

Webfont License

Clear and simple licensing.

What the Webfont License covers. (Includes Digital Ads License).

2 Websites

Use on licensee's web apps and websites only

Monetized Social Media usage (YouTube, Instagram, Facebook etc)

2 Blogs per license

Embedding fonts using @font-face

Monthly Webpage Views : 100,000 Views

2 Apps

2 Games

Unlimited App or Game Views

Use on Licensee's Digital Advertising and Email Advertising

Please see following pages for more details

Please contact lostandfoundrytypeworkshop@gmail.com for any questions

Lostandfoundry

End User Licensing Agreement -Webfont

Licenses and Usage

This End User License Agreement (hereinafter referred to as the EULA) is the legal contract between you (hereinafter referred to as The Licensee) and Lostandfoundry (hereinafter referred to as The Licensor). Upon acceptance of this EULA, or by downloading and/or installing The Licensor font products (hereinafter referred to as the Font Software), you agree to the Terms and Conditions hereunder and to the granting by The Licensor of a perpetual, non-exclusive, non-refundable and non-transferable Webfont License to install the Font Software (hereinafter referred to as the Licensed Unit) for a specific use, which is specified in the End User's order receipt.

As used herein, Licensed Fonts shall mean the typefaces that are generated by the use of the Font Software when used with the appropriate hardware and other software. In this Agreement, Font, Fonts or Font Software are defined as the designs of The Licensor Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font.

As used herein, End User means a customer who has purchased a license to use the Software and the Licensed Fonts as specified in the order receipt given at the time of purchasing the font(s) from The Licensor.

An End User is not a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (OEM), or other wholesale purchaser.

Definitions

The Licenses listed below govern the specific terms of usage of the Font Software according to the needs of The User. If you wish to use The Licensor Fonts for a purpose not permitted by this Webfont License, you must secure a separate license and/or a license extension (for an additional fee).

The Licensor reserves the right to inspect or monitor your usage.

A Webfont is a font software that has been created, optimized or otherwise specifically modified for use on the Internet to style and display text on websites. The websites may be viewed with a web browser and/or via a web-based mobile app. You may use the CSS @font-face technology to style text on websites. Any technologies other than CSS @font-face, including but not limited to sIFR, Cuf.n or Typeface.js are not allowed. Only the WOFF webfont files purchased from The Licensor may be used. Any use of other formats (such as TTF or OTF) is strictly prohibited. For each license you purchase, you may install the fonts on any number of domains, as long as the overall number of unique visitors does not exceed the number you have purchased licenses for.

1. RIGHTS GRANTED

The Licensor grants to The Licensee a perpetual, worldwide, non-exclusive and non-transferable license to create, reproduce, modify, and publicly display websites that embed the Fonts in accordance with the terms and conditions of this EULA.

1.1 STORAGE + BACKUP

Server Storage

The Licensee is permitted to upload the Fonts to a server or a cloud-based storage service that is owned, leased, or otherwise controlled by The Licensee, for the purpose of storage, asset management, and retrieval by The Licensee only.

Backup

The Licensee is permitted to make a reasonable number of backup copies of the Font for disaster recovery purposes only.

1.2 LIMITS

@Font-Face Only

The Licensee is only permitted to embed the Fonts in websites using the @font-face syntax in CSS stylesheets.

Ownership

The Licensee is only permitted to embed the Fonts in websites The Licensee owns or controls.

Pageview Limit

Websites that embed the Fonts must not have a monthly combined traffic that exceeds the pageviews per month limit indicated on the applicable order receipt ("Receipt").

1.3 RIGHTS

+ Multiple Websites

The Licensee is permitted to embed the Font into more than one distinct website.

+ PDF Report Embedding

The Licensee is permitted to embed the Font in Portable Document Format (PDF) reports that the App saves or exports, provided that the reports are not sold for profit.

1.4 RESTRICTIONS

X Webfont Files Only

The Licensee must use the provided Fonts from The Licensor. Fonts designed for Websites will be in the format of WOFF OR WOFF2. The Licensee is prohibited from embedding Fonts in the standard desktop formats of OpenType (.otf) or TrueType (.ttf).

X No Source Code Distribution

The Licensee is prohibited from redistributing the Fonts with any Website's source code.

X No Typesetting Products

The Licensee is prohibited from embedding the Font in any Website that enables an End User to create custom typesetting with the Font. For example: An image editor with text features.

