

Typekit Services Agreement

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By Using the Typekit Service, or by installing any portion of the Service software, you are agreeing to the following terms and conditions. Please read them carefully.

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1. Definitions.

Capitalized terms used in these Additional Terms have the meaning as defined below. Capitalized terms not otherwise defined here have the same meaning as defined in the General Terms located at www.adobe.com/go/terms.

1.1 "**Account**" means the account (including any Adobe ID and user profile) You create when You first register with the Service, including any unique keys or identifiers Adobe provides to You or otherwise uses to associate You with your account.

1.2 "**Adobe**," "**We**," or "**Us**" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if this agreement is entered into while You are in the United States, Canada, or Mexico; otherwise, it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.

1.3 "**Agency**" means an individual or commercial business that provides web or graphic design, advertising, marketing, or similar services to its own customers or clients and which services include creating and/or maintaining Published Media.

1.4 "**Computer**" means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, Internet-connected devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.

1.5 "**Customer Content**" means the fonts or font families ("content" as that term is used in the Adobe General Terms of Use) licensed separately by You directly from a third party for Your Use through the Service pursuant to this Agreement.

1.6 "**Derivative Work(s)**" means binary data based upon or derived from the Licensed Content (including any portion of the Licensed Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which the Licensed Content may be converted.

1.7 "**Documentation**" means the explanatory written materials and files and/or other user documentation that accompanies the Licensed Content, or is published, made available or otherwise provided to You by Adobe, in connection with Your Use of the Service.

1.8 "**Kit**" means the computer, web or other medium-compatible software package created by You through the Service comprised of Your preferred settings, Licensed Font choices, and formats, style sheets, and other software code, along with any JavaScript that may be delivered through the Service to wrap and identify each Kit and corresponding Publisher and to manage and track Use of Licensed Fonts in connection with Published Media.

1.9 "**Licensor(s)**" means the third party that licenses to Adobe any of the Licensed Content that Adobe makes available for Your Use.

1.10 "**Licensed Content**" means the Licensed Fonts, Marketplace Fonts, Licensed Software, and the Service, Service Interfaces, and Service Interface tokens.

- 1.11 **"Licensed Fonts"** means the fonts or font families that Adobe licenses to You through the Service for Your Use pursuant to these Additional Terms.
- 1.12 **"Licensed Software"** means the Service and any and all software with which this Agreement is provided, including but not limited to any software files containing the Licensed Fonts, Marketplace Fonts, and any scripts, scripting logic, or other code that is used within the Service or bundled with Typekit Sync, or embedded within exported file formats (and any Updates and Upgrades or Documentation relating to any of the foregoing) that Adobe makes available to You through the Service to enable You to access and receive the Licensed Content.
- 1.13 **"Marketplace Fonts"** means the fonts or font families that Adobe or Licensor(s) license to You through the Service for Your Use that are subject to Adobe's or Licensor's end-user license terms
- 1.14 **"Marketplace Order(s)"** means the Marketplace Fonts that Adobe and Licensor(s) make available to You on and through the Service.
- 1.15 **"Permitted Number of Computers"** means the maximum number of Computers to or upon which Typekit Sync Fonts may be installed (including the number or instances of simultaneous Use permitted by Your particular Subscription Plan) and from which the Services may be accessed.
- 1.16 **"Publisher"** means the individual or entity (You or Your client or customer on whose behalf You may act) that owns or controls the content, other than Licensed Content, appearing on or in Published Media.
- 1.17 **"Published Document(s)"** mean any distributed form of digital document (i.e. Word, PDF, EPUB, etc.) that Uses Licensed Fonts, whether or not embedded, including for display, viewing or consumption by anyone accessing the Published Document.
- 1.18 **"Published Media"** means, individually and collectively, any Published Document or Published Website.
- 1.19 **"Published Website(s)"** means respectively websites, webpages or webpage content that You design, develop, or create and that is published and integrates, accesses, and publicly displays Licensed Fonts Using Typekit Web.
- 1.20 **"Reseller Platform"** is any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (e.g., blogging platforms, social network profiles, etc.)
- 1.21 **"Service(s)"** means the Typekit service website accessible from www.typekit.com, including Typekit Sync, Typekit Web, Typekit Marketplace, and all other services, features or content made available from, in, or through the Typekit service website.
- 1.22 **"Service Interface(s)"** means any plugins or application interface provided by or through the Service that allows You programmatic access to the functionality of the Service and allows You to preview the Licensed Content, or to otherwise create, configure, modify, and publish Kits, and fetch metadata about the fonts in the Service font library.
- 1.23 **"Subscription Plan(s)"** means each respective Service subscription plan option, including Trials, as well as any related Use terms and conditions, allowances, limitations, restrictions and fee schedules described for each subscription plan at <https://typekit.com/plans>, which are incorporated in these Additional Terms by this reference.
- 1.24 **"Typekit Sync"** means the Typekit Sync Fonts and features of the Service made available through the download or installation of Adobe software to Your Computer, that facilitate Your access and Use of the Services and Typekit Sync Fonts for publishing purposes (i.e., for creating Published Documents).
- 1.25 **"Typekit Sync Font(s)"** means the Licensed Fonts and Marketplace Fonts that You have synchronized to Your Computer for publishing purposes (i.e., for creating Published Documents).
- 1.26 **"Typekit Marketplace"** means the portion of the Service through which Adobe and Licensor offer for direct sale Marketplace Fonts that are subject to Adobe's or Licensor's own end-user license terms.
- 1.27 **"Typekit Web"** means the Typekit Web Fonts and features of the Service that facilitate Your access and Use of the Services and Typekit Web Fonts for creating Published Websites.

