



EULA

Tarallo Design & Foundry

License type:

End User License Agreement, also known as a EULA.

License use:

Desktop/laptop/workstation installation

Date of writing:

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License version:

8

Please read

Please read this EULA carefully and print it for your records and reference. Note that the common terms mentioned in this EULA are listed at the end of the document. Feel free to contact Tarallo Design via email with any questions.

Summary

This is a desktop, laptop, or workstation license only. It is not a license for webfonts (@font-face), app embedding, game embedding, video embedding, or any other use not outlined in this license. Contact Tarallo Design if there are needs beyond the scope of this license. There are other vendors, which offer licenses to cover other uses.

License pricing

The base license price includes 1 to 5 users.

Additional licenses can be purchased at a discount on checkout.

Choose a license for the appropriate quantity of users. Users are defined in this EULA under "Rights".

Agreement

This EULA is a binding agreement. By downloading and/or installing the font software by Tarallo Design you (the licensee) agree to be bound to the terms and conditions within this EULA. This EULA and the receipt for the font software purchase form a binding legal agreement between the licensee and Tarallo Design. The licensee agrees to not violate the terms of this EULA and that they will be held legally and financially responsible for any infringements. The licensee indemnifies Tarallo Design/Donald Tarallo and any reseller from damages related to the purchase or use of this font software.

If the licensee does not wish to be bound to this agreement the licensee cannot access, purchase, download, or use the font software.



If the licensee wishes to use the font software outside of the terms defined in this EULA, please contact Tarallo Design as an alternative license may be available.

Rights

License

Tarallo Design grants the licensee a non-exclusive, non-transferable, perpetual, terminable, and world-wide license to access the font software in the number of licensed units purchased (a licensed unit is one workstation) for personal or internal business use, which is subject to all conditions within this EULA. This is a license for usage only and the font software remains the intellectual property of Tarallo Design/Donald Tarallo. The licensee is granted only in conformity with the terms defined in this EULA.

Using this font software for third parties where the licensee is considered the designer is permitted, but the third party will not have any rights from this license. This licensee must inform clients or other third parties that they are not given any rights within this license. A client or third party must purchase their own font software license if they desire to use it outside of the scope allowed to them through service to the licensee (see Service providers/third parties).

Tarallo Design reserves all rights not explicitly granted to the licensee through this agreement. This license allows the licensee to install the font software in one physical location on the number of desktops/workstations indicated at the time of purchase. The font may be used simultaneously only by the number of users specified in the invoice.

The font software is not sold to the licensee, rather it is licensed. The font software and typeface visual styles are the exclusive intellectual and copyrighted property of Tarallo Design/Donald Tarallo. The license information is recorded with Tarallo Design.

A "user" is a single person or a single desktop/workstation. All users of the font software must belong to the same organization or household purchasing the font except for limited temporary use by third parties as defined in this EULA (see Service providers/third parties).

Design use

This licensee can use this font software to create design works, logos, ad campaigns, packaging for products, social media posts, signs (if not for individual letters or numbers for typesetting), book covers, posters and billboards, artwork for display on screen (not broadcast or motion graphics) or paper rasterized web images, and other personal use.

This font software can be used to create a logo, but the typeface/font nor any of its elements cannot be trademarked.

This licensee can use this font software to create multiple copies of print products that do not exceed 250,000 prints.

This agreement only supports static designs. Motion graphics for film, AI (artificial intelligence), VR (virtual reality), AR (augmented reality), NFT (non-fungible token), or webfont files are not part of this agreement.

Installation

The font software may be installed on a server for the sole purpose of deploying to licensed users/workstations with accordance with restrictions defined in this EULA.

Backup

The licensee is permitted one backup of the font software, on a hard drive, the cloud, or a studio server, and only the licensee must have access to the copy. If this agreement is terminated the licensee must delete the font software.

