

18.11.2023

PLANTYPE (Emin İmamoğlu)

EULA

Below is our End User License Agreement (EULA). Please read carefully before purchasing and using any fonts. By purchasing a license, you are entering into this agreement. Contact us for further info.

Scope of License

By receiving, purchasing, downloading, installing, using or otherwise handling our fonts, you accept the terms of this end user license agreement. These terms and conditions (Licence) replaces and supersedes any previously made oral or written proposals or agreements between you and us (Plantype [Emin İmamoğlu]). If you do not accept the terms, you can not download, request or use our fonts. Do not share, distribute, illegally copy, steal from a licensed user or re-sell our fonts.

Purchased fonts will always remain copyrighted to us. The purchase of a font makes the buyer a licensed user of the fonts, not an owner. We grant you a non-exclusive, non-transferable licence to use the fonts on the terms of this Licence for the duration of this Licence.

Our licenses are structured by Levels. "Levels" shall mean a series of licenses that include a hierarchy of Desktop, Web and App coverage.

For Desktop licensing, you are purchasing a license to use fonts by Plantype (Emin İmamoğlu) on a certain number of devices within your organisation. "Within your organisation" shall mean usage inside your company or organisation, across all your business locations, but shall not include usage by clients or other third parties, including self-employed parties who are working for you but not at one of your business locations. Self-employed third parties temporarily working at one of your business locations on your devices are considered part of your organisation. You may use the fonts for the creation of static or moving files like images and videos. This includes the use of fonts for the creation of logos. The fonts may only be used and installed on the number of computers specified in your license within your organisation. A copy of the fonts may be sent as part of a file release to a printer or prepress bureau if necessary.

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“Apps” or “Applications” shall mean applications able to run and function on one of the following operating system platform, on versions that are less than 5 years old: Microsoft Windows, Apple MacOS, Apple iOS, Android, insofar as they support the font files as they are supplied by Plantype (Emin İmamoğlu). Other operating systems are also covered under this agreement if they support the font files as they are supplied by Plantype (Emin İmamoğlu), but Plantype (Emin İmamoğlu) can not offer any technical support.

“Embed” shall mean the use of fonts in applications, meaning the embedding of the font files through various means (depending on the operating system and programming platform) into the application or an application package. The fonts are used by said application to style dynamic or static text inside those applications. You must neither embed the fonts into any physical devices directly nor save font files onto a device and sell, gift, ship, in any other way hand that device to any third party.

“Servers under your control” shall mean that all fonts are solely stored using online storage (hereafter Servers) to serve websites for which you or your organisation have sole administrative access to.

“Visitors per month” shall mean the number of uniquely identifiable users visiting your website and app. You have to record and control the number of monthly visitors by using an analytics tool generally recognised to be able to document the number of unique visitors to a website.

For Website (Web) and App licensing, you are purchasing a license to use fonts by Plantype (Emin İmamoğlu) on web servers under your control, and under control of a single organisation, to serve to a specific number of website visitors per month. You are purchasing so-called self-hosted fonts that you host on your own servers. You may install the fonts on any number of hosting services for any number of domains, as long as the overall number of monthly unique visitors of all websites served from those Servers and domains added up is within the number you have specified in your license. The number of allowed unique visitors is noted during your purchase and on your invoice.

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You have to purchase a license upgrade if you exceed your monthly visitors limit at any point in order to cover that larger number of monthly visitors. Plantype (Emin İmamoğlu) reserves the right to request and receive screenshots of your analytics tool to prove that the amount of unique visitors per month is below the maximum limit of allowed visitors you have purchased a license for.

You are purchasing a license to embed fonts by Plantype (Emin İmamoğlu) in an unlimited number of applications created within your organization, by developers of the applications. The number of developers who may use the fonts for development of the application, is either limited to the number of computers specified in your license within your organisation (if installed on computers) or, unlimited if the fonts are accessed through your organisations server.

You must not modify the fonts (digital typeface software) under any circumstance. You must contact us to discuss any modifications as a bespoke project.

Restrictions

You must responsibly handle the licensed font files you receive from us. You must not do any of the following: You must not share, distribute, illegally copy, steal from a licensed user or re-sell our fonts. You must not use any of our fonts in any racist, homophobic, transphobic or sexist context is prohibited. You must not copy the fonts, except where such copying is incidental to normal use of the fonts or where it is necessary for the purpose of back-up or operational security.

Quality

We aim to produce our fonts to high standards. However, if you do experience any difficulties with our fonts, we will do everything that we can to work with you on resolving any issues. We do not take on any liability in this transaction. You are using the fonts on your own risk. As part of our standard practise, we update our fonts to meet current standards, as well as occasionally update the design of a typeface. This may include stylistic changes, additional glyphs or alphabets. As part of the one-time payment made for the purchasing of your License, you can request an updated version of any font you have licensed with us, free of charge.

Duration and Termination

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Any breach of the terms of this agreement shall be cause for termination. We will pursue with legal action if you are found to be using our fonts illegally. The Licence will start on the date of the Licence Plan and will continue for the period in the Licence Plan unless terminated earlier in accordance with this clause. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 5 days after the service of written notice requiring you to do so. On termination for any reason:

- All rights granted to you under this Licence shall cease.
- You must immediately cease all activities authorised by this Licence.
- You must immediately and permanently delete or remove the fonts from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the fonts then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

We reserve the right to update our end user license agreement at any time without prior consent or notice. Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect.

Intellectual Property Rights

You acknowledge that all intellectual property rights in the fonts throughout the world belong to us, that rights in the fonts are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the fonts other than the right to use the fonts in accordance with the terms of this Licence. You acknowledge that you have no right to have access to the fonts in source code form other than as expressly provided in this Licence.

Limitation of Liability

You acknowledge that the fonts have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the fonts meet your requirements. Nothing in this Licence shall limit or exclude our liability for:

- Death or personal injury resulting from our negligence.

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- Fraud or fraudulent misrepresentation.
- Any other liability that cannot

be excluded or limited by Turkish law. We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- Loss of profits, sales, business, or revenue.
- Business interruption.
- Loss of anticipated savings.
- Loss or corruption of data or information.
- Loss of business opportunity, goodwill or reputation.
- Any special, indirect or consequential loss, damage, charges or expenses.

Our maximum aggregate liability for all other loss under or in connection with this Licence shall in all circumstances be limited to a sum equal to 100% of the Licence Fee.

General

We may transfer our rights and obligations under these terms of this Licence to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Licence contract. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing. This Licence This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licencethis agreement. Each of the conditions of this Licence operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect. If we do not insist immediately that you do anything you are required to do under this Licence, or if we delay in taking steps against you in respect of you breaking this Licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. These terms are governed by Turkish law and you can bring legal proceedings in respect of the products in the Turkish courts.. This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or

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its subject matter or formation shall be governed by and construed in accordance with the law of Turkey. Each party irrevocably agrees that the courts of Turkey shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.