1.28 **"Typekit Web Fonts"** means the web-formatted versions of the Licensed Fonts and Marketplace Fonts that You Use to create Published Websites.

1.29 **"Updates"** and **"Upgrades"** means any updates, revisions, modifications, or additions that may be made and deployed or provided by Adobe to You at any time to upgrade, augment, or enhance the Service, to the extent not provided under separate terms. Adobe is not liable to You in any way whatsoever for any such changes.

1.30 **"Use(s)," "Using,"** or **"Usage"** means any and all use You make of the Service in connection with Your download, integration, access, syncing, use, or display of the Licensed Content.

1.31 **"You"** and **"Your"** means any individual, entity, or Agency that creates and Uses an Account to access the Services on its own behalf or on behalf of its clients or customers in connection with Published Media.

2. Base Terms.

Your Use of the Service is governed by these Additional Terms of Use ("**Additional Terms**"), which supplement the Adobe.com Terms of Use ("**General Terms**") located at www.adobe.com/go/terms and which are incorporated into these Additional Terms by this reference.

2.1 Subscription Plans and Marketplace Orders.

2.1.1 The Service features (a) free individual Subscription Plans; (b) fee-based (paid) individual, business, and enterprise Subscription Plans, and (c) Marketplace Orders that allow You to access Licensed Content for Use in Your Published Media. Some paid Subscription Plans also include a Trial period.

2.1.2 All Subscription Plan fees and Marketplace Orders are exclusive of all taxes, levies, or duties imposed by taxing authorities, which are Your responsibility, excluding only United States (federal or state) taxes.

2.2 Overages; Upgrading; Marketplace Orders.

2.2.1 Each Subscription Plan includes limitations on the volume of Usage. These limitations apply with respect to the Licensed Content and may also be listed in Your Account profile. If Your Use of the Licensed Content exceeds the limits designated for the Licensed Content or for Your particular Subscription Plan ("**Overage(s)**"), whether You are an individual, Reseller, or Typekit Enterprise Plan or Creative Cloud Enterprise subscriber, and regardless whether Overages occur intentionally or unintentionally, We reserve the right, in our sole discretion, to bill You at the address provided in Your Typekit Enterprise Plan or Creative Cloud Enterprise sales order, or Your Individual or Business Plan Account and to charge You or Your credit card immediately for the Overage, to upgrade Your Account to an alternate Subscription Plan appropriate to Your Usage levels, or to suspend Your access to the Licensed Content until Your Account, or the charges for the Overage, is paid in full. You agree to pay Us promptly upon request all amounts due on Your Account.

