

## A. INTRO

This is an agreement between you, the purchaser (and licensee), and BURGER TIPOGRAFIE WERKE (BTW Type from here on).

Fonts are considered software and like most software requires licenses for all devices that the fonts are installed on.

Your license to use our fonts is limited to the number of licenses purchased.

## B. OWNERSHIP & GENERAL LICENSE OVERVIEW

B.1 By purchasing, downloading, opening the file package, and/or using BTW Type's Font Software ("fonts"), you agree that this End User License Agreement (EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

B.2 Subject to the terms of this Agreement, BTW Type grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use the fonts in accordance with this Agreement and any other written agreement with BTW Type. BTW Type does not transfer the ownership of the fonts to you; the license granted to you is not a sale. The fonts remains the intellectual property of BTW Type.

B.3 The fonts and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part. You may make one copy of our fonts for backup purposes, providing you only have one copy installed on one computer being used by one user. Other users may not use your backup copy of the fonts on their computers/devices.

B.4 Each licensed copy of the fonts may be used on one single location within your organisation by one user. Use of the fonts means that you have loaded, installed, or ran the fonts on a computer or similar device. If you install the desktop fonts onto a multi-user platform, server or network (LAN exclusively), each and every individual user of the fonts must have a license. The desktop fonts may not be installed on a server that can be accessed via the internet or other network systems.

B.5 This Software contains copyrighted material, trade secrets and other proprietary material of BTW Type. You shall not, and may not attempt to, reverse engineer, disassemble, decompile or open our fonts in any font editing software.

B.6 The fonts may only be modified once written approval has been granted by BTW Type. Modified fonts may not be

re-sold, offered for re-sale, transferred or sub-licensed in whole or in part, to other users or organisations.

The modified fonts can only be shared with users that have a license for the font that was modified. BTW Type does not provide technical support or guarantee the correct functioning of any modified fonts. The modified fonts' rights, which includes copyright and trademarks, remains with BTW Type.

B.7 Due to the nature of fonts, our fonts are non-returnable & non-refundable. If you do have any trouble installing or using our fonts, we will replace it within 48 hours. That will be the limit of our liability.

B.8 Our license tiers for the amount of computers the fonts will be installed on, are as follows: 1-5, 6-10, 11-25, 26-50, 51-100, 101-200, 201-300, 301-400, 401-600, 601-800, 801-1000, 1001-1500, 1501-2000.

## C. DESKTOP LICENSES

C.1 Embedding of desktop fonts are only allowed for printing and internal communications in the following file formats: PDF (Portable Document Format), EPS (Encapsulated PostScript) & PS (PostScript). PDFs that will be used online or for external communications must be in a secure, read-only mode to ensure that the extraction of the fonts are prevented.

C.2 Fonts may only be sent to a prepress bureau or commercial printer for printing purposes. The bureau/printer may only use the fonts for output purposes and not for modifications to the design. Additional license will have to be purchased to cover this usage. Once production of the prints have been completed, the fonts must be deleted by the prepress bureau. This EULA must also be sent with the fonts and the licensee must notify the prepress bureau of the terms of this agreement.

## D. TRIAL LICENSES

D.1 Trail fonts may only be installed on one computer that is your property and only used by one user.

D.2 Trail fonts may only be used for testing purposes and not for any commercial work.

D.3 Trail fonts may not be sold, offered for sale, transferred or sub-licensed in whole or in part, to other users or organisations.

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#### **E. WEB LICENSES**

E.1 A web license is for one domain only. Additional licenses will have to be purchased for use on other domains.

E.2 Only the BTW Type supplied WOFF and EOT files may be used for websites. It is forbidden to generate your own WOFF and EOT files through online converters like FontSquirrel.

E.3 All websites that use our webfonts must be registered with us. Only @font-face may be used to serve our webfonts. The fonts may only be self-hosted with an .htaccess file that secures our fonts and prevents hot-linking.

#### **F. APP LICENSES**

F.1 An app license is for one mobile application only. Additional licenses will have to be purchased for use in other apps.

F.2 Only BTW Type supplied OTF files may be used for mobile apps.

F.3 All mobile apps that use our fonts must be registered with us.

#### **G. LIABILITY & WARRANTIES**

G.1 In no event (including, without limitation, in the event of negligence) will BTW Type be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, fonts or the use or inability to use the fonts or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

G.2 Except as expressly stated in writing, BTW Type makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

#### **H. TERMINATION**

Without prejudice to any other rights, BTW Type may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, the license will be terminated and all copies of the fonts must be deleted and no refunds may be claimed.

#### **I. GOVERNING LAW**

This Agreement shall be governed by the law of South Africa. The courts of Johannesburg, South Africa shall have jurisdiction.

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We do our outmost best to ensure our products are of a high technical standard and we hope you enjoy using our products. Our desktop fonts are sent as OTF files, but TTF files can be requested. If you have any questions or issues relating to our products or licensing, please send us an email to: [support@btwtype.com](mailto:support@btwtype.com)