Service providers/third parties

When using a service provider (etc, commercial printers or other types of visual production) who works on behalf of the licensee, the licensee must outline the fonts before sending the design files. If outlining is not possible the licensee is allowed to send one copy of the font with instructions that the font software must be deleted upon job completion. A service provider cannot keep a copy of the font software. Should the service provider wish to archive or maintain the font software they must purchase their own license. The licensee must inform the service provider of this requirement and the third party must agree in writing to the terms of this EULA relevant to them and that they have no rights from this license. It is prohibited to allow any third party to use the font software licensed to the licensee outside these circumstances.

Embedding

The font software can be embedded in an electronic document only for print and view and for submitting to a service provider/commercial printer for printing only. The font software can only be embedded as "read only". These settings are typically found in the save or export settings of a software. The font software can be embedded in an electronic document for distribution in certain circumstances. One is that the documents cannot be resold. Another is the distribution quantity of any one document must be under 250,000 instances. Distributions of more than 250,000 instances require a different license. This license does not allow for the resale of any electronic document, whether PDF, ebook, epublication, or any similar electronic document. A separate epublication license must be purchased for any resale of electronic documents.

This license does not permit embedding the font software in smart phones, ebooks, epublications, interactive books, mobile devices, Flash applications, electronic kiosks, smart televisions, software, games, gaming consoles, operating systems, computer servers, websites, website templates, social media templates, or similar current or future electronic platforms. Such applications require a different license.

If this agreement is terminated the licensee must delete the copy of the font software.

Restrictions

Reselling, sub-licenses, giving away

The font software may not be transferred, resold, rented, leased, sub-licensed, lent, given away, or re-distributed to any other person or entity. Digital Millennium Copyright Act (DMCA) and this EULA provide enforceable protections for any infringement. Tarallo Design actively monitors the web for such activity.

Custom items

The font software may not be used for products that can be personalized, like customizable items (coffee mugs, shirts, greeting cards, postage stamps) whether the font software is hosted on a server, a retail service or similar, or locally on a personal computer. Special licenses are available for such needs.

Broadcasting

The font software may not be used for broadcasting, such as streamed content, live broadcasting, satellite content, gas pumps, digital billboards, movie theaters, public space projections, taxi or airport screens, internet content, television, YouTube, Instagram, Facebook, or any similar future devices or media channels.

Alphabet products

The font software may not be used for creating alphabet or other products where the items consist of this font software's letterforms for use in typesetting. This includes, but is not limited to; stamps, signage/letter/number items, rub-on or other similar kinds of tattoos, stencils, embroidering machines, stickers, laser cuts, and die-cuts. It is forbidden to resell the forms, letterforms, and glyphs within this font software in any way.

Dingbats, symbols, illustrations

If this font software contains symbols they cannot be used for logos, items for sale, or other retail products. An example would be a flower glyph from the font being used as a symbol in a logo.

The font software cannot be used for illustrations in a way that the font software forms or letterforms are the primary element of the image. For example, a letterform or symbol cannot be the main design element on a coffee mug for resale.

Derivative work

The font software and forms may not in any way be used to create a new typeface or variations of this one. All fonts by Tarallo Design are copyrighted material.

Servers

The font software may not be installed on an internal or external server (DNS, LAN, WAN, or the internet) unless all workstations connected to the server are licensed to use this font software and their simultaneous use of the font software is not be greater than the number of licenses purchased. Pricing and license quantities can be selected on purchase by the licensee during checkout; "Quantity" = number of licensed users.

Converting and reformatting

The font software may not be converted in any way from the original format that it was delivered in. This font software may not be converted to a webfont format or any other type. The font software may not be reverse-engineered for use in other operating systems.

Embedding

The font software may not be embedded in a document where the end-user can edit the content using the font software. The font software cannot be embedded in a way that allows it to be extracted. It must be "read-only". Typically these settings are found in the save or export options of a software.

Responsibility

The licensee is responsible to comply with all laws related to the use of this font software and license.

Designer credit

If there is an opportunity to give credit to the font designer for the use of this font software the licensee agrees to give credit to Tarallo Design in this manner (font name) © Tarallo Design.

Term

This EULA grants a perpetual and revocable license. The licensee is not an owner of the font software. The font software is only licensed to the licensee, it is not a right of ownership. See termination section.