2.2.2 If You are subscribed to a free individual Subscription Plan, You understand that some Licensed Content accessible by You may migrate to a paid Subscription Plan at some point in the future. As a result, You may be required to upgrade or change Your Subscription Plan selection in order to continue receiving access to such Licensed Content.

2.2.3 If You upgrade from a free individual Subscription Plan to a paid Subscription Plan, or if You upgrade from one paid Subscription Plan (including during a paid Subscription Plan Trial period) to a more expensive paid Subscription Plan, then the term of any then-existing free Subscription Plan or paid Subscription Plan (including any Subscription Plan Trial period) will end at the time You upgrade, and the applicable fee for the new paid Subscription Plan will be charged to Your credit card immediately.

2.2.4 If You downgrade Your paid Subscription Plan, You acknowledge that doing so might result in the loss of certain features, or a decrease in the Usage capacity or Usage limits associated with Your Account. We do not accept any liability for such loss.

2.2.5 If You cancel Your paid Subscription Plan, You will automatically be assigned a free individual Subscription Plan. If You convert Your paid Subscription Plan to a free individual Subscription Plan and have also acquired Marketplace Fonts, You will continue to have access to the Marketplace Fonts.

2.2.6 Fees for the Marketplace Fonts are subject to change without notice.

3. Your Rights and Obligations; Limitations and Restrictions on Your Use of the Licensed Content.

3.1 Use of the Licensed Content by You. Depending on the Marketplace Order or Subscription Plan You select, the categories of Licensed Content available for Your Use may vary. Some Service features, functionality or categories of Licensed Content described in these Additional Terms may not be available with all Subscription Plans. Upon registration, access or Use of any portion of the Licensed Content, and in accordance with the particular Subscription Plan You select (and payment of Subscription Plan fees, if applicable), Adobe grants to You a nonexclusive, non-assignable, non-transferable, limited right and license to access and Use the Licensed Content in and in connection with the design and development of Published Media according to the permissions assigned to the Licensed Content on the Typekit website, and only for as long as You maintain an uninterrupted Subscription Plan, subject to the following:

3.1.1 Desktop Publishing. If Your Subscription Plan provides for Use of the Licensed Content for desktop publishing, then

(a) You may only Use Typekit Sync (including Licensed Content We permit to be downloaded, installed or otherwise made available to You through Typekit Sync) on the Permitted Number of Computers;

(b) Once installed to Your Computer, You may access the Licensed Content through Typekit Sync to select from among the available Typekit Sync Fonts You wish to synchronize to Your Computer for Use in desktop publishing;

(c) You may Use Typekit Sync Fonts that have been synchronized to Your Computer to design and develop Published Documents and You may embed copies of the Licensed Fonts into your Published Document for the purpose of printing, viewing, and editing the document. The font must be subset to include only the glyphs necessary for displaying the work, and the Published Document must obfuscate or protect its embedded font data from deliberate or inadvertent discovery or misuse. No other embedding rights are implied or permitted under this license.

3.1.2 Website Publishing. If Your Subscription Plan provides for Use of the Licensed Content for website publishing, then

(a) You may Use the Licensed Content to design and develop Your Published Websites or webpages (and must Use any Kit We require for such purposes) and You may reference or encode a link to selected Licensed Fonts within Your Published Website design so that when others view or interact with Your Published Websites, they will see Your content displayed with the Licensed Fonts as You intended; and

(b) You may only Use Licensed Fonts within Your Published Websites as described in this section 3.1.2.

3.2 Use of the Licensed Content by Publishers on Whose Behalf You Create Published Media. Publishers on whose behalf You create Published Media may continue to access and Use the Licensed Content You designed into that Published Media if each such Publisher subscribes to the Service or executes a separate agreement with Adobe for access to the Service. You agree to provide Your Publisher clients with a copy or notice of these Additional Terms (accessible at www.adobe.com/go/terms).

