



End User License Agreement (EULA)

Updated June 6, 2020
Version 1.1

By downloading and installing a font you agree to respect the End User License Agreement (EULA). To address all possible usages of Wahyu & Sani Co.'s Fonts, there are different license types available. If you have questions regarding licensing, please get in touch with us: wahyu@wahyusani.co or sani@wahyusani.co

[Desktop Fonts License Agreement](#)
[Web Fonts License Agreement](#)

DESKTOP FONTS End User License Agreement (EULA)

This License Agreement is a legal contract between you and Wahyu & Sani Co. ("The Foundry").

When you purchase a font, you are purchasing the right to use that font under a particular set of conditions. These conditions range from, for example, how many computers the font can be installed on to whether it can be embedded in digital documents. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of the fonts, and the rights Wahyu & Sani Co. reserves. If you believe your situation or need is not addressed, or if you are unsure of any section's meaning, please ask The Foundry before you make a purchase. Once you download and/or install and/or use the Fonts by Wahyu & Sani Co., you are confirming you understand and agree to the terms of this Agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this Agreement. Upon payment in full, The Foundry grants to you a nonexclusive, non-transferable license to use the fonts under the following terms and conditions:

1. Definitions

In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Font. An End User is not defined as a distributor, reseller, dealer, sublicensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc.



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Wahyu & Sani Co. products may not be distributed and/or sold to third parties without prior written consent from The Foundry. "Output Device" is defined as any device producing a usable representation of the Font, such as, but not limited to: a printer, image setter, laser setter, plate maker.

2 Permitted Uses And Restrictions

2a.) Installation and Number of users: The Font may be installed and used only for one (1) user identified in your sales receipt. You may choose multiple quantities in the shopping cart for multiple users.

2b.) Locations: The Font Software may be installed and used at a single geographic location. If you need a license that permits installation of the Font Software at multiple locations, please contact The Foundry.

2c.) Laptops: The Font Software may be installed and used on a laptop as a secondary and alternate use computer. This term is not intended to permit the installation and concurrent use of the Font Software on two (2) computers or workstations.

2d.) Service Bureau / Printer Use: To reproduce a particular document, you may provide a digitized copy of the specified Fonts to a commercial printer or service bureau. Afterwards, you and/or the printer or service bureau must destroy the copy of the Fonts.

2e.) Output Devices: The Font Software may be used with a maximum of five (5) output devices per licensed user. However, the Font Software may not be installed or used with any device that displays a reproduction or facsimile of the Font Software or the designs embodied in the Font Software. This includes, but is not limited to: game playing devices, game of chance devices, mp3 players, electronic books, or mobile phones or other mobile devices. All such uses are not permitted installations and are not authorized output devices/uses under this License. Any such installation or use requires the purchase of a special license.

2f.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices



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that appear on, in or with the Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2g.) Embedding Of Fonts: Embedding of the Fonts into web pages or digital documents is prohibited. You may not embed the licensed fonts into websites, apps, eBooks or servers. Please ask The Foundry for more information. You may not under any circumstances embed the licensed fonts into software or hardware products in which the fonts will be used by the purchasers of such products. Such use requires a different license which may be offered by the Foundry. Please contact wahyu@wahyusani.co or sani@wahyusani.co for further information.

2h.) Modifications: You may create outline artworks based upon the Font Software for your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable or substitute version of the Font is prohibited. Under no circumstances may you modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Font Software. Any modifications made to the vector outlines shall be considered derivative works and their use governed by the terms and conditions of this Agreement. You further agree not to commission or authorize any third party to undertake modifications to the Fonts without prior written consent from The Foundry.

2j.) 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.

2k.) Time Limitation: All license purchases are a one-time payment for perpetual use, with no recurring fees. Prices for web fonts are based on number of unique visitors per month, but still only require one payment.

2l.) Logos: This refers to the usage of a font in a wordmark or logo for a business company. After downloading the font file, you may design a logo with the original font file. After completion of the design, you must convert the font into a vector shape format such as EPS, AI or SVG. You may customize or alter some of the original glyphs according to your wishes, after converting the file into vector shapes.



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You may transfer the original font file to a third party service bureau, like a design agency or logo designer, working on behalf of you only if they agree to use the font exclusively for your work, and retain no copies of the font on completion of the work. You may use the logo with no time or geographical limitation on any business related collateral such as business cards, products created by you or marketing materials. Please ask The Foundry for further information.

3. Rights Reserved

You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of Wahyu & Sani Co.. You agree that the Fonts, and all copies thereof, are owned by Wahyu & Sani Co. and the Fonts' structure, organization and code are the valuable trade secrets of The Foundry. The unauthorized use of the Font Software shall be a willful breach of this License and may, at The Foundry's sole discretion, result in its immediate termination, without obligation of notice or opportunity to cure. All rights of The Foundry are cumulative, not exclusive, including the right to seek temporary and/or permanent injunctive relief.

