arcane type foundry

End User License Agreement (EULA)

EULA 2.0
Revised Nov 14, 2024

This End User License Agreement (“EULA”) is a legal agreement between you (“you” or the “Licensee”) and me (“me,” “I,” or “Arcane Type Foundry”), concerning your use of any fonts downloaded from this site (collectively the “Font”). The Font is being licensed, and not sold, to you, and your right and ability to use the Font is subject to the terms and conditions set out in this EULA. Please read it carefully.

General

FONTS
For the purposes of this EULA, the “Font” includes (without limitation) the font software, the designs embodied therein, and all supplemental materials provided along with the font software, as well as any future versions or upgrades.

TERM
This EULA comes into effect from the moment you download the Font or use the Font for any purpose whatsoever, and by downloading or using the Font you agree to be bound by this EULA. This EULA is effective until terminated, as described in the “Termination” section below.

PROTECTION
The Font is protected under copyright and trademark law of Canada.

MODIFICATIONS
You are allowed to convert text set in the Font into outlined vector files. You may also subset and modify the font software itself for your own purposes. However, all such modifications and any derived versions of the Font remain the property of Arcane Type Foundry,

and remain subject to the same license and Limitations and to this EULA. You are also to notify me of any major modifications so that I can consider making similar changes to the released version and you hereby provide your irrevocable consent to me doing so.

DISTRIBUTION
Except in very specific instances described and permitted in this EULA, you may not distribute the Font for any reason (including but not limited to sharing, renting, lending, giving away, or selling the Font). You agree to take all reasonable steps to prevent others from accessing, distributing, or re-serving the Font file, or otherwise using or dealing with the Font in any manner that violates or could violate this EULA.

DOCUMENT EMBEDDING
You are allowed to embed the font in document formats that allow font embedding, such as PDF. The Font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete Font from the document, or create and edit new content using the Font.

SERVICE BUREAUS
You are permitted to send the Font to a printer, developer, or service bureau that is creating the final output of your design, provided that immediately after finishing your project they destroy all copies of the Font.

NUMBER OF EMPLOYEES
The Licence cost is based on the Licensee size (the number of employees, including temporary staff, working for the Licensee). If the Licensee size increases in the future, this EULA remains valid if the Licensee size was correctly stated at the purchasing time.

LICENSE OWNERSHIP
If a Third Party (individual, design agency, or another provider) purchases the EULA on behalf of the Licensee (their client), it has to provide the Licensee name and size in the checkout process and must ensure that the Licensee accepts this EULA as it is. You are not allowed to transfer this license to another individual, company, or organization without the express prior written permission of Arcane Type Foundry, which permission may be unreasonably or arbitrarily withheld.

USE TYPES
This license is governed by limitations that define what use types (“Use Types”) are included in your license such as Trial, Desktop, Web, and App & ePub. The specific Use Types that apply to your license can be found in your Order Summary (which is incorporated into this EULA by reference and together shall form a single, consolidated agreement). If you do not have an Order Summary, if your order summary is marked to indicate it is a “Trial License,” or if a specific Use Type thereon is not defined, all relevant Use Types are assumed to be not included and you are restricted to using the Font only in accordance with the “Terms of Trial Use” section below.

SPECIAL USE TYPES
A custom license extension is required to use the Font in any way connected to use in alphabet products where an unlicensed user has access to the alphabet in full, in products where an end-user can set type using the Font or distribute products with customized uses of the Font, or in any other way not specifically identified as allowable under this EULA or your Order Summary. Please contact me through email to arrange the terms of this license extension.

Licensing

LICENSE
You are hereby granted a non-exclusive, non-transferrable (except as provided for in this EULA), revocable, worldwide, and perpetual right and license to use the Font. All rights not granted in this EULA are expressly reserved by Arcane Type Foundry.

TERMS OF TRIAL USE
This license allows you to install and use the Font for internal testing purposes (i.e. uses in which the Font is not distributed to third parties outside of your business or organization). However, you must upgrade to a full and appropriate license before delivering or publishing any work that uses the Font to any person or entity outside of your business or organization.

TERMS OF DESKTOP USE
This license allows you to install and use the Font on an unlimited amount of devices within your company, business, or organization that is licensing the Font. Desktop use includes (but is not limited to) the design of printed materials, logos, and static images.

