, sell, re-sell, rent, or distribute copies of the Font.

3.3 To alter the Font using Font Editing Software, either for generating derivative work based on Typeóca's Fonts, for altering or reverse-engineering the Font's drawings, code, or any of its other attributes.

3.4 To make the Font files available in any server, drive, or physical medium (such as Git servers or USB sticks) whose access cannot be controlled by the Licensee.

3.5 To incorporate, include, or link the Font files into software or hardware that will be included into other third party software or hardware (OEM).

4. Test Fonts

4.1 Test Fonts are supplied by Typeóca only, upon direct request. As with regular Typeóca Fonts, it is forbidden to sublicense, sell, resell, rent, distribute, or share copies of Typeóca's Test Fonts.

4.2 Test Fonts can only be used for test, evaluation and/or prototyping purposes, em projects or documents that are confidential and in development (emphasis on 'and').

4.3 In case a project, document, or image in which a Test Font was used is either approved, published, streamed, or made public in any sort of way, an adequate license (according to the terms described on section Nº1.2) must be acquired within 10 days.

5. Legal Warning

5.1 Although Typeóca strives for excellence in all of its products, because of the myriad ways in which Fonts can be used by either people, software, or hardware, Typeóca cannot guarantee that the Fonts will always function in a frictionless bug-free way under every circumstance, and, therefore, cannot be held responsible for any material or financial loss that may come from the use of our Fonts. It is your responsibility to ensure that the Fonts are well suited for your own purposes.

5.2 In case of Font malfunction, Typeóca's support will be provided in the form of Font file replacement.

5.3 If there are any doubts regarding the interpretation of this document, need to alter any of its clauses, or uses that go beyond what is described in it, please contact Typeóca to either clear doubts or to provide a Custom License that better suits your needs.