

License Overview

YOU MAY:



- Use the fonts in an unlimited number of personal & commercial projects in accordance with the terms of this agreement.
- Use the fonts for web fonts or embed them on web pages.

YOU MAY NOT (without license upgrade):



- Use the fonts for large volume commercial projects of over 250,000 prints or static digital images.
- Use the fonts to create content that is broadcast or streamed on TV subscription services.
- Embed the fonts in electronic devices or within other software.
- Use the fonts in an editable format in themes, templates, apps or electronic documents.
(Allow your users to type their own text with the font and create their own, personalised content).

PLEASE SEE BELOW FOR FULL TERMS & CONDITIONS

Set Sail Studios LTD End User License Agreement

Upon receipt by Set Sail Studios LTD of all applicable fees, you are granted a non-exclusive and non-transferable License to use the Font Software in accordance with the following terms and conditions.

INSTALLATIONS

Use of the Font Software is limited to the number of End Users identified when this License was purchased. The Font Software may be installed on not more than two (2) computers (workstation and laptop, iPad or other portable device used as a substitute for a workstation type computer for each licensed End User), provided that both computers are not used simultaneously. For the purposes of clarity, a Licensed End User may install the Font Software on their laptop, iPad or portable device and their workstation, provided both are not used at the same time. Serving of the Font Software to Unlicensed End Users over a network, LAN, WAN or the Internet is strictly prohibited. If you need or otherwise desire to install and use the Font Software in such a manner, contact Set Sail Studios.

PERMITTED DESIGN USES

Use of the Font Software in the creation of design works, rasterized images for websites and for your personal and/or professional use are each permitted provided that no unauthorized uses or copies of the Font Software are transferred to any unlicensed party. You may use Font Software to print as many copies of anything you like up to 250,000 reproductions (at which point a Large Volume Commercial License is required; see below), with no limits on print size. You can use Font Software to create digital artwork for websites & social media, and physical artwork for clothes, packaging, posters, and similar commercial products and promotional products for use by you, your company, or your clients. Use of the Font Software in the creation of or as part of a company logo is permitted, however in order to register a trademark on the logo design, you must alter the Font in some way, as the Font is already protected in its original, unaltered form. The alterations can be minor or major; contact Set Sail Studios if you have questions.

LARGE VOLUME COMMERCIAL USE

A Large Volume Commercial License is required for any

usage that results in the creation of more than 250,000 reproductions, including print and digital. A Large Volume Commercial License can be purchased by contacting Set Sail Studios.

USING THE FONT SOFTWARE TO CREATE COMMERCIAL VIDEO CONTENT

The use of Font Software to create content that is broadcast or streamed on TV subscription services, via any terrestrial, satellite or internet service that exists now or in the future, or in commercial video content including movie titles and digital billboards/ads, requires a broadcast license extension. If you require this type of use, please contact Set Sail Studios.

LIMITED EMBEDDING

You are permitted to embed or otherwise include the Font Software within a PDF, PowerPoint, Word or similar-type electronic document, distributed physically or online for personal or commercial use ONLY IF: A) the Fonts cannot be extracted (“read-only”); AND B) the document is not for sale, resale or mass-market distribution of any kind; AND C) the online use is not a redistribution of usable versions of the Font Software; AND D) the distribution of the document is restricted to fewer than 250,000 instances. If documents containing embedded copies of the Font Software will be sold, a separate ePub License must be purchased. If the distribution of the document consists of 250,000 instances or more, a separate Large Volume Commercial license extension must be purchased. If you require any of these types of use, please contact Set Sail Studios.

EMBEDDING FONTS IN SOFTWARE/APPS/GAMES

Unless an App License has been purchased, you are not permitted to embed the font(s) in application content or user interfaces, or other content for smart phones, gaming consoles, smart televisions, or other works distributed electronically and/or via physical media for sale. One App License is required per title. Multiple licenses are not needed for each platform/system the title is to be released on. An App License can be purchased by contacting Set Sail Studios. Font(s) cannot be used in an application which allows the user to edit the font text and generate personalised content. If you wish to use the Font Software for such purposes, please contact Set Sail Studios.

WEB USE

Using the Font Software on the web, for styling HTML web pages, is permitted using CSS @font-face. You may use the Font Software on one domain name (URL) only, unless additional licenses are purchased. You cannot link the Font Software across multiple domains. The Font Software may be used on any web site owned/controlled by the licensee. You may only convert to, put online and/or link to EOT, WOFF, and/or Web-Only TTF formats. You may not put online and/or link to any other file format, including OpenType. The Font Software may not be used in any web-based applications where users of the site can select and/or use any Font Software for any text composition or editing use; where the Font Software are used within an application that is sold or made available for free, or in any other way is distributed for use outside of use within a web browser, an ePub or PDF document of any kind; where users can select and/or use any Font Software for printing purposes, or in any merchandising scenario (i.e. greeting cards, apparel design, et al); where the Font Software are displayed on subdomains at which the content is not controlled by you; where the Font Software are displayed within an online editor or design tool.