4. Agreement

You expressly agree that this Agreement shall be governed by the laws of Indonesia, as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the jurisdiction of federal courts in the forum selected by The Foundry for the purposes of resolving any dispute arising under this Agreement. You hereby expressly agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

5. Disclaimer And Limited Warranty

The Foundry warrants the Product to be free from defects in materials and workmanship under normal use for a period of twenty one (21) days from the date of delivery as shown on your receipt. The Foundry's entire liability and your exclusive remedy as to a defective product shall be, at The Foundry's option, either return of purchase price or replacement of any such product that is returned to The Foundry with a copy of the invoice.



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The Foundry shall have no responsibility to replace the product or refund the purchase price if failure results from accident, modification, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for twenty one (21) days. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. 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 warrants that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. THE FOUNDRY IS NOT 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.

6. No Other Agreements

This Agreement represents the complete and exclusive statement of the agreement between you and Wahyu & Sani Co. and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation of the terms of this Agreement or any different terms will be enforceable against Wahyu & Sani Co. in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by Wahyu & Sani Co. with a provision that effects the intent of the invalid provision.

7. Amendments

The Foundry expressly reserves the right to amend or modify subsequent versions of this License Agreement at any time and without prior notification.



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8. Contact

If you have any questions regarding this agreement please contact The Foundry at wahyu@wahyusani.co or sani@wahyusani.co.

WEB FONTS

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This License Agreement is a legal contract between you and Wahyu & Sani Co. ("The Foundry").

When you purchase a Web Font, you are purchasing the right to use that font under a particular set of conditions. These conditions range from, for example, how many domains the Font can be used on to whether it can be embedded in digital applications. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of the fonts, and the rights Wahyu & Sani Co. reserves. If you believe your situation or need is not addressed, or if you are unsure of any section's meaning, please ask The Foundry before you make a purchase. Once you download and/or install and/or use the Fonts by Wahyu & Sani Co., you are confirming you understand and agree to the terms of this Agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this Agreement. Upon payment in full, The Foundry grants to you a nonexclusive, non-transferable license to use the fonts under the following terms and conditions:

1. Definitions

1a.) In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Web Font. An End User is not defined as a distributor, reseller, dealer, sublicensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc.



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1 b.) A “Web Font” is type face Font software that has been created, optimised, translated or otherwise specially modified for use on the Internet for styling or viewing text on a website.

1 c.) The “domain” is the host name of a website’s home page. The domain may be comprised of one unique second-level domain name (as in “example” of <http://www.example.com>), multiple top-level domains (as in .com, .org, .fr), and multiple sub-domains (as in “shop” of shop.example.com, or “blog” of blog.example.com). Under this license You must own the domain and control the content of the licensed websites.

1 d.) A “website” is defined as a collection of related web pages organised under a single domain. The website may be viewed with a web browser and/or via a web-based mobile app.

2. Permitted Uses And Restrictions

2a.) Implementation: The Web Fonts may be used for styling text on Your website via the CSS @font-face rule for the domain specified on Your Sales Receipt. Only the WOFF (“.woff”, Web Open Font Format) Web Font files provided by The Foundry may be used. The use of alternate formats (such as TTF, SVG, or OTF) is expressly prohibited. Viewing and printing pages of the website using the Web Fonts is allowed. The Web Fonts are licensed for Your use only. You may not use the Web Fonts as a tool or resource for third parties to create customised products or documents. Further, the Web Fonts may not be served to unlicensed domains, even if they are hosted on a licensed domain. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify The Foundry as soon as is possible.

2b.) Page View Limitations: A page view is one request for the viewing of a page of Your website. The average monthly traffic of Your website, measured in page views over the span of three consecutive months, must not exceed the amount of 10,000. If it does, You must purchase a license upgrade for the increased page view amount.



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2c.) Web Fonts File Protection: You agree to use reasonable measures to ensure the Web Fonts are available only for the process of styling text on Your website. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hotlinking and b.) not allowing direct download of the Web Fonts unrelated to the process of styling text for Your website.

2d.) Third Party Web Font Services: The hosting or serving of the Web Fonts by any third party service, like “TypeKit”, “FontDeck”, “WebINK” or “Webtype” for example, is strictly prohibited.

2e.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2f.) Modifications: You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of the Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited.

2g.) Web Usage Only: The use of Wahyu & Sani Co. Web Fonts on a desktop, laptop, workstation computer, or for any uses not expressly permitted herein is prohibited.

2h.) Number Of Users: The Web Font may be used for one (1) simultaneous user. You may choose multiple quantities in the shopping cart for multiple users.

2i.) 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.



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2j.) Third Parties / Online Services: You may upload the font to an online service or platform, that is providing you with graphical materials only if they agree to store the font securely on their servers, agree to the terms of this license, and retain no copies of the font on completion of the cooperation. The online service may not provide the font or make it accessible to any other third parties. The hosting or serving of the font by any font related third party service, like "TypeKit", "FontDeck", "WebINK" or "Webtype" for example, is strictly prohibited.

2k.) Time Limitation: All license purchases are a one-time payment for perpetual use, with no recurring fees. Prices for web fonts are based on number of unique visitors per month, but still only require one payment.

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6. No Other Agreements

This Agreement represents the complete and exclusive statement of the agreement between you and Wahyu & Sani Co. and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation of the terms of this Agreement or any different terms will be enforceable against Wahyu & Sani Co. in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by Wahyu & Sani Co. with a provision that effects the intent of the invalid provision.



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