1. INTRODUCTION. This Agreement, together with your Licence(s) (see Clause 2 below), sets out your rights and obligations, and those of Jeremy Tankard Typography Limited ("JTT", "we" or "us") concerning software and fonts which you may agree to license from us (collectively, "JTT Products"). By signifying your agreement to this document, or by downloading, installing or using any JTT Product, you accept that you are entering into a contract with us on the terms of this Agreement and your Licence(s). Some of the words and phrases used in this Agreement are defined in the Appendix to it below.

2. LICENCES. This Agreement does not itself permit you to use JTT Products. That use is governed by the individual types of usage you select in the course of ordering JTT Products, and the specific type of licence that is identified in your order for that usage, and to which you agree in the course of placing your order (each a "Licence").

3. LICENSING. In the course of ordering JTT Products, you agree to pay our licence fees (the "Fees"). In consideration of the payment of those Fees, we license you to use the relevant (a) font software (the "Software"), and (b) fonts (the "Fonts") in accordance with this Agreement and the relevant Licence(s). Each Licence which we grant to you (a) is non-exclusive, (b) is personal, meaning that it is granted only to the person or entity which initially licenses the JTT Products from us, and may not be shared with or transferred to any other person or entity except with our prior written agreement, (c) permits the Software and the Fonts to be used only in accordance with all Use Limitations (see Clause 4 below), and (d) for a period of fifty years from the date when you complete your order for the JTT Products (or, if later, the Commencement Date specified in the relevant Licence), or such shorter or other period as is specified in that Licence. We typically show in the Software that you are the licensee of the Font and its Software, and we may also include there the permitted usage for which you are licensed. This information helps us to pursue our legitimate interest in tracking unlicensed usage.
Where you enter agree to license JTT Products for use by an entity, you undertake that you are entitled to bind that entity to this Agreement and to license JTT Products on behalf of that entity.

4. USE LIMITATIONS. You must ensure that all use of the JTT Products conforms to, and does not deviate from, (a) the limits on usage to which you agree in the course of ordering those JTT Products; and (b) the terms and conditions contained in the relevant Licence, (these are "Use Limitations").

5. INTELLECTUAL PROPERTY. You acknowledge and agree that:
(a) we (or our licensors) own all right, title and interest in and to the Software, including all copyright subsisting in and in relation to it; and
(b) we own all right, title and interest in and to the Fonts, including all copyright subsisting in and in relation to them.
Separately and together, the JTT Products are protected by copyright under United Kingdom legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us. We warrant that JTT Products are our, or our licensors', original work and do not infringe the rights of a third party under United Kingdom law.

6. COPYING OF JTT PRODUCTS. No copying or distribution of any of the JTT Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of JTT Products include the same copyright and other proprietary notices as appear on the original JTT Products which we make available. All copies of the JTT Products must be kept under your exclusive control.

7. DECOMPILATION. You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the JTT Products, provided, however, that if you are in a member state of the European Community or any other state which grants these rights, you may decompile the Software to the extent required for the purpose of obtaining sufficient information for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by us to you upon written request).

8. NO COOLING OFF PERIOD. When you license JTT Products there is no right to cancel your licensing of JTT Products, or this Agreement and its related Licence(s) during any cooling-off period which is provided for certain purchases by consumers.

9. YOUR DETAILS AND PAYMENT. You undertake to provide accurate and current information about yourself – including your correct name, address and any other requested details - in the course of ordering JTT Products. If you provide details of a credit, debit or charge card for the payment of Fees, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. Unless you advise us otherwise, we will use your contact information to contact with you by post and/or email with (a) support information concerning the JTT Products, and (b) information about similar goods and services which we may license from time to time. All Fees are, unless otherwise stated, exclusive of VAT or relevant local sales tax (if any) or any relevant local sales taxes, which shall be paid at the rate and in the manner for the time being prescribed by law. The grant of each Licence is conditional upon the receipt by us of the relevant Fees and any applicable VAT or local sales tax.

10. DATA PROTECTION. We will treat the personal data you provide to us in accordance with our Privacy Policy.

11. WARRANTY. We warrant that the Software will perform substantially in accordance with its documentation for the thirty (30) day period following the completion of your order for the relevant JTT Product(s). To make a warranty claim, you must, within that thirty (30) day period, contact us providing adequate proof that the Software has failed to satisfy the above warranty. In any event, our entire liability shall be to refund the Fees paid for the relevant JTT Products, any such refund to be conditional upon you showing to our reasonable satisfaction that the Software and related Fonts have been irreversibly deleted from all systems to which you have access and are not capable of use. We give no warranty or undertaking that the JTT Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. You are responsible for ensuring that the application you intend to use with the JTT Products supports the font format in which the Font is supplied; you may need to check with the application's manufacturer on this point. No warranty is given concerning the performance of or results you may obtain by using the JTT Products.