3.3 Reselling the Service.

3.3.1 If You are an Agency, You have a limited right to provide the Service only in connection with services You provide as an Agency to Your own customers or clients, however Adobe may place limits on the number of Published Media that may be registered with the Service by an Agency, or the scope of services provided to such Agency.

3.3.2 If You are a Reseller Platform, You agree that You will not Use any portion of the Licensed Content without express prior written permission from Adobe. If You are a Reseller Platform Using one of our free font services, then You need only give prior written notice to Adobe in the form of an email containing Your name and that of Your Reseller Platform, with the subject line, "Reseller Platform Notification" sent to: support@typekit.com.

3.3.3 Reseller Platforms will Use the Licensed Content as permitted by law, including without limitation, import or export of data or software laws, and data protection and privacy laws and rules applicable to personal or personally identifiable information.

3.4 Obligations, Limitations, Restrictions and Prohibited Uses of the Licensed Content.

3.4.1 Making copies of Documentation. You may make copies of the Documentation, but no more than the amount reasonably necessary for Your internal reference in connection with Your Use of the Licensed Content.

3.4.2 Continuing access to the Licensed Content. On-going access to the Licensed Content may require a recurring Internet connection to provision, activate, or synchronize the Licensed Content, or to authorize, renew or validate Your access to the Licensed Content. In some cases, a Licensed Font that You design into Published Media will be viewable by You and by third parties that access or view the Published Media only for as long as You maintain an uninterrupted subscription plan (including payment of all Subscription Plan fees, if applicable).

3.4.3 Included open source components. Portions of the Licensed Content may use or contain open source software components and software programs. Your Use of such Licensed Content will be additionally governed by the terms of any open source license specified in the copyright files or license notices accompanying the Licensed Content.

3.4.4 Preserve existing notices. The Licensed Content may be provided to You with certain proprietary notices, including patent, copyright, and trademark notices. You must preserve exactly as provided to You (and not remove or alter) all such proprietary notices displayed in or on the Licensed Content.

3.4.5 Prohibited Uses of the Licensed Content. Except as may be permitted pursuant to any open source license terms applicable to certain open source components that may be included in or distributed with the Licensed Content, You are expressly prohibited from:

- (a) Hosting the Licensed Content on Your own server or other self-hosting option or service, unless expressly permitted by Your Subscription Plan;
- (b) Including, bundling, embedding, or otherwise distributing any Licensed Content within Your Published Media, or sublicensing Your access to Use any part of the Licensed Content to any other person, except as described in section 3.1 of these Additional Terms;
- (c) Allowing external output of the Licensed Content from within Your Published Media, or distributing any portion of the Licensed Content on a standalone basis or in any way that would allow another person to Use the Licensed Content to author new content outside of Your Published Media;
- (d) Adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any Derivative Works of any portion of the Licensed Content;
- (e) Disassembling, decompiling, reverse engineering, or otherwise attempting to discover the source code of a Kit, the Service or Licensed Content, or defeat, bypass, or otherwise circumvent any software protection mechanisms in a Kit, the Service or Licensed Content, except to the extent applicable laws of the jurisdiction where You are located specifically prohibit such restrictions, in which case You must first request the information from Adobe and We may, in our discretion, either provide the information to You or impose reasonable conditions, including reasonable fees, on Your Use of the Software or Licensed Content to ensure that Adobe's and its Licensor's Intellectual Property Rights in the Licensed Content are protected;
- (f) Assigning, granting a security interest in or over, or otherwise transferring any part of Your rights to Use the Licensed Content;
- (g) Attempting to copy, move or remove Licensed Content from a Kit, or the locations or folders on Your Computer where We have installed such Licensed Content, or otherwise attempting to access or Use the Licensed Content other than by subscribing directly to the Service Using the means We provide for such purposes; and
- (h) Copying or distributing the Licensed Content (except as expressly permitted for Licensed Fonts embedded in certain types of Published Media according to section 3.1.1 of these Additional Terms) for Use in a service bureau arrangement, like with a commercial printing service provider.

