

Standard Licence (Single User)

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The Standard Licence is intended for a single user (ie one human being). The number of computers on which the fonts may be installed at any one time can be up to 10 because these days a person tends to have a lot of different devices (desktop, laptop, tablet, smartphone etc) on which they may want to install the fonts. If you are an individual (eg parent, student) and you are content to restrict your personal use of the fonts to no more than 2 computers then you may wish to take advantage of our [Home Licence](#) (25% discount). Note: the Home Licence is not available for teachers as they have other cost-saving options not generally available to parents and students.

If you are in an organization (eg a school, business etc) where multiple users (ie more than one) need to have access to a pool of computers (or even to just one computer) then the appropriate licence for you is our [Site Licence](#). An organization is free to purchase a Standard Licence but the use of the fonts will be restricted to one particular person.

A Standard Licence is a prerequisite for obtaining a [Publishing Licence](#) or a [Web Licence](#).

The Standard Licence fee does **not** include the supply a backup disc (CD/DVD) which may be purchased at additional cost (see [Price List](#)).

END-USER LICENCE AGREEMENT (EULA)

DEFINITIONS:

This End-User License Agreement ('EULA' – the 'Agreement') is an agreement between you (the 'Buyer', being either a corporation or an individual natural person) and Graphity! (the 'Seller') in relation to your purchase, installation and subsequent use of the attached software Product (the 'Product'), including equally all accompanying printed and electronic documentation. By offering you the Product for sale Graphity! agrees to be bound by the terms of this EULA and by downloading, installing, copying, or otherwise using the Product you the Buyer agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to use the software even if you have paid for it and you should not copy it or install it, rather you should delete all files and request a full refund. For the purposes of this Agreement the term 'User' refers strictly only to an individual natural person. The term 'User' cannot refer to a corporation as a whole *nor* to the *totality* of all natural persons within a corporation. In cases where the 'User' and 'Buyer' are not the same entity, the 'User' needs to be a specific natural person who is in the direct employ, service or control of the 'Buyer' and who is using the fonts for the Licensee's purposes. A 'Workstation' is any device on which the software Product is installed or loaded.

PLEASE NOTE: If you have purchased a variant of our Single-User Standard Licence (for instance, a Single-User [Home Licence](#) for 2 Workstations or a Multi-User [Site Licence](#) for a specified number of Workstations) this Agreement applies in full in all respects with the only change being to substitute the actual number of agreed Users and Workstations relevant to your particular Licence. If you have purchased a [Publishing Licence](#) or [Web Licence](#), for which this Standard Licence is a prerequisite, then the Conditions of this Agreement apply in full along with any additional features specified for the Publishing Licence or Web Licence.

THE BUYER AND SELLER MUTUALLY AGREE AS FOLLOWS:

(a) INTELLECTUAL PROPERTY AND COPYRIGHT: The Buyer acknowledges that the Product is the Intellectual Property of the Seller, Graphity! and that the Product's name, structure, documentation, interface design, data (including path data, metrics, hinting, mapping, OpenType code etc) and organization are the valuable trade assets of the Seller for which the Seller deserves fair recompense in proportion to the number of Workstations. The above Intellectual Property, Copyrights and Trademarks of the Seller are protected by Copyright law, Intellectual Property law and other International Treaty protection provisions. Other Trademarks and Service Marks accompanying this Product and its documentation are the property of their respective owners and no ownership or association is claimed or to be implied.

(b) COPYING, INSTALLATION AND USE: The Seller has determined that under this Standard Licence the maximum number of Workstations on which the software is permitted to be installed at any one time is 10. The Buyer may load, install and use the Product on up to and including 10 Workstations, or load, install and use the Product on a network or intranet provided that the *total* number of Workstations with access to the Product never exceeds 10. All 10 Workstations *do not* need to be in the same geographical location but they *all must* be all owned and controlled by the same Buyer. Any copy of the Product that is permitted to be made under this Agreement (see Clause (c) below) *must* contain with it the EULA document as well as any other documentation that was supplied with the original Product.

