

## Font Software License Agreement - 650 Font Bundle

Last updated: January 1st, 2025

### 1. Definition of terms

- a. "the Agreement" refers to this agreement and all of the text herein.
- b. "Font Software" means software or instructions which generate a typeface on screen or in print.
- c. "the Product" refers to 650 instances of Font Software created by Hawtpixel / Darrell Flood.
- d. "Licensed Unit" means a PC, Tablet, Printer or other device, owned by the individual or company engaging in the Agreement, that can reasonably make use of the Product.
- e. "Personal, Non-Commercial use" means any use that is not intended to generate money, to aid in the generation of money, or to aid a person, organisation or product with the aim of commercial success.
- f. "Commercial Use" means any use not covered by the description of Personal, Non-Commercial use, specifically any use intended to aid a person or an organisation in the aim of commercial success.
- g. "Turnover" means the amount of money received in the most recent, full financial year (from the start of April to the end of March) by the individual or company engaging in the Agreement.
- h. "License Payment" means a payment made to Hawtpixel / Darrell Flood by the individual or company engaging in the Agreement with the intention of becoming eligible to use the Product.

### 2. Eligibility and the agreement

- a. You are eligible to use the Product under these terms only if you have paid the applicable License Payment agreed upon (\$19.00 USD).
- b. You are eligible to use the Product under these terms if you are an individual or an organisation.
- c. You are not eligible to use the Product if:
  - i. you are excluded from doing so by law,

- ii. you intend to use the Product for criminal activity,
  - iii. you fail to meet the eligibility criteria above,
  - iv. Or the Agreement has been previously terminated by Hawtpixel / Darrell Flood.
- d. Retention of the text of the Agreement is not proof of eligibility. You should instead retain proof of purchase or written permission from Hawtpixel / Darrell Flood.

### 3. Scope and use

- a. You are hereby granted a non-exclusive, non-assignable, non-transferable license to access the Product (i) in an unlimited number of Licensed Units, (ii) for Personal, Non-Commercial Use and Commercial Use, and (iii) subject to the terms and conditions of the Agreement.
- b. You may use the Product or parts of the Product in print on stationery and physical merchandise including, but not limited to: letters, posters, clothing and toys.
- c. You may use the Product in digital documents and software applications provided that:
  - i. The Product is protected from extraction by the end user so that they may not access the Product on its own outside of your application.
- d. You may use the product in graphics, videos, video games, broadcasts and other visual media as long as they meet the criteria defined above for digital documents and software applications.
- e. You may install the Product on an online server.
- f. You may not embed the Product in sites / applications that allow non-licensed users to generate their own designs. (You need an “Extended License” for this.)
- g. You may not lend, rent, sublicense, sell, redistribute, disassemble, reverse-engineer, decompile, modify, adapt or merge the Product.
- h. You may provide the Product to a third-party to facilitate the uses described in 3a, 3b, 3c and 3d. For example, you may provide the Product to a third-party printing company if they need it to print your merchandise.
- i. You may not use the product for illegal activities.
- j. You may not remove watermarks, materials, restrictions or copyright notices from the Product.

### 4. Intellectual property

- a. The Product remains the intellectual property of Hawtpixel / Darrell Flood. And is protected by copyright law and intellectual property rights of Ireland, by the copyright law and intellectual property rights of other nations, and by international treaties.
- b. This license does not grant you any intellectual property rights over the Product.

### 5. Liability

- a. You agree that you are liable for the content of electronic documents and print materials you create using the Product, and to exempt Hawtpixel / Darrell Flood from any blame following your own illegal use of the Product.
- b. Hawtpixel / Darrell Flood may not be held responsible for damages caused by improper use of the product, including any use that breaches the terms of the Agreement.
- c. Hawtpixel / Darrell Flood extends a guarantee that the Product will work as described for up to 90 (Ninety) days, and will provide either a replacement or a refund in the event that the Product demonstrably ceases to function. The maximum refund Hawtpixel / Darrell Flood will pay will not exceed the original License Payment.

## 6. Termination

- a. Upon failure by you (or any other person given authorised access to a Licensed Unit) to comply with the terms of the Agreement, Hawtpixel / Darrell Flood reserves the right to terminate the Agreement.
- b. If the Agreement has been terminated by either party you will cease to use the Product and destroy all copies of the Product you possess.
- c. Termination of the Agreement shall not preclude Hawtpixel / Darrell Flood from taking legal action to recover damages resulting from breaching of the Agreement.

---

END.