Indemnification and liability

Tarallo Design/Donald Tarallo is not directly or indirectly liable to the licensee or any third party operating with the licensee for any damages (personal loss, business loss, information loss, financial loss, or damage of computer hardware or software) nor any claims made against the licensee or third party for the use of the font software. This includes any inability of the licensee to operate the font software and any font software malfunctions.

Licensee shall indemnify, defend, and hold harmless Tarallo Design/Donald Tarallo and its affiliates, and each of Tarallo Design/Donald Tarallo's and its affiliates' respective officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) licensee's breach of any representation, warranty, covenant, or obligation under this agreement, or (b) use by licensee of licensed font software or licensed know-how, or (c) any use sale, transfer, or other disposition by licensee of font software or any other products made by use of font software or licensed know-how (each an "action"). Under no circumstances will Tarallo Design/Donald Tarallo, and their affiliates be liable to the licensee for any expense that would exceed the cost of the font software license purchased by the licensee.

The licensee waives all rights to dispute this EULA license in local, state, federal, or international courts or any other venue.

Some states and nations do not permit limitation of liability.

Copyright

The font software is protected by United States and international copyright law, Digital Millennium Copyright Act (DMCA), this EULA, international treaties, and other international intellectual property and trademark laws. Tarallo Design/Donald Tarallo owns all intellectual property rights and is the sole owner of this font software. The licensee agrees to not infringe on those rights and that they will be held legally and financially responsible for such infringements. The licensee agrees to respect this font software as copyrighted material and to not modify it in any way, this includes derivative works. The licensee agrees to use the font software respecting all copyright and trademark practices.

Trademarks can only be used for material created where the licensee is the designer; a trademark of this manner cannot be applied to the font software or the font's visual design characteristics included in said material. Such trademarks provide no rights or ownership to the font software or the font's visual design characteristics.

Termination

This license can be terminated if the licensee breaches the terms in this EULA. Tarallo Design may terminate this license within 15 days notice and it will terminate automatically after 15 days of notice issue. When termination occurs the licensee agrees to delete the font software and not retain a copy. Termination of this license does not exclude Tarallo Design/Donald Tarallo from suing the licensee for any breach of this EULA agreement and losses that Tarallo Design/Donald Tarallo may incur as a result of a breach.

Refunds and disclaimer

A refund will be issued for the font software if the software has not been published or released in any work and if no more than 15 days have passed since the date of purchase. Refunds will not exceed the licensee's font software purchase price (as stated on the receipt at the time of purchase).

Warranties

The font software is delivered "as is". Tarallo Design offers no obligations to the licensee. Tarallo Design does not guarantee the font software is error free. The font software is not warranted to operate without defects. The font software should not be used in any way that its malfunction could lead to personal injury or harm, death, or damage to the environment. The font software should not be used in navigation (gps), vehicle interfaces, dangerous tools, or medical devices, or in any other thing where its failure could result in harm to humans or the environment. This warranty is in effect to the fullest extent allowed by law.

Tarallo Design provides no warranty that the font software will perform toward desired results and that it does not infringe on third party rights.

Tarallo Design will refund the cost of the licensee's purchase price of the font software only in accordance with the refund policy defined in this EULA.

The limitations and exclusions in this warranty may not apply to the licensee as they can vary by state and nation. The licensee may have other rights. In jurisdictions where exclusions exist Tarallo Design/ Donald Tarallo cannot be found liable for any cost exceeding the licensee's font software purchase price (as stated on the receipt at the time of purchase).

Governing law

This EULA agreement is governed by United States law, international intellectual property law, and the Digital Millennium Copyright Act (DMCA).

Modifications

Future versions of this EULA may be modified by Tarallo Design without prior notice.

Terms

Licensee: You the purchaser of this license

Font software: The font/typeface under license

Desktop/Workstation: One computer or laptop

Licensed unit: One desktop/workstation

EULA: End User License Agreement

Read-only: A term used for fonts when they are embedded in a document in a way that the font information cannot be accessed to perform edits on the document and the font software is not able to be extracted

Server: A computer system that can deliver information over a network of interconnected digital devices and workstations.