(c) BACKUP COPY: In addition to the copies of the Product loaded on the permitted Workstations, the Buyer may make a total of one additional backup/archive copy of the Product on any media.

(d) ADDITIONAL USERS AND/OR WORKSTATIONS: If the Buyer needs to install the Product on more than 10 Workstations, or to provide access to more than one User, or both, the Buyer must first contact the Seller and purchase an additional grant of license (ie a [Site Licence](#)) to cover the additional Workstations, Users, or both.

(e) NON-EXCLUSIVITY: The Buyer understands and accepts that others are able to purchase exactly the same Product.

(f) UPGRADES AND UPDATES: The Seller will advise Buyers on their database of the release of Updates and Upgrades for the products they have purchased direct from the Seller or any of its agents. Updates will always be supplied free. Upgrades will be charged for or supplied free at the Seller's discretion. If the Buyer obtains an Upgrade or Update to this Product (whether paid for or supplied free) this does *not* grant the Buyer an *additional* software licence, rather the installation and use of the updated or upgraded Product is strictly in accordance with the *latest version of the same EULA*.

(g) TRANSFER: The Buyer may not permanently or temporarily transfer any version of the Product (including superceded versions) to another entity for payment or otherwise whilst still retaining a copy of the Product themselves even if it is not to be used by them. The Buyer may however permanently transfer by sale, gift or otherwise all of their rights and obligations under this EULA, provided the recipient first agrees to the terms of this EULA. Upon transfer, the original Buyer must uninstall and permanently erase all copies of the Product and Documentation. For the purposes of the ongoing application of this EULA, the entity with whom the Product finally resides is regarded as the new 'Buyer' and Graphity! remains as the 'Seller'.

(h) PROOF OF PURCHASE: The Seller guarantees to keep on file a record of all Product purchases made directly from the Seller or any of its authorized agents. However, if the Buyer's copy of the Product was not purchased direct from the Seller or one of its agents then the obligation falls to the participants in the transfer to ensure that they keep a clear record of the transfer/purchase (eg invoice, receipt, contract etc). Proof of the change of ownership will be required to be produced in the event of any Claim against the Seller or any request for Technical Support.

(i) USING AND MODIFYING THE PRODUCT FOR THE BUYER'S OWN USE: Except as described in (j) below, the Buyer may freely use and modify (re-format, adapt, edit, translate, reverse engineer, disassemble, rename, decompile) the Product for any purpose provided that it is *strictly for the Buyer's own use*. However, while the Buyer may legitimately claim the Copyright to the modifications (insofar as these modifications have significance in their own right) *the actual modified Product and its use is still governed by this EULA just as if it was the original Product*. In particular, the Buyer may not sell, licence or otherwise disseminate the modified product beyond the terms of the EULA for the original Product. Also, please note that certain rights of the Buyer described below, namely **(m): Product Guarantee, (o): Limited Warranty, (p): Limitation of Liability, (r): Common Law Rights** and **(s): Jurisdiction** do *not* extend to versions of the Product as modified by the Buyer. Finally, nothing in this clause or elsewhere in this EULA prevents you from limiting the use of your modified version of the Product to a *greater* extent the existing restrictions in this EULA.

(j) USES AND MODIFICATIONS NOT REGARDED AS BEING FOR THE BUYER'S OWN USE: Certain uses and modifications are *not* eligible to be described as "strictly for the Buyer's own use" for the purposes of this EULA and specifically clause (i) above, namely **(1):** Increasing the document Embedding Setting of fonts (ie to the "Installable: Everything is Allowed" level) is most definitely not regarded as a modification of the Product "strictly for the Buyer's own use" because it may ultimately provide access to the Product by entities who are not covered by this EULA; and **(2):** Re-formatting the Product for embedding into web pages (eg eot, woff, svg, ttf) may only be performed by the Seller and may, at the sole discretion of the Seller, entail additional costs and Conditions ([Web Licence](#)); and **(3):** The incorporation of any or all of the Intellectual Property in this Product (or a modified version of it) as a significant, identifiable and value-adding part of another product to be sold by the Buyer or licensed or distributed by the Buyer beyond the terms of this EULA (eg book, website, computer application, app, physical object etc) requires the explicit prior consent of the Seller and may, at the sole discretion of the Seller, entail additional costs and Conditions ([Publishing Licence](#)).

