

ABYME

End User License Agreement (EULA)

This EULA (End User Licence Agreement) is an agreement between you (the licensed user) and Abyme, based in London, governing the use of the typeface ordered by you. By downloading, installing and/or using the typeface you acknowledge that you have read, understood and agreed to the terms this licence.

1. Copyright

The typeface (font/font software) is the exclusive property of Abyme and its designers (us). The typeface and its design are protected by copyright and intellectual property law.

2. Licensing

Abyme grants you a non-exclusive and non-transferrable license to use the typeface for your personal or internal business purpose under the terms and conditions specified by this EULA.

You are not allowed to distribute, sell or rent the typeface. You agree to exercise reasonable care to prevent any unauthorised distribution of the typeface.

You are not allowed to modify, copy, rename or alter the typeface and its design in any way. If you require an addition or modification, please contact us.

You are allowed to make one (1) backup copy of the typeface. This backup copy is protected by the same licence.

The typeface is provided by Abyme in the following formats: .otf, .woff, .woff2. If you require a different format, please contact us.

2.1. Desktop license

The number of users covered by the license is decided at the time of purchase. Each user is allowed to install the typeface on one (1) portable device such as a laptop, and one (1) desktop device remaining at a single location. The typeface shall not be installed on a server accessible by the internet or another shared network. If you need to install the typeface on more computers than described above you are required to purchase additional licences.

2.2. Web license

Each licence is for a single (1) domain only. If you need to install the typeface on more domains than described above you are required to purchase additional licences. There is no limit to the amount of sub-domains you can use the typeface on. All domains and sub-domains must be registered to your organisation and the typeface must be securely stored on the same domain (self-hosting). You are not allowed to use third party font hosting services. You must not exceed the amount of unique visitors per month your licence permits. This amount is decided at the time of purchase. If you need to cover a larger amount of monthly visits you are required to upgrade your license.

3. Embedding and usage

The purchase of a desktop license allows you to embed the typeface into your electronic documents for the purpose of printing or private use. In the exclusive case of outputting printing files you are allowed to send the typeface to a printer or pre-press service (contractor) for output purposes only. The contractor is not allowed to use the typeface beyond the scope of this occasion. You agree to inform the contractor of the terms and conditions of this licence.

The purchase of a desktop license allows you to use the typeface to make pixel-based images (such as .gif, jpeg, .png or .svg) for use on the internet even if you do not own a web license, provided that the image is not generated automatically and made personally by the licensed user(s).

The purchase of a web license allows you to embed the typeface into a website.

You are not allowed to embed the typeface into electronic documents for the purpose of distribution to the general public through any media (such as .pdf documents, electronic books, video games, films, streaming videos, software or any kind of audiovisual material). If you require a license to use the typeface on a media such as listed above, please contact us.

The use of the typeface in whole, parts, or by way of modification using editing software for creating a static or animated logo or mark for branding

purposes of a company, product, service, individual, recording artist or band, institution, association, sports organisation, etc. is subject to an additional license for the public exploitation of such logo or brand mark.

The use of the typeface in a political or religious context require a written consent from Abyme.

Abyme may withdraw the typeface from any licensed user if they use the typeface to spread hate, racism or any form of discrimination. In this case the license would not be refunded.

4. Liability

The typeface cannot be returned due to its digital nature. If the font software is defective please contact us for support within thirty (30) days after the date of purchase with a proof of transaction.

The typeface is provided by Abyme 'as is', and without warranty of any kind. Abyme does not warrant that the operation of the typeface will be uninterrupted or error-free or that the font software is without defects.

Abyme cannot be held responsible for any direct or indirect damage resulting in the use or inability to use the typeface.

Abyme will replace a misplaced typeface if shown a proof of transaction.

5. Final provisions

Any breach of the terms of this licence will cause its termination. In this event you agree to immediately delete the typeface and certify that no copies remain in your possession or control. This licence is subject to United Kingdom law. All disputes related to this licence shall be settled by the courts of the United Kingdom.

Abyme reserve the right to update this licence at any time without prior consent or notice.