

End User Licence Agreement (EULA)

1. Contractual Agreement

This End User Licensing Agreement ("EULA") is an agreement between You, the licensee, and us, Hypersand Studio Shop LTD ("Hypersand Studio Shop"), the Licensor.

By downloading, installing, uploading, sending, using, receiving or handling the Fonts owned by Hypersand Studio Shop, You are accepting the terms of this end-user licence agreement ("EULA") set out below, but the rights do not transfer to You until Hypersand Studio Shop has received full payment of the licence fee. By installing, accessing and/or using the fonts the Licensee acknowledges to have read, understood and agrees to be bound by this Licence.

When You become a licensed user, You have a non-exclusive, non-transferable, perpetual, worldwide license to use the fonts as specified in this EULA. There is no expiration to this licence, and You may continue to use the fonts as long as You like as long as You stay with the limits of Your licence. Hypersand Studio Shop retains the right to terminate Your licence if You violate any of the terms or conditions.

2. Intellectual Property & Copyright

Any and all Fonts represented by this EULA are the intellectual property of and copyrighted to Hypersand Studio Shop. In purchasing Fonts, You are purchasing a non-exclusive, non-transferable, non-assignable licence to use those Fonts under a specific set of conditions. When Hypersand Studio Shop receives from You the full payment of the appropriate licence, You become a licensed user, not an owner, of the Fonts nor of any part of the design. Any rights that are not specifically given by us in this contract are reserved. Your rights are limited to the chosen weights of the Fonts purchased at the time of checkout.

3. Company Size & Subcontractors

All licences are for use within a singular organisation or entity (referred to throughout this EULA as the "Company"). Our Fonts are licensed by the total number of people working full-time and part-time for the Company (also referred to as the "size" of the Company).

If the Company size increases after You purchase a licence and the Company moves into a different licensing tier, You will need to upgrade the license to reflect the current Company size. If You fail to pay for a higher tier of licence, you will be found in violation of this EULA and required to amend the licence, which may include additional fees.

Subcontractors

All licences cover the use of third-party subcontractors, such as outside designers, developers, etc. Subcontractors are only permitted to use the fonts insofar as to provide services relevant to the Company. Subcontractors may not use the fonts they receive from you in any other manner or for any other project or Company. It is the responsibility of the licensee named to ensure all licence restrictions, extents and limitations are communicated internally.

4. Licence Types

Our fonts are licensed based on how they will be used, and the licence type selected during the purchasing process will provide you with the appropriate font files. You may need to purchase multiple licence types depending on how You plan on using the fonts. The rights and regulations of each licence type are stated under their respective titles on this page.

Desktop Licence

A Desktop Licence permits the licence holder to install and use “Desktop fonts” on a computer only. Desktop fonts are provided in the .OTF file format and should only be used on a computer. It is not permitted to use Desktop fonts on a website, or embed desktop fonts in an application, ebook, or game.

All artwork created using the Desktop fonts must only permit viewing and printing (and not the editing, altering, enhancing, or modifying) of the text or artwork after it is finalised. It is permitted to upload images created with the Desktop fonts to the licence holder’s website, but the Desktop fonts must not be hosted on any web servers, websites or domains. If the font is to be used on the licence holder’s website or server, the appropriate Web Licence must be purchased and the appropriate Web font files used.

Web Licence

A Web Licence permits the licence holder to host and use “Web fonts” on web servers under the licence holder’s control, or under the control of a singular organisation, for a single website. Web fonts are provided in .WOFF file formats and should only be used on the web. You are not permitted to install the Web fonts on a computer, or embed the Web fonts in an app, ebook or game.

You may use the licensed Web fonts on a website for the licensed brand. If the licence holder owns or operates multiple brands, they are only permitted to use the Web fonts on the website that represents the licensed brand that was noted during the purchasing process. The Web fonts may not be served to unlicensed domains, even if they are hosted on a licensed domain. The Web fonts must not be used to create or save any documents, or raster or vector images, or embedded into applications or any other software. The hosting or serving of the Web fonts by any third party service is prohibited.

Licence Extensions

Use in TV / Film / Broadcasting, Native apps, Games apps, NFT creation and minting will require an extended licence.

Student Licence

To purchase a student licence and receive the student discount from our website, you must be a participating student member of an educational institution. You may use the fonts that you purchase with your student licence for projects related to your studies and also for personal projects. For commercial projects your client will need to be the licence holder and purchase the correct licence that corresponds to how they will use the fonts and the size of their company, regardless of your status as a student. After you finish your studies, you can continue to use the fonts you purchased as a student for personal driven projects until your company size increases and you need to upgrade your licence tier.

5. Personal Information

Your data

Unless otherwise specified, You retain ownership of the data submitted, including any visit, session, impression, click-through or click-stream data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing (the “Licensee’s data”).

Personal Information

To access certain parts of the website or purchase a Font, the Licensee must provide its name, email address and other potentially personal information (the “Personal information”). If they wish to purchase the Fonts, they may be asked to provide additional data, such as their credit card information to process a payment. The Licensor does not keep the Licensee’s payment information. The Licensee authorises the collection, usage and sharing of its Personal information to provide and improve the website and Fonts and to make the website more secure. This consent is considered granted once the Licensee accepts the Licence herein. The Licensor may collect, use, store or share a Licensee’s Personal information without their consent or knowledge, when it is allowed or required by law.