3.4.6 Compliance with these Additional Terms. Upon reasonable notice, Adobe may request records relevant to Your compliance with these Additional Terms and You agree to provide such records to Adobe within thirty (30) days of receipt of our request.

3.5 Rights You Grant to Adobe for Customer Content You Make Available Through the Service. You may have occasion to provide Customer Content to Adobe for hosting through, Using, or in connection with, the Service, Licensed Content, or Published Media. While Adobe does not claim ownership of Your Customer Content, We need certain rights from You in order to respond to Your requests and to facilitate Use of the Service by You and others.

3.5.1 For Customer Content You provide to Adobe for hosting through the Service, You grant to Adobe a worldwide, nonexclusive, transferable, royalty-free, and fully paid up license to access, use, copy, edit, adapt, translate, reformat, reproduce, publish, transmit, distribute, publicly perform, and publicly display the Customer Content, including a nonexclusive, sublicenseable right and license to all Intellectual Property Rights in and to the Customer Content, and the designs embodied in them, to apply Adobe's proprietary outline hinting and smoothing customizations, programmatic encoding rules and instructions, obfuscation, segmentation and subsetting techniques, algorithms, and other processes, as well as all related resources and documentation (collectively, "Adobe Font Optimizations") necessary to modify and convert the Customer Content to multiple formats so that they may be used, reproduced, displayed, published, hosted and distributed by Adobe through the Service in connection with Published Media; and

3.5.2 You represent and warrant that You have not entered into any agreements or other arrangements that would prevent You from granting the rights granted in this section.

3.5.3 You will indemnify, defend and hold harmless Adobe and its officers, agents, employees and affiliates from and against any claims, demands or causes of action and any and all liabilities, costs, and expenses (including reasonable attorneys' fees) related to or arising from Customer Content You provide to Adobe to facilitate Your Use of the Service.

3.5.4 You retain rights to Customer Content You provide to Adobe for hosting on or through the Service. You acknowledge and agree that all Adobe Font Optimizations applied by Adobe to the Customer Content are owned by Adobe. For the avoidance of doubt, Adobe owns all Intellectual Property Rights that are embedded in the Adobe Font Optimizations, modifications, and other work done by Adobe to convert the Customer Content to multiple formats so that they may be distributed on and through the Service and Used in multiple environments.

4. Other Rights and Obligations.

4.1 Support. Technical support is provided only to paid Subscription Plan participants in accordance with the level of service subscribed. In connection with providing technical support, We may need to communicate with You or Your staff and request access to Your systems or networks. If You do not provide Us with such cooperation, it may limit the scope of support We can provide to You.

4.2 Termination.

4.2.1 You acknowledge and agree that Adobe obtains Licensed Fonts and Marketplace Fonts from content Licensors who own or have rights to license them. Your right and license to Use these fonts and to incorporate them into Published Media are dependent upon the continued enforceability of any agreements between Adobe and its content Licensors. If the relevant agreements between Adobe and its content Licensors terminate, You will still be able to use the fonts in Your Published media, unless Adobe provides you with notice of termination. We will endeavor to provide You with notice in a reasonable amount of time prior to any such termination.

4.2.2 We reserve the right at any time, with or without notice and for any reason, to temporarily or permanently limit, modify, suspend, or discontinue the Service or its prices (or any part thereof), Your access to the Service, any Licensed Content, or Service Interfaces. Adobe will not be liable to You or to any third party for any such limitation, modification, suspension, or discontinuation of the Service, Licensed Content, or Your access thereto.

4.2.3 We may suspend or terminate Your Account and right to Use the Service and/or Licensed Content if You violate these Additional Terms, fail to maintain a valid Account in good standing, or fail to pay any required Subscription Plan fees.

