

## **CREATIVE PUBLISHING SOLUTIONS: WEBSITE TERMS AND CONDITIONS OF USE**

Last updated January 1, 2011

Thank you for accessing this website. Please read these Terms and Conditions of Use carefully before using this site. This site is owned and operated by Creative Publishing Solutions Limited, a company registered in England and Wales (company number 02491267) whose registered office address is CPS House, St. James Place, Knapp Road, Cheltenham, Gloucestershire, GL50 3QR ("CPS"). CPS operates this site for the purpose of advertising goods and services to customers and potential customers and for processing on-line orders. CPS makes information, products and services available on a number of Websites (each individually, the "Site" and collectively, the "Sites"), subject to the following Terms and Conditions (the "Terms"). Our Websites include (but are not limited to) the following domains: [www.cpsnet.co.uk](http://www.cpsnet.co.uk), [www.fontshop.co.uk](http://www.fontshop.co.uk) and [www.webfonts.co.uk](http://www.webfonts.co.uk). These Terms apply to all Sites owned and operated by CPS.

Use of the words "you" and "your" shall mean you personally (as an independent individual) or you and such corporation or other legal entity on whose behalf you access any of the Sites. If you are using this Site on behalf of a corporation or other legal entity, you represent that you are authorised to accept these Terms on behalf of such corporation or other legal entity. As a corporation or other legal entity using this Site you agree to require each of your employees to be bound by the Terms and you agree to remain responsible and liable for all acts and omissions of your employees in connection with the Site, including any breach of the Terms.

CPS reserves the right to change the products, services, prices, and special offers mentioned in any of the Sites, at any time, at its sole discretion. Your continued use of the Site will indicate your acceptance of these changes and any changed Terms.

CPS reserves the right to seek all remedies available by law and in equity for any violation of the Terms. Any rights not expressly granted herein are reserved by CPS. CPS may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction at CPS's sole discretion.

Your use of this Site, and the purchase of products made available through this Site may be subject to additional terms and conditions. Such additional terms and conditions include, but are not limited to: End User License Agreements (EULAs), terms associated with on-line credit accounts provided by CPS, terms associated with any Promotions and our Privacy Policy (collectively, the "Additional Terms"). If there is any conflict between the Additional Terms and these Terms, the Additional Terms shall prevail with respect to the subject matter of such Additional Terms, in all other case these Terms shall prevail.

Any information submitted through this Site is governed by the CPS Privacy Policy which can be viewed on the Site.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE ANY CPS SITE. BY ACCESSING ANY CPS SITE YOU ARE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE TERMS.

### **1. Licence to use the Site**

CPS grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the materials the Site contains for your personal use only subject to full compliance with these Terms.

### **2. Eligibility and Minors**

You acknowledge that you are 16 years of age or older, and, if under the age of 18, are using this Site under the active supervision of a parent, legal guardian, or other responsible adult. Individuals who are under the age of majority in their jurisdiction are not allowed to use this Site or transmit or otherwise submit personal information to CPS – please refer to the CPS Privacy Policy for further details.

### **3. No Reliance, Errors and Omissions**

CPS endeavours to ensure that all material and information contained within this Site is correct and accurate. However, CPS cannot guarantee or give any warranty as to the accuracy, timeliness or completeness of such material and information. The Site, products available through the Site, documents, downloadable pdfs, materials, graphics and other information may contain inaccuracies, errors and omissions – CPS cannot be held responsible for any such errors or omissions. CPS has no responsibility for any content provided by third parties. CPS does not endorse, represent or guarantee the truthfulness, accuracy or reliability of any information provided by third parties and any reliance on such information will be entirely at your own risk.

#### **4. Proprietary Rights and Limitations of Use**

This Site and all materials and information made available through the Site including, but not limited to, font software, software, text, graphics, files, downloadable pdfs, logos and links (together "Content") are and shall remain the property of CPS, its subsidiaries, affiliates, licensors and suppliers and, where applicable, are protected by copyright, trademark, patent and/or other intellectual property rights and laws. You are welcome to access and view any part of the Site but you are not permitted to download, upload, copy, print, display, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell or distribute any Content from the Site, whether in whole or in part or create derivative works from the Site or any Content, in whole or in part, without the express prior written consent of CPS. Nothing contained on the Site should be construed as granting any license or right to use any trade names or trademarks without the express prior written consent of CPS. You or any third party instructed by you, shall not interfere or attempt to interfere with the operation of the Site in any way or by any means, including but not limited to hacking, spamming, reverse engineering, uploading computer viruses or uploading any other piece of malicious code.

#### **5. Cancellation**

Once a font software product or any other type of software product has been downloaded, the downloaded software product will be deemed to have been used and accepted as non-returnable and non-refundable. Please refer to CPS Business Terms & Conditions of Sale for further information.

#### **6. Links to Other Web Sites**

CPS Sites may contain links to other websites that are provided for your convenience or information. Links to and from any CPS Site does not constitute an endorsement by CPS. CPS has no control over these linked websites and is not responsible for their content, privacy policies, links, services provided, transmissions from or practices of such websites. You agree that your use of any linked third party websites or resources, including without limitation, your use of any content, service, data, products, advertising or other materials on or available through such websites is strictly at your own risk and subject to any applicable terms and conditions of use.