12. DISCLAIMER AND EXCLUDED LOSS. Your use of the JTT Products is entirely at your own risk. We will not be liable to you or any third party

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for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). JTT will also not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control. We exclude

all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the JTT Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose unless they are incapable of being excluded by law. Any statutory rights you may have as a consumer remain unaffected.

13. MAXIMUM LIABILITY. Without limiting the preceding Clause, the aggregate liability of JTT (whether arising in negligence or otherwise) will not under any circumstances exceed an amount equal to the Fees paid to us for the relevant JTT Products, regardless of the cause or form of action.

14. NON-EXCLUDED LIABILITIES. Nothing in this Agreement limits JTT's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

15. AUDIT. If we have reasonable grounds for suspecting that this Agreement or a Licence is being or has been infringed, you acknowledge and agree, both for yourself and any entity which uses JTT Products, that we shall be entitled, upon such notice to you as we reasonably deem appropriate, to enter any premises where, and be provided with access to systems through which, JTT Products are used, in order to determine your and/or such entity's compliance with this Agreement or such Licence.

16. TERMINATION. We shall be entitled to terminate any or all of your Licences by notice sent to the contact email address or postal address you provided upon registering for the JTT Products, in the event:
(a) of any serious breach of this Agreement (including, without limitation, the non-payment of Fees or any other sum owed to us) or any Licence by you or any entity which uses JTT Products you license from us; or
(b) that you or any entity which uses JTT Products ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for its winding up (or its winding up is ordered by a court), or enter into any voluntary arrangement with creditors, or similar in any other jurisdiction.
If a Licence is terminated, you (and such entity) must destroy the original and any and all copies of the relevant JTT Products, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

17. ASSIGNMENT. We reserve the right to assign this Agreement and each Licence, and to assign or subcontract any or all of our rights and obligations under this Agreement and any Licence. You may not without the written consent of JTT assign or dispose of this Agreement, or the licence granted under this Agreement or any Licence.

18. ENTIRE AGREEMENT. This Agreement and each Licence contains your entire agreement with us relating to JTT Products. It replaces all earlier agreements and understandings with you relating to those JTT Products, except for any fraud or fraudulent representation by either of us.

19. SEVERABILITY. In the event that any term of this Agreement or any Licence is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

20. LAW. This Agreement any each Licence shall be governed by and construed in accordance with the laws of England and Wales.

21. KEEPING THIS AGREEMENT. We don't separately file the individual Agreements and Licences entered into. Please make a durable copy of this Agreement and each of your Licences by printing and/or saving a downloaded copy on your own computer. They are offered only in English.

22. CONTACT. We are a company registered in England under registration no. 04706912. You can correspond with us at the address specified on contact page of https://typography.net, or by email to info@typography.net. Our VAT registration number is GB848194001. Information about us and JTT Products can be obtained at https://typography.net

APPENDIX
In this Agreement:
(a) "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.
(b) "font" includes typeface, bitmap and any technology resulting in a representation thereof; and references to fonts include sub-sets of them;
(c) "use" means (i) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (ii) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;
(d) "you" means (i) the person who enters into this Agreement, and (ii) where this Agreement is entered into on behalf of an entity, that entity.

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This is a Licence under the JTT Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we license you to use the Font and its related Software:
(a) to use or embed the Font in a digital Product, in outline or as a rasterised image, in view and print form only, securely so the Font cannot be extracted, is non-editable, and cannot be downloaded, removed or accessed in a useable form, and is not part of an App Product, a Commercial Product or an Electronic Publication; provided that your rights as expressed above apply only to a Font sub-set: you must never embed or include the entire Font set in any file that is accessible to others; and
(b) to include the Font in a non-digital, tangible product in which no element of the Software is included, and which is not a Commercial Product.

2. This Licence is limited to the Maximum Usage. You undertake that all devices are owned by you (and not by any other person or entity).