(k) FITNESS FOR PURPOSE: The "fitness for purpose" of this Product for use with the Buyer's particular skills, in the Buyer's particular industry and on the Buyer's equipment is entirely for the Buyer to ascertain by due diligence *prior* to purchase and, provided the software is functioning according to the Product description, the entire risk arising out of the Buyer's use of the Product in their situation remains entirely with the Buyer. No refunds will be entertained which are purely on the basis of "fitness for purpose". See our [Refunds Policy](#) statement for more detail.

(l) ETHICAL USE (Unenforceable): Adherence to this clause in entirely voluntary and is acknowledged by the Seller to be totally non-binding and unenforceable. Notwithstanding this, the Seller of the Product wishes it to be known that they would prefer that the Product was not used in any manner associated with the infliction of suffering, the denial of rights, or the causation of environmental harm.

(m) PRODUCT GUARANTEE: The Seller Guarantees in good faith that the Product as supplied by the Seller (ie not as subsequently modified by the Buyer) is fully capable of performing the functions described in the Product description and information (including Operating System and Application requirements) made available to the Buyer before or at the time of purchase either directly or via the Seller's website.

(n) TECHNICAL SUPPORT: The Seller will provide timely and appropriate Technical Support, including installation support, for the Product for a minimum period of 12 months after the purchase of the Product direct from the Seller or one of its authorized agents. Support may be by email or phone at the Seller's discretion. Before contacting the Seller for technical support, the Buyer is encouraged to first check the documentation that accompanies the Product or information available on the Seller's website for possible answers to their particular problem or question.

(o) LIMITED WARRANTY: The Seller's Limited 12-Month Warranty applies to the Product as supplied (ie not as subsequently modified by the Buyer) and is strictly limited to the following: **In accordance with the Product Guarantee, in the event that the Buyer advises the Seller of a consistent, reproducible failure of the Product to perform according to the Product Specifications made available to the Buyer at the time of purchase, the Seller will make a prompt and thorough attempt to analyze the problem and to modify the Product so that it performs to the above-mentioned specifications. If and only if the Seller concludes that the problem is entirely due to a limitation of the Product's design which cannot be rectified either at all or in a reasonable timeframe, the Seller will at its discretion refund the entire purchase price to the Buyer. This Limited Warranty expires 12 months after the original purchase of the Product direct from the Seller or one of its authorized agents.**

(p) LIMITATION OF LIABILITY: Because computer environments and user skills vary enormously and over time, in no event shall the Seller be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this Product as supplied (ie not as modified by the Buyer), even if the Seller has been advised in advance of the possibility of such damages.

(q) REASONABLE EXPECTATION THAT THE BUYER WILL ACT TO LIMIT THEIR OWN LOSSES: If the Buyer feels that there is any indication whatsoever of a potential for damage or loss resulting from their use of the Product, the Buyer should immediately cease using the software in order to minimise their own loss. The Buyer should also immediately advise the Seller of the situation in order to give the Seller the earliest possible opportunity to minimise their own and the Buyer's loss. **Note: Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations (p) and (q) above may not apply in all cases.**

(r) COMMON LAW RIGHTS: Rights of consumers under common law and under local jurisdictions may apply and this agreement does in no way contradict or voids other rights or obligations under law.

(s) JURISDICTION: This EULA is governed by the laws of the State of South Australia, Australia being the geographical location from which the Product was first sold.

(t) COMMENCEMENT/TERMINATION: This Agreement commences with the receipt of full payment for the Product and exists in perpetuity, binding both the Buyer and the Seller or their respective assignees. This Agreement *cannot* be terminated unilaterally by the Buyer or the Seller. It can be terminated only by the mutual consent of both Buyer and Seller, or by an order made by a Court of Law which has relevance and jurisprudence.

Any Questions? Contact:

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