TERMS OF WEB USE
This license allows you to use the Font on any number of websites using CSS @font-face. You may only serve the Font on the web in WOFF, WOFF2, EOT, and SVG formats. You must host the Font on your website's server or on a CDN (Content Delivery Network) where you host other website assets. You must make a reasonable effort to prevent unauthorized use or distribution of the Font. If the server's directory structure is publicly listed or searchable, you must include the text of this EULA alongside the hosted files and clearly mark them as licensed assets.

TERMS OF APP & EPUB USE
This license allows you to distribute the Font by embedding it in any number of apps or ePubs, with no limit on number of downloads. On each platform, you must make a reasonable effort to secure the Font and prevent it from unauthorized use.

TERMS OF EDUCATION USE
The license allows you to use the Font for Desktop, Web, and App & ePub Use Types as long as you are a current student or teacher and are using the Font exclusively for academic work. Eligibility is determined by the use of your student or teacher email address provided by your academic institution during the checkout process. I may also request a copy of your student or teacher ID card to confirm your academic status at my discretion.

Things My Lawyer Made Me Include

RIGHTS
I reserve all rights not specified within this agreement, and retain all right, title, interest, and copyright in and to the Font. I make no guarantees, and disclaim all warranties except those proscribed by law. I further reserve all rights to modify, enforce, and terminate this EULA to the extent that it is permitted by law. You are responsible for making sure that you are in compliance with all laws, foreign and domestic, that might apply to its purchase and use, and to periodically check my website for updates to the language of this EULA (which you agree to be bound by, as amended from time to time).

LIMITATION OF LIABILITY

I represent that, to the best of my knowledge, the Font is an original work that has not been previously published by any person but me, and that no intellectual property rights to the Font belong to any person but me. However, notwithstanding the above representation or any other provision in this EULA, under no circumstances whatsoever am I to be held responsible or liable for any issues, harm, or damages that may result from your use of the Font, even if notified in advance, including but not limited to claims of plagiarism, copyright infringement, or trademark infringement arising from or in connection with the Font or this EULA, and except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, you hereby agree to indemnify and hold me harmless (i.e. reimburse me fully) for any and all claims, losses, damages, or other costs of any kind whatsoever (including legal fees on an own-client basis) incurred as a result of or in connection therewith. Notwithstanding and without limiting the scope of the above paragraph or any other provision in this EULA, the maximum liability I may incur under or in connection with the Font or this EULA and your sole and exclusive remedy shall be strictly limited to an award for direct, provable damages not to exceed the total compensation actually paid by you to me. This section “LIMITATION OF LIABILITY” shall survive the termination of this EULA.

TERMINATION

This EULA remains in effect until your license for the Font is terminated, following which you must discontinue all use of the Font and delete all copies that you control or possess. If you wish to terminate this EULA, simply notify me and delete the Font. If you choose to terminate a license within 30 days of your original purchase, I will refund your payment. I reserve all rights to terminate this license for any breach of this EULA, without the obligation to provide you with notice or an opportunity to cure said breach. That said, I will make a good-faith effort to allow you to upgrade your license so that it may continue to operate within its terms. The following are examples of circumstances in which I might want to terminate this EULA: Using the Font outside of the terms set in this EULA; Exceeding the agreed-upon Limitations without purchasing an upgrade or extension license.

JURISDICTION

This EULA shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada. All suits, actions, and proceedings brought by any party in connection with this

Agreement must be brought in an appropriate court in the Vancouver, British Columbia, which courts shall have exclusive jurisdiction to hear and determine any such claims or disputes, and you hereby expressly and irrevocably submit to the jurisdiction of said courts for this purpose and waive any objections whatsoever thereto.

ASSIGNMENT

This EULA may not be assigned, nor the rights under this EULA transferred, to any person without such person first subscribing to or agreeing to be bound by this EULA, as amended from time to time.

ENTIRE AGREEMENT

This is the entire agreement between you and Arcane Type Foundry. It is agreed that there is no promise, guarantee, representation, warranty, collateral agreement or condition whatsoever, express or implied, affecting this EULA except as expressly provided in this Agreement. Arcane Type Foundry reserves the right to change this agreement from time to time.

SEVERABILITY

In the event that any one or more of the provisions of this EULA are held to be invalid or unenforceable, in whole or in part, all other provisions shall nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this EULA.

BINDING EFFECT

This EULA shall ensure to the benefit of and be binding upon you and I and each of our respective heirs, executors, administrators, trustees in bankruptcy, and permitted assigns. You and I each hereby explicitly acknowledge and agree on the receipt and sufficiency of adequate consideration in connection with this EULA, and further expressly acknowledge and agree that this EULA is made under seal.