3. You agree that there must be no more than the following:
(a) up to, but no more than, that Maximum Usage number of separate copies of the Software and Fonts available for use on separate devices (such as on the hard drives of a personal or laptop computer); or instead, where devices are networked,
(b) no more than that number of devices capable of making any use of the Software or the Fonts at any time, whether by means of a centrally-held copy or otherwise.

4. This Licence does not permit you to use or allow the use of Software or any Font in any of the following ways (unless you have entered into a separate Licence from JTT authorising you to do so):
(a) so that it may be accessed through a server or similar to edit, render or display content
(b) in an Electronic Publication
(c) in an App Product, or a physical Product such as an eReader
(d) in a Commercial Product
(e) in TV broadcasting
(f) to render and display web content as live searchable or selectable text
(g) to make a font available to or distribute it to any device or entity that is not licensed to use the font, or otherwise share use with another entity;
(h) to embed a sub-set of a font, its outlines or a rasterised image in a Product such that any element of the Software may be repurposed;
(i) to embed a font in a Product where information can be updated and displayed using the font;
(j) to use a Font in connection with font replacement technologies;
(k) to embed a Font in any Adobe Flash (SWF) based, or similar or related technologies;
(l) to make any work that is derivative of a Font, Font image or the Software; or
(m) make embedded use of any Font or Software on the internet, or modify or convert it into any format that permits embedding or font linking.

APPENDIX
In this Licence:
(a) "App Product" means a Product in which Software is securely embedded to allow the Product content to be edited, rendered or displayed; non-exclusive examples include software Products such as mobile apps;
(b) "Commercial Product" means a Product which substantially relies on a Font or a sub-set of it for its commercial or brand value; examples include where the image of a Font or a sub-set of it (i) may be repurposed by an end-user of it, such as a rubber stamp or an adhesive alphabet, (ii) may not be repurposed by its end-user, but a principal characteristic of the Product is the display of a sub-set of a Font or its attributes (this limitation applies to but is not limited to Non-Fungible Tokens), or (iii) is deployed as a company or brand logotype;
(c) "device" means any item through which it is possible to give commands which are capable of being responded to by any part of the JTT Products;
(d) "Electronic Publication" means a file that includes a Font as a rasterised image or as outline data to display the text of a publication that is, or is intended to be, distributed, such as (without limitation) an electronic book, magazine or newspaper;
(e) "Font" is the Font identified in your order for JTT Products, as confirmed in the JTT Proof of Licence document that we provide to you;
(f) "Maximum Usage" means the maximum number of devices identified in your order for JTT Products, as confirmed in the JTT Proof of Licence document that we provide to you;
(g) "networked" includes any form of connectivity, whether wired or wireless, and whether through a client/server arrangement or otherwise; and
(h) "Product" includes tangible and intangible goods and services (such as, without limitation, software applications).

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This is a Licence under the JTT Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we license you to use the Font and its related Software to render and display website content by means of the CSS@font-face mechanism only.

2. Your licence is limited to (a) your Web Domain; and (b) the Maximum Page Views.

3. If the Maximum Page Views per month is (or is to be) exceeded for three consecutive months, you must obtain JTT's written agreement to an appropriate increase in the level of Maximum Page Views, which will apply from the date of, and subject to any terms specified in, that written agreement (including as to the payment of an additional Fee). The use of the Font or Software in connection with page views which exceed the Maximum Page Views (as increased by agreement with JTT) is not licensed under, and constitutes a breach of, this Licence and the Agreement.

4. This Licence covers a single Web Domain only. You must be entitled to use the Font and Software in relation to the Web Domain. Use of the Font and Software solely (a) for the purpose of developing that Web Domain, and (b) on sub-domains of the Web Domain, is permitted. If you wish to obtain a licence that permits use of the Font or Software in relation to a Related Domain, please email licensing@typography.net for assistance. Note that the Font and/or its Software will typically be stamped to indicate the Web Domain and that you are the licensee of the Font and its Software.

5. JTT reserves the right to request, and you hereby agree to provide reasonably promptly, an accurate report of your page view counts. You must ensure that page views are recorded by an appropriate method.

6. The Software will be supplied for your use in web standard formats selected by JTT from time to time.

7. Any process, technique or device such as hot-linking, re-serving or re-directing that allows access to and/or use of the Font or Software by any person or entity which is not licensed by JTT is strictly prohibited. If you are using the Font or Software in relation to the creation of a third party website you or the third party must enter into appropriate agreements with JTT to license such use.

