

ShinnType

End User License Agreement (EULA)

THIS IS A LEGAL CONTRACT. Please read it before installing the Fonts. If you do not accept this agreement, do not install the fonts. By installing the Fonts, you accept this agreement. "Fonts" means the fonts (i.e. font software) specified in your invoice.

1. INSTALLATION

1.1 Permitted Number of Users. The basic license is for 1–5 workstations. If you need to use the Fonts on more workstations, you must purchase an upgrade. Any number of printers or output devices may be used. The licensed workstations need not be at the same business location.

1.2 Networks. Apart from the workstations licensed, you may also install the Fonts on a network server. The number of workstations licensed means each and every workstation where the Fonts will be used, not just the maximum number on a network that might possibly use it at any one time.

1.3 Remote Locations. For every workstation for which you are licensed, you may also install the Fonts on a portable (laptop) computer and/or a home computer, provided the Fonts are not used on the secondary computer(s) at the same time. At home, you may not install the Fonts on the computers of other family members.

2. COPYRIGHT

2.1 Ownership. You have not bought the Fonts: you are licensed to use them, by the terms and conditions of this EULA. Shinn Type Foundry retains title and all copyrights to the Fonts and accompanying documentation, and all copies and adaptations thereof in whatever media. The Fonts are intellectual property, containing proprietary information and valuable trade secrets, and as such they are protected by the copyright laws of many nations, and by international treaties. You may not copy the Fonts, except as specified in this EULA in the rest of Section 2 below.

2.2 Back-up. Archival copies of the Fonts may be made.

2.3 Service Bureaus. You may provide a copy of the Fonts to your service bureau or commercial printer, with the job files for output, but only if you are assured that the Fonts will be used only for outputting your files and will be trashed subsequently.

2.4 Embedding. Embedding of the Fonts in documents (e.g. PDF files) is permitted for viewing and printing, but not for editing. If someone at a remote location wants to edit a document that contains embedded Fonts, they must purchase their own license. Internal corporate documents with embedded Fonts may of course be edited on licensed workstations.

2.5 Transfer. You may not rent, lease, sublicense, distribute, disseminate, give away or lend the Fonts. You may permanently transfer the Fonts provided the recipient accepts the terms of this EULA, and if you trash all your copies of the Fonts.

2.6 Modifications. You may modify typesetting produced by the Fonts in any way you see fit. You may also modify the Fonts for your own personal or internal business use, but you may not distribute, or transfer your adaptations without written permission from the Shinn Type Foundry; this means (a) you may not make customized versions of the Fonts for use by your clients, and (b) you may not adapt, or merge the Fonts to create hybrid Fonts for resale. Each workstation where a modified Font is installed shall be counted as one of your permitted number of users.

3. WARRANTY & LIABILITIES

3.1 Limited Warranty. Shinn Type Foundry warrants that the Fonts will perform in accordance with the specifications (See 5, below), for a 90-day period following your receipt of the software. For warranty claims during this period, Shinn Type Foundry will, through its distributor, at the Foundry's discretion, either replace demonstrably defective Fonts or reimburse the license fee.

3.2 Disclaimer of Warranties. EXCEPT AS STATED ABOVE (3.1), SHINN TYPE FOUNDRY AND ITS SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. Shinn Type Foundry and its suppliers do not and cannot warrant that the Fonts will meet your requirements, function in an uninterrupted or error-free manner, or that defects will be corrected.

3.3 Limitation of Liability. SHINN TYPE FOUNDRY AND ITS SUPPLIERS WILL IN NO EVENT BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, THAT ARISE OUT OF THE USE, OR INABILITY TO USE, THE FONTS, EVEN IF A FOUNDRY REPRESENTATIVE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. The above limitation may not apply in some jurisdictions.

4. GENERAL

4.1 Termination. This EULA terminates automatically without notice should you fail to comply with any of its provisions.

4.2 Use by Employees and Freelancers. It is your responsibility to inform employees, freelancers and any others who have access to the Fonts at your premises, of the terms and conditions of this EULA, and to ensure that they abide by these terms and conditions.

5. SPECIFICATIONS

5.1 Format. All Shinn Type Fonts are available in PostScript and TrueType formats for PC, and PostScript for Macintosh, and will render the character set according to its encoding, see 5.2:

5.2 Encoding & Character Sets. All ShinnType fonts have Adobe Standard Encoding and include the Euro symbol. Should you require other encoding, contact Shinn Type Foundry.

5.3 Style Merging, Linking & Naming Conventions. Macintosh: All ShinnType typeface families are style-merged into a single suitcase, with linking between Regular, Italic, Bold and Bold Italic (where those styles exist). This means that (a) they work correctly with Adobe Type Reunion, and (b) the styling commands in Word, Quark XPress etc. produce true Italic, Bold, and Bold Italic screen display and output—where the output device supports this feature. PC: Fonts are named “-Regular”, “-Italic”, “-Bold”, “-BoldItalic”, or “-(blank)”. This avoids font conflicts, and allows some degree of cross-platform compatibility for Regular, Italic, Bold and Bold Italic styles.