



Shapes for Cash End User License Agreement (EULA)

WEB



This End User License Agreement (also referred to in this document as “EULA”, “License”, “Agreement”, or “License Agreement”) is a legal agreement between you and Timothy Donaldson, trading under the name Shapes for Cash. It is acknowledged that “Web” is a term that predates the World Wide Web, and even the internet, by many hundreds of years, being used to describe things produced in a microscopic world of silk and spinnerets, but also to describe the feet of water birds, woven fabrics and even large newspaper printing presses. Be that as it may, “Web” is the term we shall persist in using here /

By buying the Font Software you are agreeing to be bound by the terms of one, or several of the Shapes for Cash License Agreements. Shapes for Cash grants you a non-exclusive, non-transferrable License to use the Font Software, provided that you agree to – and abide by – the following conditions:

font software

The typeface and the font /

In the context of this License, “Font Software” is defined as the design of the Typeface (the visible shapes), the geometry used to describe the shapes, together with its encoding in software (the thing you install), which is used to generate/print the appearance of typefaces, symbols, ornaments, graphemes or shapes.

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licensed use

You can use it on a website: /

Your purchase grants to you the right to style HTML and SVG documents for use via the CSS @font-face declaration. Any other techniques of transmitting or viewing the Font Software are strictly prohibited.

unlicensed use

Some things you definitely can't do with it /

Use of the Font Software in the following listed circumstances and/or applications is not covered by this License, and is therefore forbidden without first obtaining the right License or License upgrade:

- _installation/use on desktop and laptop computers
- _use in digital advertisements;
- _embedding in apps;
- _embedding in software;
- _embedding in electronic devices;
- _embedding in epub;
- _server use;
- _social media use;
- _gaming use;
- _broadcasting and streaming of audio-visual titles;
- _retail and merchandise use;
- _use in templates;
- _use in the creation of customisable designs or products;
- _alphabet and/or letterform-related products, intended for resale;
- _letterform creation products or devices, intended for resale;
- _saas use;
- _the creation of any derivative typeface or font;
- _the conversion, modification or adaptation of the font software;
- _the inclusion of the Font Software in a mobile or other application, including iOS, Windows Mobile or Android applications

If you are unsure whether your use of the Font Software is specifically permitted under this Agreement, please contact Shapes for Cash.

desktop

No printing, sorry /

The Shapes for Cash Web License Agreement is for WWW use only. The license does not cover usage of the fonts on a desktop or laptop computer or any use other than to display typefaces on a website. If you want to use Shapes for Cash's fonts for printing, you will need to purchase a Desktop License Agreement.

apps

No apps, sorry /

If you want to use Shapes for Cash's fonts within an app on iOS, Android, Windows Mobile or similar, you will need to purchase an App License Agreement.

device embedding

No embedding, except: /

You are not permitted to embed the Font Software in an electronic device. “Embedded Electronic Devices” includes the use of the Font Software on a device for on-screen display, in multiple locations. Examples of this are devices such as kiosks, gaming devices, embroidery or sewing machines etc.. The Font Software may only be embedded and resident within a device provided it cannot be extracted from the device.

entities & licensees

It's not permitted for multiple entities to share a single License /

Each separate entity needs to acquire its own License. If you are a design company, advertising agency, consultancy, or if you are purchasing this License for use by — or on behalf of — such an entity, or a third-party, the End User (the client) must also purchase a License appropriate for the intended use of the Font Software. In the case when the End User will need or require copies of the Font Software, they must also purchase their own License. The License is strictly for use by the License holder: it does not cover or extend to uses by third parties. (by way of example: freelance or independent contractors, or temporary employees using the Font Software in professional environments or for other professional uses).

installation

The amount of machines on which you can install the Font Software is finite /

If the Font Software will be installed on a greater number of computing devices than purchased Licenses, an additional License must be acquired for every additional computing device. The Font Software is licensed for use by a specific number of computing devices registered in the Sales Invoice accompanying this EULA.

location

Number of locations must match number of Licenses /

Use of the Font Software in more than one location is permitted provided that each location — or user of the computing device in that location — is licensed. You are not entitled to a refund or any other adjustments in the event of a reduction in the number of computing devices or a reduction of the number of locations.

domains

one (1): /

The License Agreement is limited to one (1) domain. You may also use the Font Software on sub-domains of the Web Domain. If you wish to obtain a licence that permits use of the Font Software on a related or separate domain, please contact Shapes for Cash for a license upgrade.

pageviews

Your views are important: /

A page view is defined as a request to load a page that references the Font Software via the css @font-face mechanism. The Font Software is licensed for a maximum number of page views per month registered in your Sales Invoice accompanying this EULA. If the maximum number of allowed page views is exceeded, an additional license, or license upgrade is required. If you anticipate there will be an increase in page views, or an increase in the number of domains, you should notify Shapes for Cash as early as possible and acquire a license upgrade. You are not entitled to a refund, offset or other adjustment in the event of a reduction in the number of domains or reduction of the number of maximum page views. You must ensure that page views are recorded by an appropriate method. Shapes for Cash has the right to request, and you hereby agree to provide within seven working days, an accurate report of your page view counts.

hosting

Keep it to yourself: /

Uploading the Font Software to GitHub repositories, or similar services is prohibited and represents unauthorised sharing and distribution of the Font Software. It would be a breach of this Agreement and would result in the immediate termination of this License. Any process, technique or device such as hot-linking, re-serving or re-directing that allows access to and/or use of the Font Software by unlicensed parties is strictly prohibited.

web forms

Good form, bad form: /

The use of the Font Software for web forms is permitted. However, any other editable use of the Fonts, such as in templates or for use in the creation of customisable designs or products requires the purchase of a separate license.

logotypes

*You may use the Font Software in a logotype design
without any additional charge if: /*

You may use the Font Software in a logotype design without any additional charge if the annual gross revenue of that company is less than £3,000,000. If the company's gross revenue exceeds this, additional licensing is needed. You must contact Shapes for Cash to discuss additional licensing.

commercial product

means: /

In this Agreement, “Commercial Product” means, any use of the Font Software to make a product that is offered for distribution to the public in exchange for financial remuneration. An example of this might be an editable electronic document that uses The Font Software.

