



A2/SW/HK Limited Font License

Terms and Conditions for Download and Use of “New Rail Alphabet” Font

Note: A2-TYPE is a division of A2/SW/HK Limited.

These terms and conditions contain the contractual terms on which A2/SW/HK Limited offers the download, installation and use of Fonts from its Website. You must click to accept these terms and conditions before downloading the Font from the Website whereupon these terms and conditions will be legally binding on you. If you do not accept these terms you must not continue with the download.

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Definitions

- 1.1** In these Terms and Conditions, the following definitions have the following meanings.
- “Font”** Means the font referred to by A2/SW/HK Limited as “New Rail Alphabet” on the Website supplied in digital format containing digital data including but not limited to visual image data relating to the font and including the font itself together with any related software capable of download to the memory or hard disk of a personal computer or similar data storage device.
- “Fee”** The relevant download fee for download and access to the Font available on the Website, to be prepaid in full by you to us prior to downloading the Font.
- “IPR”** All patents, trade marks, service marks, copyright, design right, database rights and other intellectual property rights whether registered or unregistered and subsisting anywhere in the World.
- “Order”** A request by you to download the Font from the Website identifying the number of CPUs the Font is to be used on and the relevant Fee or Fees for that download or those downloads and relevant payment details.
- “Personal Data”** Any personal data relating to you within the definition in the Data Protection Act 1998.
- “Usage Rights”** The right to install the Font software on no more than the number of CPUs stated in the Order, make one back-up copy in case your computer fails and to supply one copy of the Font to your print production company. If you do provide a copy of the Font to your print production company, you acknowledge and understand that it is your responsibility to ensure that the print production company deletes the Font from their computer system after processing your files/job. It is also your responsibility to make sure that they do not breach any part of this license agreement.
- “System Requirement”** The minimum operating system requirements necessary to download, install and run the Font, details of which are set out on the Website.
- “Website”** The New Rail Alphabet website at www.newrailalphabet.co.uk and any of the sub-domains thereof.
- “we”, “us”, “our,”
“A2/SW/HK”** A2/SW/HK Limited, a company registered in England and Wales with company number 5406498 and its registered address at Unit G3, 35-42 Charlotte Road, London EC2A 3PD.
- “you”, “your,”
“End User”** The person or body downloading the Font from the Website.

2 **Orders**

- 2.1** You must place an Order to request download of the Font from the Website by following the instructions on the Website for purchasing and downloading the Font.
- 2.2** Following completion of your Order we will automatically e-mail you with an order confirmation number.

3 **Fees and Payment**

- 3.1** Upon submission of your Order, you will be required to provide payment details for payment of the relevant Fee(s). Payment is only accepted by us by via credit or debit card or such other electronic transfer methods notified on the Website.
- 3.2** All Fees will be payable in advance of download, and no download of a Font will be authorised by us until full payment of the relevant Fee(s) for download of the Font has been confirmed received by us.
- 3.3** We reserve the right to refuse to authorise any download of the Font to any person at any time at our sole discretion. In the event that any download is not authorised by us under this clause and the relevant download is not completed, any Fee that may have been paid to us for that download will be refunded to you.

4 **Licence**

- 4.1** In consideration of payment by you to us of the relevant Fee(s) in accordance with clause 3 of these terms and conditions, A2/SW/HK hereby grants to you a royalty free, non-exclusive, nontransferable licence to install and use the Font, with such license being limited to the Usage Rights.
- 4.2** Subject to the terms of this agreement, this agreement does not permit you to install and use the Font contained within your Order for any of the following purposes and you acknowledge and agree that you will not:
- 4.2.1** Use, copy, transfer, publish, sell, lend or distribute the Font and any related software or any part of them other than as set out in the Usage Rights;
- 4.2.2** Reverse engineer, decompile, disassemble, adapt, modify, merge or translate the Font or any related software save as the applicable law may provide otherwise;
- 4.2.3** Alter the Font in any way or form;
- 4.2.4** Modify the digital outlines of the Font in any way or form;
- 4.2.5** Re-name the Font and/or any related software;
- 4.2.6** Sell, distribute, give away for free or in any other way make the Font and/or any related software available to the public, including, but not being limited to the making available of the Font/software by way of download;
- 4.2.7** Purport to sub-license the Font and/or any related software in any way or form;
- 4.2.8** Share your license between offices, studios, departments, regions, countries;
- 4.2.9** Install the Font on a shared server;
- 4.2.10** Distribute the Font and/or any related software in any way or form as part of your design or as part of an identity programme including brand guidelines and other corporate design which stipulate use of Font and/or any related software; or

4.2.11

Embed the Font in a document for a third party to alter in any way or form including PDF, Photoshop, Tiff, JPG, PNG, EPS, In Design, Quark X-Press and Microsoft Word files or any other computer programme file not mentioned here is a breach of this Agreement. Should you require the 'Embed fonts' service then please contact us to purchase additional user licences.

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Cancellation

5.1

Under the Consumer Protection (Distance Selling) Regulations 2000, if you are acting as consumer, you are granted a statutory seven (7) day cancellation period commencing on the completion of your Order during which you may cancel your Order. This clause 5 sets out and clarifies the operation of this cancellation period with regards to the download of Font from the Website.

5.2

You agree that the provision of the Font is a service for the purposes of the Consumer Protection (Distance Selling) Regulations 2000, and that the Service will commence when you initiate the download of the Font from the Website. In the event that you initiate the download of the Font before the end of the seven (7) day cancellation period referred to in clause 5.1, your right to cancel the relevant Order will immediately expire and the Fee(s) paid to us for it will be non-refundable.