6. General Terms

Modification

You must not modify the Fonts under any circumstance. Re-naming, modifying characteristics or drawings, reverse engineering, and changing the Font format are all strictly prohibited. You are permitted to convert text into vector paths (for example outlining text in Illustrator) and edit those vector paths, but You are not permitted to make modifications to the Font software itself. Any and all modifications to Font software in any form, must be exclusively made by Hypersand Studio Shop. As the sole exception, if You purchased a Web Licence, You are permitted to subset the Web Fonts for the sole purpose of reducing file size. Hypersand Studio Shop will not provide subsetted fonts and any subsetted fonts are subject to the full terms and conditions of this EULA.

Font Files Protection

You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third-parties. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify Hypersand Studio Shop immediately.

Licensing Add-ons

The terms of any Licensing add-ons (meaning further licensing types, defined in add-ons to this EULA), are incorporated in the full terms of this EULA, unless otherwise noted.

Refunds, Warranty and Support

We do not give refunds. All sales are final. Fonts are provided “as is.” Hypersand Studio Shop disclaims all warranties, express or implied, of merchantability or fitness for a particular purpose in regards to the Font Software. If the Fonts are corrupted or delayed during transit or are found to contain a flaw, Hypersand Studio Shop will provide replacement Font Software for the same Font styles.

We are only able to provide customer support on applications able to run on one of the following operating system platforms, on versions that are under 5 years old: Apple MacOS, Apple iOS, Android, or Microsoft Windows, insofar as they support the Font files as they are supplied by Hypersand Studio Shop. Other operating systems are also covered under this agreement, but Hypersand Studio Shop cannot offer any technical support.

Liability

In no event will Hypersand Studio Shop be liable to You or any other person or entity for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to the subject matter of this EULA. Hypersand Studio Shop’s total liability for damages, if any, will be limited to the total fees paid by You to Hypersand Studio Shop.

Upgrades or Updates

Hypersand Studio Shop is not obligated to provide upgrades or updates of the Font s for any reason. If upgrades and updates are offered, they may be the subject of a new licence, which may have new terms and/or fees. Your acceptance of an upgrade or update will automatically terminate this EULA and Your right to use the version of the Fonts covered by this EULA.

Replacement of All Previous Agreements

This agreement replaces and supersedes any previously made oral or written proposal or agreement between You and Hypersand Studio Shop.

Multiple Licence Purchases

In the event of multiple licence purchases over time by You for the same Hypersand Studio Shop Font family (such as for additional styles or an expansion of usage rights), if there are any differences in the terms between or among the EULAs issued in connection with the purchases, Hypersand Studio Shop will have the right to require that the terms in the latest EULA govern the entirety of Your licensed uses of all Font Software supplied to You. Hypersand Studio Shop may also impose consistent EULA terms on any related entities (such as foreign affiliates or franchisees) that place orders for the same Font Software.

Marketing

From the moment the use of a licence is made in any way public by You, Hypersand Studio Shop is entitled to use Your Company's name, as well as other trademarks, and images and videos of the use, for marketing purposes only.

Amendments

Hypersand Studio Shop reserves the right to unilaterally amend the terms of the Licence insofar as any provisions herein are rendered obsolete or incomplete by new or changed technology, effective as of the date of publication of notice of the amendment on Hypersand Studio Shop's website.

Transparency

If Hypersand Studio Shop so requests, You are required to provide complete, accurate answers to Hypersand Studio Shop's questions concerning the size of your Company and/or equipment in which You have installed the Font Software and uses to which the Font Software has been put, certified by an officer of the Company.

In addition, upon at least 10 days' advance notice, Hypersand Studio Shop may, either through its own employees or through a third party designated by Hypersand Studio Shop, inspect Your records and equipment to verify compliance with the terms of the Licence. Hypersand Studio Shop will treat in confidence all information to which it has access in making an inspection, except as may be reasonable to enforce the Licence.

Breach of Contract; Termination

Your licence is subject to termination in Hypersand Studio Shop's sole discretion if You violate any of the terms and conditions stated herein. If You are found in breach of contract You have 7 days to amend the breach or Your licence terminates.

In the event of the termination of Your Licence, You must destroy the Font software and all copies thereof, as well as all materials containing the Font software in all forms of media. You must promptly submit a declaration signed by an officer of the Company that attests to the destruction of the Font software and materials in conformance with this Licence. No fees will be refundable to You upon termination. The cure of a violation or the termination of the Licence is without prejudice to Hypersand Studio Shop's entitlement to damages and costs.

If You violate any of the provisions of this EULA, in addition to any damages the violation may cause Hypersand Studio Shop, Hypersand Studio Shop will be entitled to payment by You of the costs incurred by it to investigate and address the violation, enforce the EULA and/or finalise a settlement, including reasonable legal fees.

Governing Law

This EULA shall be governed by, and construed in accordance with the laws of the United Kingdom. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA. Any dispute relating to this Agreement will be decided solely in the courts located in the United Kingdom, and the parties irrevocably submit to the personal jurisdiction of said courts for that purpose.

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Hypersand Studio Shop
Thank you for reading our EULA!