8. You must take all reasonable steps to provide security against unlicensed use of or access to the Font and Software. Non-exhaustive examples of those security methods are set out in the JTT Webfont Security PDF that is delivered with the Font and Software.

9. This Licence:
(a) does not permit embedding, including in PDF and EPUB formats;
(b) does not permit the creation of any derivative typeface or font, or the conversion, modification or adaptation of any Font or Software;
(c) does not permit the inclusion of any Font or Software in a mobile or other application, including iOS, Windows Mobile or Android applications;
(d) does not permit making available of a Font or Software in such a way that any part of the Font's image or outline or the Software may be extracted or edited; and
(e) save as expressly provided in this Licence, does not permit editable use of the Font, such as in templates or for use in the creation of customisable designs or products.

APPENDIX
In this Licence:
(a) "Domain" is a connected group of related web pages which form an entity and which are organized under a particular domain name (including its sub-domains). By way of example, the sub-domains of www.example.com would include mail.example.com;
(b) "Font" is the Font identified in your order for JTT Products, as confirmed in the JTT Proof of Licence document that we provide to you;
(c) "Maximum Page Views" is the number of page views per month identified in your order for JTT Products, as confirmed in the JTT Proof of Licence document that we provide to you;
(d) "page view" is a request to load a page that references the Font or the Software via the CSS @font-face mechanism, for which purpose a "page" includes, without limitation, a web page or a despatched HTML email;
(e) "Related Domain" is a Domain that is owned by and registered to you and is of the same business as the Web Domain. By way of example, if your Web Domain is www.example.com, and www.example.co.uk is registered to you and is used by you for the same business www.example.com, then www.example.co.uk is a Related Domain; and
(f) "Web Domain" is the Domain identified in your order for JTT Products, as confirmed in the JTT Proof of Licence document that we provide to you.

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The JTT Webfont Licence requires that you prevent hotlinking and unlicensed downloading of our webfont software. To assist you with this please implement the following.

For Apache web servers

1. You will need to make sure that your web server has 'mod_rewrite' enabled. Your host will be able to advise on this if you are unsure.

2. If you don't have one, create a **.htaccess** file at the top level of your web server. This code provides protection for the webfont files you have licensed.

Try this first

```
<IfModule mod_rewrite.c>
  RewriteEngine On
      # protect fonts from hotlinking and unlicensed downloading
  RewriteCond %{HTTP_HOST}@@%{HTTP_REFERER} !^([^@]*)@@https?://\1/.*
  RewriteRule .*\.(woff|woff2) [NC,F]
      # set cache control for Google Chrome
  Header set Cache-Control "max-age=0, private, must-revalidate"
       # make sure you have a 404 error page setup
  ErrorDocument 404 http://www.yourdomain.com/404.html
</IfModule>
```

Try this if the above fails

```
<IfModule mod_rewrite.c>
  RewriteEngine On
  RewriteCond %{HTTP_REFERER} !^http://(www\.)?yourdomain\.com/.* [NC]
  RewriteCond %{REQUEST_URI} !hotlink\.(woff|woff2) [NC]
  RewriteRule .*\.(woff|woff2)$ http://www.yourdomain.com/ [NC,F,L]
  Header set Cache-Control "max-age=0, private, must-revalidate"
  ErrorDocument 404 http://www.yourdomain.com/404.html
</IfModule>
```

For Nginx servers

Use the following.

```
  location ~ .(woff|woff2)$ {
      ## Prevent caching and hotlinking of font files
    valid_referers blocked server_names;
    expires -1;
    add_header Access-Control-Allow-Origin http://www.yourdomain.com;
    if ($invalid_referer) {
        return 404;
    }
  }
```

For Microsoft Internet Information Server (IIS)

Copy this code to the local sub-directory where the webfont files are hosted.

```
<?xml version="1.0" encoding="UTF-8"?>
<!-- IIS 7 Disable hotlinking and directory listing.  -->
<configuration>
  <system.webServer>
    <rewrite>
      <rules>
        <rule name="Hotlinking Prevention" stopProcessing="true">
          <match url=".*\.(woff|woff2)$" />
          <conditions>
            <add input="{HTTP_REFERER}" pattern="^https?://www\.yourdomain\.com/.*$" negate="true" />
            <add input="{HTTP_REFERER}" pattern="^$" />
          </conditions>
          <action type="AbortRequest" />
        </rule>
      </rules>
    </rewrite>
  </system.webServer>
</configuration>
```

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