Such an electronic publication to be distributed for a fee shall be considered a Commercial Product. An electronic document which is distributed in a format that permits only the viewing and printing of the orthographic image or document (not the editing, altering, enhancing, modifying or extraction of the Font Software) is permitted.

Use in any application in which an unlicensed third party could use the typeface to customise their own designs or to create static documents or images (e.g. an online design application; iron-on lettering; rubber stamps; dry transfer letters; self-adhesive letters; a print-on-demand service) is not permitted by this license. If such a use is desired, you must obtain the written permission of Shapes for Cash and may be required to purchase a License upgrade.

back-up copying

The right to make copies /

You may make copies of the Font Software for back-up purposes.

protection

You must use protection: /

Any use of the Font’s outlines, in a way that permits the extraction of the Font Software and/or of the designs within is prohibited. To avoid unauthorised distribution of the Font Software, you agree to take all necessary steps to provide security against unlicensed use of or access to the Font Software.

modification

You are not permitted to do some things /

You are not permitted to adapt, alter, convert, decompile, disassemble, modify, redigitise, reverse engineer, translate or otherwise attempt to discover the source code of the Font Software. You are not permitted to reformat the Font Software, or to regenerate the font format into other formats. Any substantial deviation from the design of the lettershapes is forbidden. If substantial deviations from the design are desired, you must contact Shapes for Cash to discuss this.

amendment

Shapes for Cash can amend this License Agreement /

Shapes for Cash has the right to amend or modify this License Agreement at any time and without prior notification, to the extent permitted by law.

transference

The License Agreement is non-transferrable /

The License Agreement is issued to you, you are not permitted to transfer it to a third party, not partially, nor completely. This License Agreement is non-transferable, unless you have written permission from Shapes for Cash. The Font Software or documentation may not be sublicensed, sold, leased, rented, lent, re-served or given away to another person or entity. You are not permitted to rent, lease, sublicense, give, lend, donate, or further distribute the Font Software. You may not transfer your rights under this Agreement — fully or in part — to another person or entity at any time.

ownership

Shapes for Cash owns all this stuff /

You agree that the Font Software and Documentation, and all copies thereof, are owned by Shapes for Cash, and that the designs of the shapes and the structure and organization of the code used to create them, are the property of Shapes for Cash. You acknowledge that the Font Software and the documentation are protected by the laws of the United Kingdom, by the copyright and design laws of other nations and by other treaties. Shapes for Cash retains title and ownership of the Font Software and all copies of the Font Software, regardless of the form or media in or on which the original and other copies may exist.

trademarks

You agree to use trademarks associated with the Font Software /

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output by the Font Software. The use of any trademark as herein authorized does not give you any rights on — or to — intellectual property rights in the Font Software, the documentation, and any associated trademarks.

termination

Effective until terminated /

Shapes for Cash has the right to terminate your License immediately if you fail to comply with any terms of this Agreement. Upon such termination you will destroy the original and any copies of the Font Software and related documentation. In the event you or any authorised user breaches the terms set forth herein, this Agreement shall automatically terminate. In addition, Shapes for Cash reserves the right to claim punitive damages.

warranty

Shapes for Cash warrants: /

Shapes for Cash warrants that the Font Software will perform in accordance with its documentation for ninety (90) days following delivery of the Font Software. Shapes for Cash's Font Software may not be returned unless defective. If the Font Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at Shapes for Cash's option the replacement of the Font Software, or the refund of the License fee you paid for the Font Software. To make a warranty claim, you must return the Font Software, within a thirty (30) day period, along with a copy of your sales receipt — and sufficient information regarding your acquisition of the Font Software — to confirm the effective date of the License. You agree that in no event will Shapes for Cash be liable to you — or for any claim against you by any third party — for any consequential, incidental or special damages, including any loss of profit, business interruption, loss of business information, loss of data or loss of savings. Under no circumstances shall Shapes for Cash's liability to you exceed either the refunding of the cost of the Font Software or replacement of the Font Software, either of which shall be at Shapes for Cash's sole discretion.

governing law

This Agreement will be governed by the laws in force in the United Kingdom /

This Agreement will be governed by the laws in force in the United Kingdom, without reference to its conflict of laws principles. Each party hereby agrees to submit to the exclusive jurisdiction of the courts of the United Kingdom and to waive any objections based upon venue. You hereby agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is excluded.

violation

If you do not violate the terms of the license, you may use the Font Software for as long as you like /

If you violate any of the provisions of this License, Shapes for Cash shall be entitled to reimbursement of all the costs and expenses incurred to investigate the violation and enforce its rights, including the costs of investigation, settlement, expert witnesses and reasonable lawyers' fees, together with all additional costs incurred in the enforcing or collecting of any judgment rendered. This reimbursement of such costs to Shapes for Cash shall be in addition to the damages, remedies, and any award of costs that may be obtained by judgment under the applicable law.

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acknowledgement

You acknowledge that you have read this Agreement /

By proceeding to use the Font Software, you acknowledge that you have read, and understand this Agreement, and that it supersedes any prior Agreement, oral or written, and any other communication between Shapes for Cash and you relating to the subject matter of this Agreement.

inquiries

All inquiries may be sent via e-mail to info@shapesforcash.com

Shapes for Cash Web License Agreement,
version 1.0 (17 December 2023)