5.3

In the event that you do not download the Font and/or related software from the Website before the end of the seven (7) day cancellation period referred to above, you will not be entitled to cancel your Order.

5.4

Subject to the above terms and conditions (including, in particular, the loss of your right to cancel an Order where the download of the Font has been initiated), you may cancel your Order relating to the Font within seven (7) days of the placing of the Order. In order to request such cancellation please send an e-mail to info@newrailalphabet.co.uk quoting your Order reference number. Upon receipt of such request for cancellation and verification by us that the relevant Font download has not been initiated, we will cancel the relevant Font download and refund the relevant Fee(s) to you. Any subsequent attempt to download the relevant Font

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Provision of the Font

6.1

You acknowledge and understand that the Font and any related software is provided on an "as is" basis. A2/SW/HK makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. A2/SW/HK does not warrant that the operation of the Font or any related software will be uninterrupted or error free or that any errors can be corrected.

6.2

In no circumstances shall we be liable for any failure of any Font or related software to perform, resulting from a failure by you to comply with the minimum technical requirements relating to the running of the Font and related software set out on the Website.

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Limitation of Liability

7.1

You acknowledge that the following provision reflects a fair allocation of risk. This agreement sets out our entire liability to you and all other liability of us to you is hereby excluded, subject that nothing shall exclude or restrict our liability for fraudulent misrepresentation and/or for death or personal injury to the extent that such injury results from our negligence or wilful default.

7.2

You install and use each Font and related software at your own risk and in no event will we be liable to you whether in contract, tort, by statute or otherwise in respect of any loss or damage of any kind, subject to clause 7.1 above, including special, indirect, incidental or economic loss, loss of profits, business interruption, loss of business information, loss of goodwill or other consequential losses arising out of or in connection with any Font or related software or from errors or defi-

iciencies in any Font or related software whether caused by negligence or otherwise, even if we are notified by you of the possibility of such damage in advance of the provision of the Font and the software.

- 7.3** You agree that our total liability under this agreement relating to each Font shall not exceed (death or personal injury excepted) the replacement cost of the Font and the software, including where such liability arises out of our negligence.
- 7.4** In the event of an error in the downloading of the Font and related software which materially detracts from that Font we will, on production by you of evidence satisfactory to us, at our discretion and where appropriate:
- 7.4.1** Authorise download of a second copy of the relevant Font or the relevant parts of that Font to rectify the error;
- 7.4.2** Provide you with a full or partial refund of the relevant Fee for the Font.

8 Intellectual Property Rights

You acknowledge and understand that all Intellectual Property Rights in Font and related software, including any modification, adaptation, update, upgrade or improvement of the same, any trade mark used in relation to the Font or A2/SW/HK belong to and vest absolutely in A2/SW/HK and nothing in this agreement or otherwise shall vest any such Intellectual Property Rights in the End User. All such Intellectual Property Rights of A2/SW/HK are hereby reserved.

9 Data Protection and Privacy

You agree to the reasonable processing of your Personal Data by us for the purposes of providing the Service to you. In processing Personal Data, we will comply with all relevant legislation, including but not limited to the Data Protection Act 1998.

10 Restrictions of the Internet

- 10.1** You acknowledge that:
- 10.1.1** We have no control over the Internet which is a global decentralised network of computer systems. Access to the Website for downloading Font will not be error free or uninterrupted and may be very variable; and
- 10.1.2** That information, software and other material accessible over the Internet via the Website may contain viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. We are not liable and will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from your access to or use of the Internet.
- 10.2** The Website is maintained by our hosting service providers. Every effort is made to ensure the continuity of the Website, but some occasional technical downtime beyond our control and/or the control of our hosting service provider may occur. Such downtime may prevent downloads being available via the Website or cause errors or delays in downloads for the duration of the down time. We will not be liable for any delays or errors resulting from a cause beyond our control and/or that of our hosting provider including, for the avoidance of doubt, hosting server downtime.

11 Terms and Conditions of Website Use

Terms and Conditions of Website Use as set out and accessible via the Website are incorporated into these terms and conditions. In the event of any conflict between the Terms and Conditions of Website Use and these terms and conditions, the provisions of these terms and conditions shall prevail.

12 **Term and Termination of Licence**

- 12.1** This agreement will continue indefinitely, but will terminate immediately and automatically if you fail to comply with any of the terms and conditions set out in this agreement.
- 12.2** In the event that this agreement is terminated in accordance with clause 12.1, you agree that you will destroy and erase the Font, including any related software, and all and any copies of the same in your possession or control and stored on the any medium whatsoever, and on our request, you will certify in writing that you have done so.

13 **General**

- 13.1** You shall not assign, sub-licence or otherwise deal with this agreement, in whole or in part, without our written consent. We may assign our rights or obligations under these terms and conditions at anytime.
- 13.2** If any provision of this agreement is declared void, illegal, or unenforceable, the remaining terms of this agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
- 13.3** Any failure by any party to this agreement to enforce at any time any term or condition under this agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this agreement.
- 13.4** This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it.
- 13.5** If you have a problem with the Font or download thereof please contact us by e-mailing us on: info@newrailalphabet.co.uk.
- 13.6** All other questions, comments or enquiries should be directed by email to: info@newrailalphabet.co.uk or by post to:
- A2-TYPE
A2/SW/HK Limited
Unit G3, 35-42 Charlotte Road
London EC2A 3PD
United Kingdom

14 **Governing Law**

This agreement is governed by English Law and the parties will submit to the exclusive jurisdiction of the English Courts.