

*Please also review our Privacy Policy and Terms and Conditions which govern your access to and use of our website.*

*We welcome you to our latest project: Kobu Foundry.*

*At Kobu, we believe the best way to nurture trust with our clients and ensure we meet their expectations is to set, in a clear and accurate approach, an agreement in which the relationship is established and defined. To a standard agreement, different options are added to approach specific wills and requirements of each client. Throughout the agreement, the client expresses choices and preferences, generating, in the end, an agreement fitted to particular industries, challenges and needs.*

*By submitting this LA, YOU agree to all of the terms and conditions of this LA effective as of the date of submission and you represent, with full authority, the party who enters this agreement.*

## **END USER LICENSE AGREEMENT**

**BETWEEN:**

**KOBU - Agência Criativa Digital, Lda.**, with its registered office at Rua Vasco da Gama, n.º 21 - 2.º Frente, 8000-442 Faro, Portugal, registered in the Company Registry (*Conservatória do Registo Comercial*) of Faro under the sole registration and tax payer number 513240772, holder of the Permanent Certificate (*Certidão Permanente*) with Access Code 0652-2277-7560, for due legal purposes represented hereto by its managing partner Nuno Miguel Martins Tenazinha, hereinafter referred to as **KOBU**,

**and**

**YOU**, the purchaser

WHEREAS:

- i. **KOBU** provides goods and services, namely and specifically for this License Agreement (henceforth, LA), fonts and the corresponding software;
- ii. **KOBU** owns the **Font** and corresponding software provided;
- iii. **YOU** intend to purchase a license to use a **Font**;
- iv. **Font** means the typeface designs;
- v. **Font software** is a software which, when used on an appropriate device, generates the **Font**, and includes upgrades and updates;
- vi. In this LA, “Font”, “Fonts” or “Font software” have the same meanings, unless otherwise specified, and are defined as the designs of the font(s) and the corresponding software;
- vii. This LA is a legal contract between **YOU** and **KOBU**;
- viii. After filling in and submitting this LA, a full copy of the terms will be sent to the email address provided in addition to the corresponding invoice;
- ix. After receiving the proof of payment, the LA will take effect and **YOU** may download the chosen **Font**;

both Parties conclude the present License Agreement in good faith, pursuant to the terms of the aforementioned recitals and the following terms:

**1. OBJECT**

- a. The object of this agreement is the **Font** named **Taiyo Serif Medium Trial**.
- b. Upon the LA taking effect as mentioned previously in recitals iv. and v., **KOBU** will grant **YOU** a non-exclusive license to use the chosen **Font** and corresponding software within the terms and conditions of this agreement.
- c. **YOU** cannot make backup copies of the **Fonts** for archival purposes.

**2. TERM AND RENEWAL**

- a. This agreement is valid for 60 days and non-renewable.
- b. After the aforementioned period, **YOU** will discontinue using and delete the original of the **Font** and any copies **YOU** may have in your possession.

### 3. USE OF THE FONT

- a. This LA allows **YOU** to install and use the **Font** on not more than one computer.
- b. **YOU** may give the **Font** the following usages:
  - i. graphic or digital design: testing and preparation of creative works which include the **Fonts**, for printing or digital channels, expressly excluding any kind of generating text in websites and/or web applications or mobile; the creative work is intended for educational purposes only and can not be used for any commercial purpose.
- c. **YOU** may not embed the **Font** in any way, either editable or non-editable files, neither electronic documents for previewing or printing use. You will take all security measures to ensure that the **Font** cannot be obtained by third-parties.
- d. **YOU** may not publicly display any type of work using the **Font**, either for commercial or personal purposes, without prior written consent of KOBU. An exception is made if the **Fonts** are used in the context of educational purposes (for example, school projects). Please bear in mind that the font software that you possess is for testing purposes only.

