douglashayes.studio
info@douglashayes.studio

1: Introduction

1.1: This End User License Agreement (the "Agreement") is a contract between Douglas Hayes Studio, LLC (the "Foundry") and you, the entity or organization on whose behalf the Fonts are used, and whose name is specified during the checkout or sale process ("You" or "Licensee"). The person(s) agreeing to this Agreement on behalf of the Licensee hereby warrants and represents that such person(s) has full authority to enter into this Agreement on behalf of the Licensee, and can bind the Licensee to all obligations and requirements described herein.

1.2: By purchasing, downloading, publicly displaying, installing or otherwise using computer software containing representations of typeface designs produced by the Foundry (the "Fonts"), the Licensee agrees to the terms of this Agreement. To the extent that the Licensee does not agree to the terms of this Agreement, the Licensee may not purchase, download, publicly display, install, or otherwise use the Fonts.

2: Definitions

2.1: "Licensee Size" is the number of people, including full-time and part-time employees and temporary staff, working for the Licensee.

2.2: "Subcontractor" is any third party using the Fonts entirely on behalf of the Licensee.

3: License

3.1: Upon receipt of full payment of all applicable license fees, the Foundry grants the Licensee the limited, non-exclusive, non-transferrable right to use the Fonts in accordance with the terms of this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by the Foundry.

3.2: The Foundry's license to you permits you to use the Fonts within your organization. The Fonts are provided in OTF (OpenType CFF) and WOFF2 formats. Alternative formats may be provided upon request, at the discretion of the Foundry.

3.3: The parties agree that the Foundry retains ownership and all rights in and to the Fonts, and you acknowledge that you have no rights in or to the Fonts outside of those provided in this agreement. The Fonts, including the designs and software embodied in them, are subject to copyright and other intellectual property rights or licenses held by the Foundry. No right, title, or interest in any Fonts, including any associated intellectual property, is transferred to you as a result of this Agreement. You agree that you shall take no actions challenging the Foundry's ownership of or right to use or license the Fonts.

3.4: Except as otherwise specified by this Agreement, you may install the Fonts on any number of devices within your organisation; use the Fonts on any number of websites owned and controlled by your organization; use the fonts to make marketing materials for the Licensee, and/or embed the Fonts in static documents (such as pdfs), in eBooks, digital products, installable applications, and other media produced by your organization.

3.5: You may only serve the Fonts on websites using the CSS @font-face rule and in the WOFF2 format. Use of the Fonts in OTF or other uncompressed formats on the web is not permitted.

3.6: The cost of a Commercial license is determined based on the Licensee Size. A Commercial license remains valid if the Licensee Size increases, provided the Licensee Size was correctly stated at the time of purchase.

4: Subcontractors

4.1: You may sublicense the Fonts to one or more Subcontractors to use the Fonts in accordance with this Agreement, solely on behalf of the Licensee. Neither the Licensee nor the Licensee's Subcontractors may use the Fonts to create any materials on behalf of any other entity not specifically authorized to use the Fonts. You are permitted to send copies of the Fonts to Subcontractors for this purpose. You must ensure that any Subcontractor has read and agreed to the terms of this Agreement before they receive the Fonts.

4.2: If a Subcontractor stops working for the Licensee, they must destroy all copies of the Fonts in their possession. At no time is any Subcontractor permitted to use the Fonts on behalf of themselves or any party other than the Licensee.

4.3: Unless a specific exception is granted by the Foundry, a Subcontractor must not be a subsidiary, parent organisation, or other affiliate of the Licensee.

5: Purchase by Subcontractor

5.1: A Subcontractor may purchase a License on behalf of the Licensee if the following conditions are met: **a.** The Licensee and Licensee Size are correctly specified during the checkout process; **b.** The Licensee has read and agreed to the terms of this Agreement; **c.** The Licensee has expressly permitted the Designer to complete the purchase on their behalf; **d.** The Licensee will not reimburse or otherwise compensate a Subcontractor for purchasing a license for any price other than the amount paid for the license.

5: General Restrictions

5.1: You must take all reasonable precautions to ensure the Fonts are not accessible to unlicensed third parties, or to the general public. The Fonts must not be uploaded onto online storage platforms (such as GitHub or Amazon S3) where they would be accessible to unlicensed third parties.

5.2: You are not permitted to: **a.** Decompile, modify, reverse-engineer, reformat, alter, edit, or create derivative works of the Fonts or engage any third party to do so, or assist any party in doing so; **b.** Distribute (share, rent, lend, gift, sell, sublicense, etc.) the Fonts or any copy thereof to any unlicensed third party; **c.** Use the Fonts, or typeface designs embodied in them, directly or indirectly to train, develop or enhance any artificial intelligence (AI) system or machine learning model or algorithm, including but not limited to text or image generation models; **d.** Use the Fonts in any application in which an unlicensed third party could also use the Fonts to create or customise their own designs, static documents, or images (e.g. an online design application or print-on-demand service where the Fonts would be a selectable use option to the unlicensed third party); **e.** Use the Fonts in any violent, hateful or discriminatory context.

5.3: You must obtain written permission from the Foundry before: **a.** Using the Fonts in any explicitly political or religious context; **b.** Using the Fonts for purposes related to cryptocurrency, the sale of Non-Fungible Tokens (NFTs), or blockchain technologies; **c.** Transferring this Agreement or any of your rights hereunder to any third party or successor of the Licensee.

5.4: You must include a copy of this Agreement any time you share the Fonts with another licensed user or Subcontractor.

6: Term and Termination

6.1: This Agreement is effective in perpetuity unless otherwise terminated.

6.2: The Foundry may terminate this Agreement at any time with immediate effect if any of the following occur: **a.** You have not cured a material breach of this Agreement within 30 days of receiving notice of such breach; **b.** You have materially breached this Agreement in a way that is not curable; **c.** You use the Fonts in any manner that is, in the Foundry's sole and exclusive discretion, violent, hateful, and/or discriminatory; **d.** You use the Fonts in any manner that is, in the Foundry's sole and exclusive discretion, a violation of Section 5.3 of thisAgreement.

6.3: If you breach any of its terms, the Foundry reserves the right to charge you the cost of a license covering your actual usage of the Fonts on a per-infringement basis without discounts, and/or terminate the license. The Foundry is also entitled to seek any and all appropriate recompense for its harms, including as necessary seeking claims in equity or damages. The parties agree that misuse of the Fonts may cause irreparable damage to the Foundry, and that the Foundry may seek injunctive relief in the event of any breach of this Agreement.

7: Warranty

7.1: The Foundry makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise, relating to the Fonts or any other benefit received by the Licensee under this Agreement.

7.2: The Foundry shall in no event be liable to you or any other third party for any direct, indirect, consequential or incidental damages arising out of the use or inability to use the Fonts, even if notified in advance.

7.4: Under no circumstances shall the Foundry's liability exceed the cost of the license you purchased. You agree to indemnify and hold the Foundry harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

8: Miscellaneous

8.1: This Agreement is subject to and governed by the laws of The State of New York, United States of America. The parties hereby agree to the federal and state courts located in the Western District of New York as the sole and exclusive jurisdiction and venue for any dispute arising from or relating to this Agreement. This Agreement constitutes the entire Agreement between the Foundry and you, and supersedes any prior discussions or negotiations, whether verbal or in writing.

8.2 No amendment, modification or waiver will be valid or enforceable unless materialised in an agreement signed by the Foundry.

8.3: If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. The Foundry's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later.

8.4: The headings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.