TYPEHEIST.

End-User License Agreement

Typeheist Intellectual Property License Agreement

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Please read this agreement carefully. This End-User License Agreement (**agreement**) sets out the terms under which Typeheist grants a licence to the Licensee for the Licensed Fonts, in exchange for the Fees.

The Licensee (or, **"you"**) will be taken to have accepted this agreement if you click the tick box to accept this agreement, or you order, accept, pay for or otherwise access any Licensed Fonts provided by Typeheist.

You must comply at all times with this agreement as a binding contract between you and Typeheist.

1. TERM

This agreement commences on the Effective Date and will continue with full force and effect unless and until terminated in accordance with clause 9 (**Term**).

2. INTELLECTUAL PROPERTY LICENCE

(a) Subject to the terms of this agreement and in exchange for the payment of the Fees, Typeheist grants to the Licensee a non-exclusive, non-transferrable, revocable, worldwide licence to use the Intellectual Property Rights in the Licensed Fonts as set out in the License Details for the Permitted Use during the Term (**Licence**).

(b) The Licensee acknowledges and agrees that all Intellectual Property Rights in the Licensed Fonts remain the sole property of Typeheist, and the Licensee will not acquire title or rights in the Licensed Fonts under this agreement.

3. TYPES OF LICENSES

3.1 STANDARD LICENSES

(a) The permitted use for which the Licensee **may** use the Licensed Fonts are, depending on your license as set out in your License Details (**Permitted Use**):

Desktop License

(i) Use of the Licensed Fonts is strictly and explicitly limited to the number of end users (**End Users**) declared and paid for at time of purchase and set out in your Licence Details.

(ii) For a single Desktop License purchase, the Licensed Fonts may be installed on not more than one device, such as desktop or laptop computer workstations, notebooks, netbooks, tablets, and/or smartphones.

(iii) If the Licensed Fonts will be installed on more than one device, an additional End User must be purchased for each additional device.

(iv) If you are a company purchasing a multi-user license for your employees, your employees may use the Licensed Fonts, subject to the terms of this agreement. You must notify all employees of the terms and conditions of this agreement and you are responsible for all actions of the employees.

Webfont License

(i) For a single webfont license, the Licensed Fonts may be displayed on not more than one website, with the number of monthly pageviews falling within the declared and purchased amount.

(ii) If the number of monthly pageviews exceeds the licensed amount, the correct license must be purchased.

(iii) The websites may be viewed with a web browser and/or via a web-based mobile app.

(iv) This license does not allow the Licensed Fonts to be embedded in a Web Based Customer Product (e.g. a web server application, SaaS or other online product); to be used for authoring purposes (e.g. in an application that provides editing functionality such as word processing or presentation design or that allows users to create graphic designs or merchandising).

App License

(i) For a single app license, the Licensed Fonts may be used on not more than one application title (such as a native iOS or Android mobile app) in a secure manner so that it cannot be extracted from or accessed outside of the App(s).

ePub License

(i) For a single ePub license, the Licensed Fonts may be used on not more than one Electronic Publication title (such as an eBook, eMagazine, eNewspaper or PDF).

Demo License

(ii) For personal use only, such as projects, designs, websites or education based projects.

(b) The Licensee acknowledges and agrees that the Licensee must not use the Licensed Fonts for any activities other than the Permitted Use, including not using the Licensed Fonts for any of the restricted activities set out in clauses 4.1 and 4.2 (unless the Licensee has purchased a separate License Extension). The Licensee indemnifies Typeheist against any loss, expense or damage Typeheist suffers as a result of the Licensee's failure to comply with the Permitted Use.

4. RESTRICTIONS AND LICENSE EXTENSIONS

4.1 GENERAL RESTRICTIONS

(a) You may not distribute, sell, modify, include, adapt, translate, reverse engineer, decompile, disassemble, translate into other font formats or other formats for use with other devices, or otherwise copy or include the Licensed Fonts without the express written consent of Typeheist.

(b) You acknowledge and agree that:

(i) Typeheist expressly reserves the right to create any such modifications, derivations or adaptations to the Licensed Fonts;

(ii) you must not adapt, modify, alter, translate, convert, or otherwise change the Licensed Fonts, or to create derivative works from the Licensed Fonts or any portion thereof (unless expressly agreed to by Typeheist);

(iii) you must not alter the Licensed Fonts for the purpose of adding any functionality which the Licensed Fonts did not have when you first accessed the Licensed Fonts

(iv) you must not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Licensed Fonts.