RESTRICTIONS

You may not distribute, sell, modify, include, adapt, translate, reverse engineer, decompile, disassemble or otherwise copy and/or include the Font Software or the design of the Font embodied therein without the express written consent of the Designer. All rights not expressly granted are reserved to the Designer. Any modifications, derivations and/or adaptations of the Font Software or the design embodied therein, requires the express permission of Set Sail Studios which expressly reserves a right to create any such modifications, derivations or adaptations. If you are unsure whether your use of Font Software is specifically permitted under this Agreement, contact Set Sail Studios.

YOU MAY NOT ALLOW YOUR USERS TO PERSONALISE CONTENT WITH THE FONT

You may not embed the font in any app, software, template or theme which allows users to type with the font and generate their own personalised content, digital or physical. This includes, but is not limited to, customized T-shirts, greeting cards, mugs, stickers, business cards, invitations, digital image and video

content. If you wish to use the Font Software for such purposes, please contact Set Sail Studios.

DERIVATIVE WORKS PROHIBITED

You may not alter Font Software in any manner whatsoever. Reformatting the Font Software into other formats (other than the web formats specified), or for use in other operating systems is prohibited. Altering or amending the characteristics of the Font Software is expressly prohibited. The Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document. Derivative works based upon the Font Software may not be sub-licensed, sold, leased, rented, lent, or given away without written permission from Set Sail Studios. Set Sail Studios shall not be responsible for unauthorized, modified and/or improperly regenerated, adapted or translated software or derivative works.

RIGHTS RESERVED

This Software is licensed, not sold, to you by Set Sail Studios, and is licensed for use in accordance with the terms of this Agreement. As a licensee, your ownership of the media and/or device on which the Software is recorded, if any, is distinct from and does not grant any right, title or interest in and to the design of the Font or the Font Software itself. All copies of the Software downloaded or installed, including the copies of any Software that accompanies this document either as part of a downloaded file or on recorded media remain the exclusive property of Set Sail Studios. The Font Software and the design of the Font embodied therein are the exclusive property of Set Sail Studios and are protected under both domestic and international copyright, trademark and unfair competition laws. The various names of the Fonts are the trademarks of Set Sail Studios. This Agreement does not grant you any rights to trademark or any other intellectual property rights in the Font Software or in any typeface design.

TERMINATION

Any breach of the terms of this Agreement shall be cause for termination of this License. In the event of termination, and without limitation of any remedies under law and equity, you agree to immediately return the Font Software to Set Sail Studios and certify that no copy remains in your possession or control.

REVOCAION OF WARRANTIES

Subject to the representations and warranties stated herein, the Font Software is provided "AS IS" and without fiduciary obligation to you or other warranties of any kind and Set Sail Studios hereby expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Set Sail Studios does not warrant that the operation of the font software will be uninterrupted or error-free, or that the Font Software is without defects. The Font Software is not intended and was not designed or manufactured for use in any circumstances where the failure of the font software could lead to death, personal injury, or severe physical or environmental damage. The Font Software is not fault tolerant and is not intended for use in the control or operation of devices or equipment for manufacturing, or for use in navigational devices. Under no circumstances shall the designer be liable to you, or any third party, whether in contract or tort (including negligence) or otherwise, for any special, consequential, or incidental damages, including lost profits, savings or business interruption as a result of the use of the Font Software even if notified in advance of such possibility.

LIMIT OF LIABILITY

In no event will Set Sail Studios be liable to you for consequential or incidental damage (including damage from loss of business profits or savings, business interruption, loss of business information, and the like), or for claim by any party arising out of the use of or inability to use the Font Software, even if Set Sail Studios has been advised of the possibility of such damage. Under no circumstances, subject to the conditions noted herein, shall Set Sail Studios maximum liability to you or any third party exceed the replacement cost of Font Software or the provision of substitute software, at the sole discretion of Set Sail Studios.

REFUNDS

The Font Software may be exchanged only if defective. If you do not agree to the terms of this Agreement and you wish to claim a refund you must (a) certify that no copy of the Fonts remains in your possession or control and (b) provide proof of a valid sale and a valid sales receipt. All claims must be made within one (1) week of purchase.

INDEMNIFICATION

You agree to indemnify and hold the Set Sail Studios harmless from and against any claims or damage which may result from your breach of this License Agreement. Set Sail Studios confirms that the typeface is an original design, created in good faith. The typeface uses and/or copies no material or work from an existing typeface to the best of Set Sail Studios knowledge. Set Sail Studios agrees to indemnify and hold you harmless against claims of plagiarism regarding the typeface design.

COMPLETE AGREEMENT

You acknowledge that you have read this agreement and understand it and that by using the software you will be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between Set Sail Studios and you which supersedes any proposal or prior agreement, oral or written, and any other communications between Set Sail Studios and you relating to the subject matter of this Agreement. No variation of the terms of this agreement or any dierent terms will be enforceable against Set Sail Studios unless Set Sail Studios gives express written consent, including a written express waiver of the terms of this. If any provision of this agreement is held void or unenforceable, that provision will be enforced to the maximum extent possible and the remaining provisions of this agreement will remain in full force. Set Sail Studios expressly reserves the right to amend or modify this License Agreement at any time and without prior notification.