

FRIZZZELL FONT

**Commercial End User
License Agreement**

August 2016

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Commercial End User License Agreement (CEULA)

The Commercial End User License Agreement enables You to use the Frizzell Font files for commercial or client design work. The Commercial End User License Agreement allows You to create media that will represent an individual, company or organization.

Permissible Uses of Frizzell Font Files

You can use the Font Files to create advertising, artwork, business cards, flags, logos, signage, packaging, page titles, posters, printed designs on material, websites or other products for your business/company or client's business/company.

The Commercial End User License Agreement does NOT grant the use of Frizzell Font in:

- Mobile Applications
- Video Games
- E-Books
- Software and other Devices
- Feature length movies / films
- Products that are essentially letterforms
- Template files for blogs, online stores or website themes
- or for redistribution or resale in any circumstances

If you wish to use one Frizzell Font for any of the above purposes, you must email hello@joemitchell.co for an Extended License.

End User License Agreement

Acknowledgement

This Commercial End User License Agreement (CEULA) is a legal binding contract between 'You' - the customer and 'Joe Mitchell'. By purchasing a License and downloading / installing any Font Files (OTF and TTF files) licensed from www.FrizzellFont.com You agree that You have fully read,

understood and agreed to the terms and conditions of the CEULA. If You do not agree to the terms and conditions of the CEULA You are not authorized to purchase any Licenses or download, install or use any Font Files (.OTF and .TTF Files) from Joe Mitchell.

Upon completing the payment process, Joe Mitchell supplies You with a non-exclusive and nontransferable license to use the Font Files on the number of workstations as determined by the number of Licenses You have purchased. The '1 CPU' license allows You to install the licensed Font Files on a maximum of 1 workstation owned by a single person or company/organization at one (1) single geographical location. Font Files are not permitted to be shared via any form of network or server. The '2-3 CPUs' license allows You to install the licensed Font Files on a maximum of 3 workstations owned by a single person or company/organization at one (1) single geographical location. Font Files are not permitted to be shared via any form of network or server. If You require a License for more than 3 workstations then email **hello@joemitchell.co** to enquire about an extended license. The Font Files licensed are only for use for your own personal use or your own business, the Font Files remain the property of Joe Mitchell.

You agree to treat the Font Files as if it is confidential information. You agree not to copy, reproduce, transfer, sell, license, lend, file share, lease, sub-license or distribute any Font File downloaded from www.FrizzellFont.com. You agree not to edit, modify, reformat, translate, hack or otherwise discover the Fonts working file. You agree not to alter the Font Files copyright notices as contained in the Font Files code. Any manipulation, violation of use, or Font pirating activity may result in legal action and prosecution. You agree to not re-create, base works or Fonts on Frizzell Font.

Use and Creation of Media

Font Files from Joe Mitchell can be used to print any number of anything as long as it is produced within the allowances of the CEULA set by Joe Mitchell. You have no limits on the total number of copies or size of print. Font Files must not be available for others to use as part of an interface for (but not limited to) mobile applications, computer software, video games and e-books.

If necessary, with Joe Mitchell's permission you are permitted to supply Font Files to a printer or a service company for printing or manufacturing of physical material. You acknowledge to ensure the Font Files are not retained by the third party and that if the third party is required to make changes to the text they must purchase their own license to do so.

The creation of physical products or items for sale or distribution that are essentially letterforms from Fonts is prohibited. Prohibited products include but not limited to, stamps, stencils, temporary tattoos, real tattoos, alphabet stickers, alphabet toys, educational alphabet products, house numbers, alphabet letters or any words/quotes made from any material. Laser or water jet cut letters, glass or wall decals or wall art are also prohibited. If You would like to use a Font for a product in this manner, please email Joe Mitchell to purchase a license extension.

Under no circumstances are you allowed to embed or include Fonts into mobile applications or websites that allow third parties to use Fonts. For example but not limited to; online book, t-shirt or gift card creation and printing.

Font File Embedding/inclusion in electronic documents such as (but not limited to) packaged InDesign Documents, PDF, Word documents is only permitted under the absolute guarantee that anyone viewing the file cannot use or extract any Font Files from Joe Mitchell to edit or create new documents. It is strongly suggested to convert all text to outlines.