4.2 OTHER RESTRICTIONS

The Licensee must not use the Licensed Fonts for any of the following without express written permission from Typeheist (for which a separate licence or license extension can be arranged)

(a) Converting Licensed Fonts formats for web use

(i) Converting desktop font formats for use on the Internet is strictly prohibited.

(ii) Unless you have purchased a Webfont License, this License does NOT permit any conversion or transmitting of the Licensed Fonts over the Internet for the purposes of font serving or font replacement by means of WOFF2, WOFF, EOT, SVG & TTF, TypeKit, embeddable Open Type, or other technologies that now exist or may be developed in the future. If you wish to use the Licensed Fonts on the web in such a way, a separate Webfont License is required.

(b) Use exceeding 1,000,000 instances (high volume commercial use)

(i) More than 1,000,000 instances of use of either print or digital:

A. products, documents, promotional campaigns and/or related materials;

B. advertising campaigns and/or related materials; or

C.	product packaging and/or related materials;

is not permitted without a High Volume Commercial license extension (**High Volume Commercial License**).

(ii)	This includes, but is not limited to, each interior and/or exterior store/business sign, billboard and/or electronic billboard, product package, social media post, petrol pump display, billboard, coupon, media case, book cover, etc. in which the font appears in a static, rasterised, non-moving manner. **If you require this type of use, please contact for a quote.**

(c)	Use for broadcast or streamed content

The use of Licensed Fonts to create content that is broadcast or streamed, including, but not limited to, content that is broadcast, displayed and/or streamed via any terrestrial, satellite or internet service that exists now or in the future, including television, Netflix, YouTube, Facebook, Instagram, TikTok, Twitch, Vine, digital billboards, aircraft or taxi entertainment screens, Jumbotrons, movie theatres, or public spaces, etc. requires a broadcast/streaming license extension (**Broadcast/Streaming License**). **If you require this type of use, please contact for a quote.**

(d)	Customised Products

Creation of personalised or otherwise customised products for resale including, but not limited to, physical goods for retail sale such as T-shirts, greeting cards, mugs, postage stamps, stickers, post cards, business cards, invitations on a customised, per order basis for retail sale is not permitted without a license extension. **If you require this type of use, please contact for a quote.**

(e)	Server use

(i)	To install the Licensed Font on a server that will allow users to generate products such as PDFs, invoices, business cards using the font requires a server license extension (**Server License)**.

(ii)	A Server License does not cover making the Licensed Font available to users within SaaS applications (such as Figma or Canva), and a custom license is required for such.

(iii)	The Licensed Fonts cannot be distributed or downloaded from the server by the user. The server license does not cover print-on-demand applications where the user can use the font to print and / or sell products with the intent to resell those products.

5.	**QUALITY AND CONTROL**

The Licensee must:

(a)	immediately remove any use of the Licensed Fonts on social media or on any other website if requested by Typeheist (acting reasonably);

(b)	if the Licensed Fonts are used in a printed medium, include a colophon in the printed medium referencing Typeheist and their ownership and rights to the Licensed Fonts, if requested in writing by Typeheist;

(c)	if the Licensed Fonts are used on a web medium, include a web colophon and/or an annotation in the CSS document with a link to Typeheist's website (https://typeheist.co), if requested in wiring by Typeheist;

(d)	if your purchase a Demo License, you must accredit Typeheist with ownership by:

(i)	if the Licensed Fonts are used in a printed medium, include a colophon in the printed medium referencing Typeheist and their ownership and rights to the Licensed Fonts;

(ii)	if the Licensed Fonts are used on a web medium, include a web colophon and/or an annotation in the CSS document with a link to Typeheist's website (https://typeheist.co).

(e)	not do or authorise the doing of any act, matter or thing or omit to do anything whereby the Intellectual Property Rights in the Licensed Fonts may be prejudicially affected; and

(f)	ensure that all material and content that the Licensee designs or develops which features the Licensed Fonts is of a high professional quality.

6.	**FEES**

(a)	In exchange for the grant of the Licence, the Licensee must pay Typeheist the Fees in the amounts set out in the Licence Details, or as otherwise agreed in writing.

