

Fontsmith

Trial Licence

BY CLICKING ON THE "ACCEPT" BUTTON, PROVIDING DIGITAL SIGNATURES AND/OR BY CONTINUING TO ACCESS OUR SERVICE AND USE OUR FONT SOFTWARE AND/OR RETURNING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST DISCONTINUE NOW. WHERE YOU ARE USING THIS SERVICE ON BEHALF OF A BUSINESS, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER THIS CONTRACT ON BEHALF OF YOUR COMPANY (OR OTHER LEGAL ENTITY).

Fontsmith Limited operates exclusively on a B2B basis, it does not contract directly to the general public. It does not deal with consumer sales and/or licensing. By continuing you are confirming that you are not a consumer for the purposes of the Consumer Credit, Consumer Rights, and Sale of Goods legislation and that you are in business and placing an order for the purpose of that business and not for personal use.

What is the Trial Licence?

This, as the name suggests, is our trial licence and is intended for use by anyone looking to see if our fonts are suitable for them before committing to purchase a licence for commercial use. Installation is permitted on a single workstation and **not** on your server. Please note that the trial is for a limited character set only.

This Licence allows your company to use the Font Software (defined below), commencing on when you accept these terms, on a perpetual basis subject to Fontsmith's right of termination as set out in section 2. The licence is for internal assessment purposes only. Please note that this **does not** stop you from showing .jpgs, png files/assets created using the Font Software to clients.

Things included:

- By entering into this Trial Licence, you can use the Font Software, on a perpetual basis for internal assessment purposes only.
- You can use the Font Software to make bitmap graphics for internal non-commercial purposes only. However, you **are** permitted to use the assets/materials created using the Font Software to pitch to your clients.

Things not included:

- No use other than internal assessment is permitted. You must not distribute or make available the Font Software to any third party, embed it or install it on any server.

1. Trial Licence Parameters

- 1.1 This agreement shall come into force when you tick the box/click accept, or upon your acceptance of the terms of this agreement following which Fontsmith hereby grants to you (on the terms set out herein and licence basis, above) a non-exclusive, non-transferable, single user, personal right to use the Font Software (being software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments) for the trial purposes, above.. This shall not permit any distribution whatsoever of the Font Software or installation on any server or code repository (where multiple users may access the Font Software simultaneously).

- 1.2 You shall not (and shall ensure that no third party does not) use the Font Software or any assets or materials (jpg, SPV, png files etc) created using the Font Software during the trial term for any commercial purpose.
- 1.3 Where the licence granted includes a 'variable' version of the Font Software (being a font file that contains different variations of the typeface in a single file allowing 'on the fly' manipulation and changes to font parameters from a single file; the Font Software file shall be identified as 'variable' when downloaded), notwithstanding any other term, Fontsmith makes no warranty or representation in relation to the functionality of the variable Font Software file and it is provided 'as is' with no further support. Use of variable Font Software files is at your own risk and you acknowledge that the support and compatibility of variable fonts is subject to browser and other software parameters.

2. Termination

Upon written notice from Fontsmith (which may be provided by email or otherwise at any time) you shall immediately and irretrievably delete the Font Software from your systems all rights to use the Font Software and this Trial Licence shall automatically terminate.

3. Other Terms

This agreement incorporates by reference all of the terms and Standard Conditions of Sale that can be seen on our website which you hereby confirm you have read and agree to as part of this agreement.