

# EULA

## Complete Commercial license

### **EULA**

This Agreement, in conjunction with the receipt that accompanies each purchase from zansari.co.nz (Zansari) constitutes the complete agreement between you and Zansari.

#### **1. Allowed uses**

You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access, download and use the font.

The following are allowed by this agreement; you may:

- Use the fonts for commercial or personal purposes.
- Use the font with all use cases licenced for including; desktop, webfont/digital ads, business, app/game/epub/ebook and broadcasting. Refer to the use-specific EULAs for more information.

#### **All-encompassing principles of use**

- This font may be used for one project only. A Project is defined as a complete and cohesive undertaking that may result in one or more End Products. Any End Products included in the one Project must be directly related under a single concept.

- This license is perpetual and will not need to be renewed with subsequent purchases in future.
- Hosting the fonts on your own or a third-party server and serve the fonts to websites is only permitted with the purchase of a webfont / digital ads or complete commercial license. Your license is not restricted by numbers of pageviews. A “pageview” is one request for the viewing of a page of a website.
- Use of the fonts in email campaigns with the CSS @font-face rule is only permitted with the purchase of a webfont / digital ads or complete commercial license. Your license is not restricted by numbers of pageviews. A “pageview” is one request for the viewing of a page of a website.

Under no circumstance is the font permitted to be on-sold.

- This includes;
  - Direct sale, sale of apps that contain this font without an app/game license
  - Bundling and creating templates/mock-ups without a business license

## **2. Number of users**

There is no defined maximum number of desktop installations of this permitted. Hence you may install this font on as many desktop computers as you wish, provided that all installations support the single project for which this font license was purchased for.

## **3. Third parties**

You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work.

You may not provide the font or make it accessible to any other third parties.

#### **4. Modifications**

You may import characters from the font as graphical objects into a drawing program and modify such graphical objects.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed font itself without Foundry's prior written consent.

#### **5. Copyright**

The font and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to the foundry owning the font. Unauthorized copying of the Product even if modified, merged, or included with other software, or of the written materials, is expressly forbidden.

You may be held legally responsible for any infringement of the foundry's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

#### **6. Refunds**

All sales are final and non-refundable, unless proven that the files are defective, after a period of exhaustive technical support and evaluation.

#### **7. Misuse of fonts**

Use of fonts without license or adequate licensing will require a license to be paid for the usage of the font software retroactively

#### **8. Termination**

This Agreement is effective until terminated. This Agreement will terminate automatically without notice if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, the Product, and all copies of them, in part and in whole, including modified copies, if any.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". THE FOUNDRY DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The entire risk as to the quality and performance of the Product rests upon you. The Foundry does not warrant that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free.

If the font does not perform substantially in accordance with the representations, Zansari will first work to fix the issue and offer replacement font files. If Zansari is unable to fix the issue, the entire and exclusive liability and remedy shall be limited to a refund of the license fee you paid for the fonts.

THE FOUNDRY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF THE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **9. Governing Law**

You expressly agree that this agreement shall be governed by the laws of New Zealand and the commonwealth

## **10. Thank you**

We thank you for reading this far and taking the time to understand this license agreement! Your support makes this foundry possible.

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