#### **7. Disclaimer of Warranties**

THIS SITE, AND ANY PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, AND ALL SUCH INFORMATION AND CONTENT ARE PROVIDED FOR YOUR USE, AT YOUR OWN RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER CPS OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR SUPPLIERS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES MAKE ANY WARRANTY OR REPRESENTATION ABOUT THE SITE, ANY PRODUCTS AND SERVICES CONTAINED ON THE SITE, THE SUITABILITY OF THE INFORMATION CONTAINED IN ANY MATERIALS OR CONTENT ON THE SITE OR THE ACCURACY, MEANINGFULNESS OR RELIABILITY OF ANY INFORMATION OR CONTENT PUBLISHED ON THE SITE. NEITHER CPS OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR SUPPLIERS WARRANT THAT THIS SITE, PRODUCTS, SERVICES, INFORMATION, CONTENT, DOCUMENTS, FUNCTIONS, MATERIALS, GRAPHICS OR ANY OTHER COMPONENT CONTAINED IN THE SITE, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT ANY SITE OR THE SERVER THAT HOSTS ANY SITE IS FREE OF VIRUSES OR OTHER MALICIOUS CODE. CPS AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS SITE, PRODUCTS, SERVICES, INFORMATION, CONTENT, DOCUMENTS, FUNCTIONS, GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

#### **8. Limitation of Liability**

YOU ACKNOWLEDGE THAT YOUR USE OF THIS SITE AND ITS CONTENT IS ENTIRELY AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THIS SITE, ITS CONTENT OR THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SITE. IN NO EVENT SHALL CPS AND/OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR SUPPLIERS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE (OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES) OR ANY PRODUCTS, SERVICES, INFORMATION, DOCUMENTS, MATERIALS OR OTHER CONTENT AVAILABLE THROUGH THE SITE, WHETHER IN AN ACTION OF EQUITY, CONTRACT, TORT (INCLUDING NEGLIGENCE) EVEN IF CPS HAD BEEN ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. CPS AND/OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE (WITHOUT LIMITATION) FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY SOFTWARE AND/OR OTHER CONTENT POSTED ON THE SITE BY CPS OR ANY THIRD PARTY. THE MAXIMUM LIABILITY OF CPS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CPS HAD BEEN ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES, SHALL BE AN AGGREGATE OF £100.

## **9. No Legal Advice Offered and Opinions Provided**

Nothing contained in this Site is intended to be used as legal advice or to form the basis for any legal representation. CPS is not a law firm and does not dispense or offer legal advice or services. Any advice, statements or recommendations contained in this Site or made by CPS are solely the opinions of CPS based upon our knowledge and experience or in the case of information provided by third parties, their views and opinions that CPS has opted to include and publish purely as an information resource. Any information provided on this Site is not guaranteed to be correct, complete or up-to-date. The law changes frequently and may be different from jurisdiction to jurisdiction and is subject to different interpretations by different courts. Legislation, policies, licence conditions and terms of use also change and are updated frequently.

## **10. Termination**

You understand and agree that CPS may, at its sole discretion, without notice to you, at any time and for any reason or no reason, terminate your access to this Site and discard any content or information contained on the Site. Upon any such termination, your right to use the Site will immediately cease. CPS may also, at its sole discretion, without notice to you, at any time and for any reason or no reason, discontinue services or restrict your access to the Site. You agree that CPS, its affiliates, licensors and suppliers, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, suppliers or licensees shall not be liable to you or any third party for any termination or restriction of your access to the Site.

## **11. General Provisions**

### **11.1 Governing Law**

The construction, validity and performance of these Terms (including any CPS policies or Additional Terms referred to herein) shall be governed and construed in all respects by the laws of England and Wales and the exclusive forum for settling any disputes arising under or in connection with these Terms (including any CPS policies or Additional Terms referred to herein) and/or the Site shall be the English and Welsh courts. The United Nations Convention on the International Sale of Goods is specifically excluded from these Terms.

### **11.2 Notices**

Notices to CPS under these Terms shall only be accepted if made in writing and sent by recorded delivery, registered post, courier or hand delivered to: Creative Publishing Solutions Limited, CPS House, St. James Place, Knapp Road, Cheltenham, Gloucestershire, GL50 3QR. Notices to you may be made via posting on the Site, by e-mail, or by regular mail, at CPS's discretion. The Site may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices.

### **11.3 No Waiver**

Any failure to enforce any rights or provision of these Terms or Additional Terms shall not constitute a waiver or forfeiture of such rights or terms or of any other right or provision hereof. No express or implied waiver by CPS shall be construed as a continuing waiver nor shall it prevent CPS from acting upon that or any subsequent breach or from enforcing any right, term or condition of these Terms or Additional Terms.

### **11.4 Severance**

If any provision of these Terms or Additional Terms is found to be unlawful or unenforceable in whole or in part by any competent authority, that provision or part provision shall be enforced to the maximum extent permissible and will be deemed severable from the remaining provisions of these Terms or Additional Terms and will not affect the validity or enforceability of any remaining provision or condition of use.

### **11.5 Entire Agreement**

These Terms, Additional Terms and conditions of use constitute the entire agreement between you and CPS with respect to this Site and supersede all previous or contemporaneous agreements made whether electronic, oral or written. CPS will not be responsible for failures to fulfil any obligations due to causes beyond its control.