4.2.4 We, in our sole discretion, may temporarily or permanently suspend Your Account's access to Service Interfaces if Adobe determines instances of abuse, excessively frequent requests to the Service, or other excessive Usage via a Service Interfaces.

4.2.5 Any attempt to interfere with the operation of the Service or Licensed Content in any way may carry criminal penalties and be subject to investigation and prosecution.

4.3 Refunds. There will be no refunds for cancellation, downgrade, or other changes made to either pre-paid Subscription Plans or to Marketplace Orders.

4.4 Effect of Termination or Cancellation.

4.4.1 Upon termination of Your Account, whether by You, or by Us due to a breach by You of these Additional Terms, We will close Your Account without further notice.

4.4.2 Termination or cancellation of Your Account, or of Your Use or access to the Service, will result in the immediate deactivation or deletion of Your Account and the forfeiture and deletion of all content in Your Account, including Your entire Service configuration and website design data, and once deleted, this information cannot be recovered or retrieved.

4.4.3 If You have any questions regarding the Service or these Additional Terms, please see the Service support page located at <https://typekit.com/help>.

5. Business Plans.

If You are subscribed to the Service under a business Subscription Plan (defined at <https://typekit.com/plans>) and if the particular Service feature, functionality or category of Licensed Content described is available under Your Subscription Plan), then Your terms of use are in sections 1 through 4 above, and in this section 5, except if You enter into a separate business, enterprise, or font publishing and licensing agreement or similar instrument with Adobe, then the terms of that agreement and any related sales orders or other order forms will supersede these Additional Terms.

5.1 Service Level Agreement or SLA. The following terms and conditions apply separately to each business Subscription Plan:

5.1.1 Service Availability. "Service Availability" is defined as that time that the Service is capable of receiving, processing, and responding to requests (calculated as a percentage by dividing the number of minutes the Service is available during a given calendar month by the number of total minutes in the given calendar month) as measured on a monthly basis and excluding in all cases Adobe's scheduled maintenance of the Service and force majeure, defined as acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, denial of service attacks, and other malicious conduct, utility failures, or any other cause of Service unavailability that is beyond Adobe's reasonable control.

5.1.2 Service Availability Objective. Adobe will make reasonable efforts to ensure the Service is operational at least 99.9% of the time measured on a monthly basis.

5.1.3 Service Availability Guarantee. In the event the Adobe does not meet the Service availability objective described in section 5.1.2 in the given month, and provided You otherwise continue to meet Your obligations under these Additional Terms, then for each day in such month that the duration of the Service unavailability event exceeds four (4) continuous hours, You are entitled to receive a one (1) day Service credit, subject to the requirements of this section 5, applied to Your Account at the conclusion of the then-current Service subscription term.

(a) For the purposes of calculating the Service availability objective, Adobe will only consider the Service "unavailable" if You opened a trouble or issue ticket with the Service support team within three business days of the Service unavailability event.

(b) To obtain a credit for Adobe's failure to meet the Service availability objective, You must request such credit in writing no later than the calendar month following the month of the Service unavailability event giving rise to Your credit request.

(c) In the event of a conflict between the data in Your records and Adobe's records, the data in Adobe's records will prevail.

(d) The Service credit offered in this section is be Your sole and exclusive remedy for any failure of the Service or any failure of Adobe to meet the Service availability objective. Any unused Service credits will expire upon termination of the Service or Your Subscription Plan agreement.

(e) To report a Service unavailability event, outage or other problems, send a message to the email address for Service support that was provided with Your particular Subscription Plan, or send an email to: support@typekit.com. Your message should provide a description of the issue and specify the date and period of the outage or unavailability, and can include the url to the relevant website monitoring report, if available.

6. Typekit Enterprise Plans.

The terms of use for an enterprise plan are available as a separate document. The terms in the separate document supersede these Additional Terms. The Typekit Enterprise Plan Subscription Plans are separate and distinct from other enterprise plan

offerings, including any Creative Cloud Enterprise plan, which may be offered or made available to You under additional or different licensing and pricing terms.

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