X No Other Systems/Product Embedding

The Licensed Users are prohibited from embedding or installing the Fonts in:

Computer operating systems, such as Mac, Windows or Linux

Digital ads using CSS @font-face

Desktop applications, mobile apps, and other software

Cloud-based apps allowing third-party, End User Font usage

Electronic devices

Digital games

Ebooks

Editable templates and editable PDFs

The Licensee must obtain an additional font usage license(s) from The Licensor to use the purchased font(s) in ways other than covered by this Webfont License Agreement. These additional licenses include:

Desktop License

Allows The Licensee to use the Fonts on printed items. Please view Desktop License for full details.

E-Publishing License

Allows The Licensee to use the Fonts in Digital Publishing products. Please view E-Publishing License for full details.

Digital Ads License

Allows The Licensee to use the Fonts in Digital Ads. Please view Digital Ads License for full details.

1.5 THIRD PARTIES

The Licensee is permitted to temporarily provide the Fonts to a third-party designer or agent (“Agent”) who is working on behalf of The Licensee. Any Agent using the Fonts is treated as a Licensed User and counts toward the total number of Licensed Users. All Agents of The Licensee must: (a) agree in writing to The Licensee that the Fonts will be used exclusively for The Licensee’s work, in accordance with the terms of this EULA; and (b) destroy all copies of the Fonts upon completion and delivery of the work to Licensee.

2. FONT MODIFICATIONS

Licensed Users are prohibited from modifying the Fonts purchased from The Licensor, or creating derivative Fonts without prior written consent from The Licensor.

3. COPYRIGHT

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The Licensee will be held legally responsible, and indemnifies The Licensor, for any infringements on the copyright holder’s rights caused by failure to abide by the terms of this EULA.

4. TERMINATION

This EULA is effective until terminated. If The Licensee fails to comply with any term of this EULA, The Licensor may terminate this EULA with 30 days notice.

5. WARRANTY

The Fonts are provided “as is.” The Licensor makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

The Licensor shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if The Licensor has been advised of the possibility of such damages.

6. ENTIRE AGREEMENT

This EULA, in conjunction with the Receipt that accompanies each purchased Font licensed from The Licensor, constitutes the entire agreement between The Licensor and The Licensee.

7. AGREEMENT MODIFICATION

The Licensor and The Licensee may modify or amend this EULA when agreed to in writing.

8. WAIVER

The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Lostandfoundry

End User Licensing Agreement -Digital Ads

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The Licensor reserves the right to inspect or monitor your usage.

A Digital Ads License covers the usage in advertising on websites and mobile platforms such as banners, floating ads, pop ups, video ads, e-mail newsletters etc.

1. RIGHTS GRANTED

The Licensor grants to The Licensee a perpetual, worldwide, non-exclusive and non-transferable license to create, reproduce, modify, display, and distribute digital ads ("Digital Ads") that embed the Fonts in accordance with the terms and conditions of this EULA

1.1 STORAGE + BACKUP

Server Storage

The Licensee is permitted to upload the Fonts to a server or a cloud-based storage service that is owned, leased, or otherwise controlled by The Licensee, for the purpose of storage, asset management, and retrieval by The Licensee only.

Backup

The Licensee is permitted to make a reasonable number of backup copies of the Font for disaster recovery purposes only.

1.2 LIMITS

@Font-Face Only

The Licensee is only permitted to embed the Fonts in Digital Ads using the @font-face syntax in CSS stylesheets.

Monthly Impressions Limit

Digital Ads that embed the Fonts must not have a monthly combined impression count that exceeds the impressions per month limit indicated on the applicable order receipt ("Receipt").

1.3 RIGHTS

+ Multiple Digital Ads

The Licensee is permitted to embed the Fonts into more than one distinct Digital Ad.

1.4 RESTRICTIONS

X Digital Ads Only

The Licensee is prohibited from using the Fonts as typesetting on web pages other than Digital Ad units.

X Webfont Files Only

The Licensee must use the provided Fonts from The Licensor. Fonts designed for Digital Ads will be in the format of WOFF, and WOFF2. The Licensee is prohibited from embedding Fonts using standard desktop formats of OpenType (.otf) or TrueType (.ttf).

X Delete Inactive Fonts

Following the completed run of the Digital Ads embedding the Fonts, The Licensee must immediately delete the Fonts from any publicly accessible ad server.

X No Source Code Distribution

The Licensee is prohibited from redistributing the Fonts with any Digital Ad's source code.

X No Other Systems/Product Embedding

Licensed Users are prohibited from embedding or installing the Fonts in:

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Websites using CSS @font-face

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Webfont License

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E-Publishing License

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