(b)	The Licensee will not be able to, and must not attempt to, download the Licensed Fonts until the Fees are paid in full.

(c)   Unless otherwise indicated, amounts stated in the Licence Details do not include GST. In relation to any GST payable for a taxable supply by Typeheist, the Licensee must pay the GST subject to Typeheist providing a tax invoice.

(d)   Typeheist reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

(e)   The Licensee must pay the Fees using the fee payment methods specified in the Licence Details.

(f)   (Refunds) The Licensed Fonts will only be refunded if they are defective. If you wish to claim a refund you must (a) certify that no copy of the Licensed Fonts remains in your possession or control and (b) provide proof of a valid sale and a valid sales receipt from Typeheist, and (c) provide other information requested by Typeheist to support your claim. All claims for a refund must be made within one (1) week of purchase.

7. LIMITATION OF LIABILITY

(a)   All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded.

(b)   To the maximum extent permitted by law, Typeheist limits all liability to the Licensee (and all End Users, and their respective representatives) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or the Licensed Fonts (or both, as the case may be) in aggregate for all claims to the total Fees paid by the Licensee to Typeheist for the Licensed Fonts giving rise to the liability.

(c)   (**Indemnity**) The Licensee indemnifies Typeheist and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from the Licensee or any End User's breach of this agreement or misuse of the Licensed Fonts (or both), except to the extent that such loss, damage or injury is caused or contributed to by Typeheist.

(d)   (**Consequential loss**) To the maximum extent permitted under applicable law, under no circumstances will Typeheist be liable to the Licensee for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or the Licensed Fonts.

8. DISPUTE RESOLUTION

(a)   A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

(b)   A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c)   Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

9. TERMINATION

9.1 TERMINATION BY TYPEHEIST FOR CAUSE

Typeheist may terminate this agreement immediately by notice to the Licensee if:

(a)   the Licensee is in breach of any term of this agreement and has failed to remedy the breach within 14 days after notice by Typeheist;

(b)   the Licensee commits a material breach of this agreement including, without limitation, of clauses 2, 3, 4, 5 or 6; or

(c)   a substantial change in its directors or in the persons who control the company occurs (legally or beneficially, and only if the Licensee is a company). The reasonable opinion of Typeheist about substantial change is conclusive.

9.2 EFFECT OF TERMINATION

(a)   In the event of termination, the Licensee must:

     (i)   immediately cease using the Licensed Fonts; and

(ii) remove the Licensed Fonts from all materials in the Licensee's and any User's care, custody or control that feature the Licensed Fonts, and, if the Licensed Fonts cannot be removed, then destroy all such material.

(b) To the maximum extent permitted under applicable law, the Licensee acknowledges and agrees that, given the nature of the Licensed Fonts, it is reasonable and appropriate that no refunds, replacements or repairs will be given on termination.

10. NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered via email to the other party regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**hello@typeheist.co**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent; or

(ii) when replied to by the other party,

whichever is earlier.

11. INTERPETATION PROVISIONS

11.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

11.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

11.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

11.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

11.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

11.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

12. DEFINED TERMS

Capitalised terms used in this agreement are defined as follows:

Effective Date	means the date this agreement is agreed to by the Licensee.
End User	has the meaning given to it in clause 3.1(a)(i)

Fees	means the amount payable by the Licensee to Typeheist in exchange for the licence granted under this agreement, as set out in the Licence Details.
Materials	includes drawings, graphics, artwork, brand names, logos, words and phraseology, typography, pictures, documents, software (in both source and object code form where that distinction is relevant), specifications, information, reports, manuals, flowcharts, working papers, layouts and data stored by any means.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Licence	has the meaning given in clause 2(a).
Licence Details	means the information set out on screen at the time of accepting this agreement and downloading the Licensed Fonts.
License Extension	means a license extension as set out in clause 4.2
Licensee, "you"	means the person or entity who pays the Fees and is entitled to download and access the Licensed Fonts.
Licensed Fonts	means the Materials owned and produced by Typeheist that are selected by the Licensee for download and are described in the Licence Details.
Typeheist	means the owner of all rights, including Intellectual Property Rights, in the Licensed Fonts, being LAURA EDDY ABN 97 916 967 883.
Permitted Use	has the meaning given in clause 3.1(a).
Term	has the meaning set out in clause 1.