Mobile Applications, Video Games, e-Books, Software

The use of Fonts licensed from Joe Mitchell excludes the use in Mobile Applications, Video Games, e-Books, Software, Devices and all other electronic programs or applications. You may not embed or include Fonts in products such as Applications for iOS (Apple), Android, Mobile Windows, etc.) Video Games or Computer Software. Joe Mitchell is happy to supply license extensions to allow this. Please email him for more information.

Use of Fonts in Broadcasting

The Commercial Use License allows the use of Fonts licensed in television advertisements. Usage in movies, feature films, television shows, special broadcasts and documentaries is not permitted. Joe Mitchell is happy to supply License Extensions to allow this. Please email him for more information.

Warranty and Refunds

Joe Mitchell warrants that the Font Files will function correctly for a 20 day time period after downloading the Font Files. If the Font File does not function correctly You must contact Joe Mitchell within 20 days and delete all purchased Font Files and sign a legal document confirming You have not retained any additional copies. Note not all computer programs support OpenType (OTF files) features. System requirements for our Fonts: Apple Mac OSX or Windows 10 at a minimum. Due to the nature of digital products such as Fonts, he does not offer refunds or store credit for change of mind or incorrect purchases.

Ownership and Editing Font Files

Frizzell Font is Joe Mitchell's exclusive property. The Font Files are not sold to You – The Customer. Instead Joe Mitchell provides You the ability to purchase a non-exclusive License which allows You to use Font Files on Your own computer. The Font Files remain property of Joe Mitchell. Only Joe Mitchell is permitted to edit or modify the Font Files licensed on www.FrizzellFont.com. You accept the Font Files are protected by International Copyright Laws. You are not allowed to copy, redesign or modify any Fonts on Joe Mitchell and distribute them.

Guarantee

Joe Mitchell cannot guarantee the performance or results You may accomplish by using Font Files Licensed from Joe Mitchell. In no event, under any circumstances can Joe Mitchell be held responsible for any indirect or direct damages, including lost profits, lost money, lost material assets, failure of business performance or business interruption. Joe Mitchell holds no responsibility for the manner in which the Fonts from Joe Mitchell are used.

Responsibility

Joe Mitchell is not responsible if any Fonts or images using Frizzell Font break copyright laws.

Violation/Termination

Violation of the terms of this CEULA will instantly cause Your License to be discontinued and legal action may be taken against You in a court of law. In the event of termination, You must delete the Font Files and assure no copies of the Font Files are in Your possession.

Venue and Choice of Law

Joe Mitchell is based in New Zealand and this CEULA will be governed and construed exclusively by the Laws of New Zealand. You agree to the exclusive jurisdiction of the New Zealand courts.

Changes to CEULA

As Joe Mitchell operates in a changing technological and regulatory environment, Joe Mitchell reserve the right to change the CEULA at any time. Changes will be effective instantly upon posting of the amended CEULA on www.FrizzellFont.com website. You are responsible for ensuring You have read the latest CEULA. Your continued use of the services represents Your agreement to the CEULA as amended.

Glossary

- Website: Frizzell Fonts Website www.FrizzellFont.com
- Font Files: Font software, .OTF files, .TTF files and Vector based files.
- Font, Fonts: an electronic data file containing a set of glyphs, characters, or symbols in formats such as .OTF , .TTF and Vector-based files that are licensed from Joe Mitchell and installed on a computer system to create visual media.
- Joe Mitchell: Joe Mitchell as himself or any person(s) acting on behalf of him.
- Customer(s): Refers to You, the individual representing yourself or a Company or Organization that is the Customer purchasing Font licenses.
- CEULA, Commercial End User License Agreement - The Agreement that You agree to when purchasing a License.
- Designer: refers to Joe Mitchell or anyone authorised to act on his behalf.
- You : The customer, this represents You, the Individual representing themselves or a Company or Organization that is the purchasing Font Licenses.
- License, Licenses: The License outlines the manner in which a 'You' - the customer may use a Font. A Customer does not purchase the Font(s) and take ownership of them.
- If Joe Mitchell suspects the Commercial End User License Agreements has been broken by A Customer, Joe Mitchell may proceed to take legal action.