### 4. INTEGRITY OF THE FONT

- a. The rights granted to **YOU** are for usage of the **Fonts** in its original form only.
- b. **YOU** undertake not to, in any way, modify the **Fonts software** without the prior written consent of **KOBU**.
- c. **YOU** may only edit the **Fonts** typefaces for the purposes of paragraph b) of the previous Clause.
- d. **YOU** shall adopt all measures necessary to impede the undue use of the **Fonts** by any person that had access to it and shall ensure the adequate measures to prevent any breach of the present agreement assuming all responsibilities if a breach occurs.

### 5. TRANSFER OF THE FONT

- a. These **Fonts** are non-transferable.
- b. **YOU** may not share, sell, lend, sublicense, lease, distribute, donate to any third party or entity.
- c. **YOU** shall adopt all measures necessary to impede the undue use of the **Fonts** by any person that had access to it and shall ensure the adequate measures to prevent any breach of the present agreement assuming all responsibilities if a breach occurs. Specifically, if a document with the **Fonts** is provided to a print shop or related business for printing, the service must destroy any and all copies of the **Font** upon completion of the works.

## **6. PRICE AND FORM OF PAYMENT**

- a. The trial version of these **Fonts** is given to you for free.

## **7. REFUNDS**

- a. The **Fonts** may be exchanged only if defective.
- b. If **YOU** do not agree to the terms of this LA and **YOU** wish to claim a refund **YOU** must (1) certify that no copy of the **Font(s)** remains in your possession or control and (2) provide proof of a valid sale and a valid sales receipt.
- c. All claims must be made within two weeks of purchase.

## **8. INTELLECTUAL PROPERTY OF THE FONT**

- a. **KOBU** holds the intellectual property rights of the **Fonts** and its software, object of this agreement, and shall continue sole owner of all its intellectual property rights.
- b. The **Fonts** are protected by international copyright laws and **YOU** will be duly accountable for any breach of contract and non-compliance with the law.

## **9. ADDITIONAL SERVICES**

- a. In case **YOU** detect any bugs or malfunctioning, **YOU** will notify **KOBU**. **YOU** will be informed upon completion of the necessary updates after which **YOU** may proceed to a new download.
- b. Any additional services - support, maintenance or any others - to be requested by **YOU** and provided by **KOBU** after delivering the **Font** are billed in addition to this agreement.

## **10. TRANSFER OF CONTRACT POSITION**

None of the Parties can, without the prior written consent of the other Party, transfer its contract position to third parties.

## **11. TERMINATION**

- a. The non-fulfilment by any of the Parties of the duties emerging from the present contract confers, to the other Party, the right to terminate the contract, notwithstanding the right of to claim for compensation and damages suffered, in accordance with the Portuguese law.

- b. In the event of termination, **YOU** will immediately discontinue using and delete the original of the **Fonts** and any copies **YOU** may have in your possession.

## 12.CONTACTS

If you have any question regarding the use and/or application of this **Font**, please contact us through the below e-mail.

**KOBU:** [support@kobufoundry.com](mailto:support@kobufoundry.com)

## 13.APPLICABLE LAW, COMPETENT JURISDICTION AND LEGAL INFORMATION

- a. Any dispute of any sort that may arise out of the interpretation or execution of the present contract, between **YOU** and **KOBU**, shall be interpreted and governed in accordance with the Portuguese legal framework.
- b. All dispute shall be submitted to the competent court of law of the district of Faro, Portugal, with express waiver to any other.
- c. **KOBU** reserves all rights to modify, enforce and terminate this license to the extent that it is permitted by law. If **YOU** fail to comply with this agreement, **KOBU** is entitled to payment by **YOU** of the costs needed to address any issues and enforce this License.

## 14.OUT-OF-COURT SETTLEMENTS

**KOBU** does not engage in out-of-court settlements before consumer arbitration bodies. However, with accordance with Regulation (EU) 524/2013, **YOU** may access <http://ec.europa.eu/consumers/odr/>, a platform for online dispute resolution.