

END USER LICENSE AGREEMENT (EULA)

TypeBerka Intellectual Property License Agreement

Last Updated: 02 October 2024

Email: halo@typeberka.com

Please read this Agreement carefully. This End-User License Agreement ("Agreement") sets out the terms under which TypeBerka grants a license to the Licensee for the Licensed Fonts, in exchange for the fees.

The Licensee ("you") agrees to the terms of this Agreement by ordering, accepting, paying for, or otherwise accessing the Licensed Fonts provided by TypeBerka.

1. TERM

This Agreement commences on the Effective Date and will continue with full force and effect unless terminated in accordance with Clause 9.

2. INTELLECTUAL PROPERTY LICENSE

(a) Subject to the terms of this Agreement and in exchange for the payment of fees, TypeBerka grants you a non-exclusive, non-transferable, revocable, worldwide license to use the Licensed Fonts as outlined in the License Details for the Permitted Use during the Term.

(b) You acknowledge that all intellectual property rights in the Licensed Fonts remain the sole property of TypeBerka, and no ownership rights are transferred to you under this Agreement.

3. TYPES OF LICENSES

3.1 BASIC LICENSE

The License permits:

- Use for personal projects and up to 3 client projects.
- Web Usage: Up to 10,000 monthly page views.
- Print: Up to 100 physical copies.
- Social Media: Unlimited use in posts and stories across all platforms.
- Video: Use in simple, non-commercial video content (e.g., YouTube, Instagram) with up to 10,000 views.

3.2 PROFESSIONAL LICENSE

The License permits:

- Unlimited client projects.
- Web Usage: Up to 100,000 monthly page views.
- Print: Up to 10,000 physical copies.
- Social Media: Unlimited use in posts, stories, and ads across all platforms.
- Video: Use in commercial video content (e.g., YouTube ads, social media campaigns) with up to 100,000 views.
- App Usage: Use in one app with up to 10,000 downloads.

3.3 CORPORATE LICENSE

The License permits:

- Unlimited client projects and unlimited web views.
- Print: No limit on copies.
- Social Media: Unlimited use in global campaigns across all platforms.
- Video: Use in national or international broadcasts and streaming services with no view limits (e.g., TV ads, YouTube ads, Netflix content).
- App Usage: Use in multiple apps with no download or user cap.
- Full Rights for Branding and Logo Design.

4. RESTRICTIONS AND LICENSE EXTENSIONS

4.1 GENERAL RESTRICTIONS

You may not distribute, sell, modify, include, adapt, reverse engineer, decompile, disassemble, or copy the Licensed Fonts without the express written consent of TypeBerka.

5. QUALITY CONTROL

You agree to immediately remove the Licensed Fonts from any social media or website at TypeBerka's request if a reasonable issue arises.

6. FEES

(a) The Licensee agrees to pay the fees as outlined in the License Details, or as otherwise agreed in writing.

(b) The Licensee will not be able to download or use the Licensed Fonts until the fees are paid in full.

(c) Refunds will only be issued for defective fonts and must be claimed within 7 days of purchase.

7. LIMITATION OF LIABILITY

(a) All express or implied warranties are excluded to the maximum extent permitted by law.

(b) To the extent permitted by law, TypeBerka limits its liability for loss or damage arising out of this Agreement to the total fees paid by the Licensee.

(c) Under no circumstances will TypeBerka be liable for incidental, special, or consequential damages, including loss of data, profits, or business opportunities.

8. DISPUTE RESOLUTION

(a) In the event of a dispute, both parties agree to use good faith efforts to resolve it before resorting to legal action.

(b) If the dispute cannot be resolved within 14 days, either party may take legal proceedings to resolve the issue.

9. TERMINATION

9.1 TERMINATION BY TYPEBERKA FOR CAUSE

TypeBerka may terminate this Agreement immediately if:

(a) You breach any term of this Agreement and fail to remedy the breach within 14 days after being notified by TypeBerka.

(b) A material breach of the Agreement occurs, including any violation of clauses 2, 3, 4, or 5.

9.2 EFFECT OF TERMINATION

Upon termination, you must:

- Cease using the Licensed Fonts immediately.
- Remove the Licensed Fonts from all projects, including digital and printed media.

10. NOTICES

(a) All notices under this Agreement must be in writing and sent via email.

(b) Notices will be considered delivered 24 hours after the email is sent unless proven otherwise.

11. INTERPRETATION PROVISIONS

11.1 GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with international commercial laws, without regard to its conflict of laws principles. Any disputes arising from or relating to this Agreement will be settled through mediation or arbitration in a mutually agreed-upon jurisdiction.

12. DEFINED TERMS

Effective Date: The date the Licensee agrees to the terms of this Agreement and the License becomes effective (usually the date of purchase or download).

End User: The individual or organization using the Licensed Fonts. If you purchase the fonts for a client, both you and your client are considered end users.

Fees: The amount paid by the Licensee for the Licensed Fonts as specified in the License Details.

License: The permission granted by TypeBerka to use the Licensed Fonts under specific terms and conditions (e.g., Basic, Professional, Corporate License).

License Details: The specific usage rights, limits, and other terms provided when purchasing a license, such as web page view limits, number of print copies, or app usage.

License Extension: Additional rights or modifications to the original license, such as expanded web usage, broadcasting, or server installation rights.

Licensed Fonts: The digital font files provided by TypeBerka that are licensed for use under this Agreement.

Licensee (You): The person or company that purchases the License and agrees to the terms of this Agreement.

Permitted Use: The specific ways the Licensed Fonts can be used, depending on the license type (e.g., personal projects, client projects, commercial use).

Term: The period during which the License is valid, starting from the Effective Date until terminated.