Font Proofer Terms of Use

Definitions

- "Terms" & "Agreement": This written agreement between you and The Developer.
- "The Developer": Peter Nowell, the sole proprietor of "Font Proofer".
- "The Software": Any software application provided to you by The Developer, including all of its content, documentation, files, media, plugins, and installers, and also including related websites, systems, and infrastructure provided by The Developer.

General

- By downloading, using, possessing, or accessing a copy of The Software you are agreeing to be bound by these Terms, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws.
- These Terms are not dependent upon you having an active subscription.
- If you do not agree with any of these Terms, you are prohibited from using, possessing, or accessing a copy of The Software.
- The Software is protected by applicable copyright and trademark law.

Disclaimer

- The Software is provided on an "as is" and "as available" basis. The Developer makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, availability, security, title, backward compatibility, or non-infringement of intellectual property or other violation of rights.
- Nor does The Developer warrant or make any representations about the accuracy or reliability of the use of The Software on its website or via other

communications.

- You use The Software at your own risk. The Developer does not warrant that it will be error-free, performant, secure, available without interruption, or meet your needs and requirements.
- The Developer's goal is to maintain and improve The Software over time, and also to respond to inquiries and support requests. That is an intention—not a legally binding commitment. Any maintenance, updates, and support provided by The Developer are provided on an "as is" basis without any warranty—expressed or implied.

Limitations

- In no event shall The Developer, or its suppliers or service providers, be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use The Software, resources, website, or communication channels.

Ownership & Rights

- The Developer reserves all rights and ownership to The Software.
- The Developer claims no ownership, right, or responsibility to the content you input or output from The Software—including, but not limited to fonts, PDFs, .proof documents, or text strings. Your content remains yours.
- The Software may be used for personal or commercial purposes.
- You may not modify, copy, reverse engineer, inspect, disassemble, decompile, decrypt, reformat, redistribute, or create derivative works of The Software in any way.

Accounts & Access

- Every trial and subscription is associated with an individual user.
- Each user must have their own account. You agree that the information for any account you create (ex: name and email address) is complete, valid, accurate,

and up to date—and you agree to keep it that way for the duration of your trial or subscription.

- Each user may install The Software on one computer, and may use The Software on only one user account of that computer. Contact The Developer if you need to extend this access.
- You are responsible for protecting your account login credentials, and you are prohibited from sharing those with other people.
- The Software will periodically verify an account's access and subscription status. An internet connection is required. The Software may become temporarily disabled if it cannot verify account access within a 7-day period.

Subscriptions & License

- If you have an active subscription, The Developer grants you a non-exclusive, non-transferable, non-sub-licensable, limited, revocable license to use The Software in accordance with these Terms. The Developer reserves all rights not expressly granted to you.
- You may not use The Software without an active subscription—except to resume, renew, or start a subscription.
- The subscription fee stated in The Software, on the The Developer website, and in any other communications, does not include any taxes or similar governmental assessments. These "Taxes" may include sales tax, value-added tax (VAT), or use or withholding taxes. You are responsible for paying all Taxes associated with your subscription, except for those based on The Developer's net income.
- The Developer may offer a free trial subscription: a one-time, limited term for the sole purpose of testing and evaluating The Software.
- A trial is a type of subscription. Any guidelines, rules, restrictions, or Terms that apply to subscriptions also apply to trials.
- The Developer reserves the right to modify the terms of a trial and to cancel a trial at any time.

Cancellation

- You may cancel your subscription at any time—which means that it will not

automatically renew and you won't be billed again.
- If you cancel, your subscription remains active until the current subscription period has ended. You may use The Software until then.

Refunds

- The Developer offers a full refund for a monthly subscription within 5 days of payment, upon request. This 5-day grace period is intended to address accidental payments.

Privacy & Data Collection

- Privacy is a core value for The Developer, and The Software has been carefully built to preserve user privacy.
- The Software collects a very small amount of anonymous data related to usage, errors, and crashes. This helps The Developer identify and fix issues and improve The Software.
- The Developer treats individual data points (ex: a crash report) as confidential, and will not disclose them unless required by law or authoritative order. The Developer may disclose anonymous information about aggregate trends.
- Your content (including, but not limited to, fonts and documents) remains on your computer and is never shared with The Developer or stored on a server.
- Any information or content that you share willingly in communications with The Developer (ex: a support request) will be treated as confidential unless you explicitly say otherwise or you have already shared it publicly.

Termination

- Remember, you are not bound by this Agreement so long as you do not possess, access, or use any copy of The Software.
- This Agreement will be terminated if you violate any restriction herein, and may be terminated by The Developer at any time.
- In the event of termination:
  - Any active subscriptions and licenses will be immediately revoked.
  - You must destroy every copy of The Software in your possession, including archived or backup copies.

- You are prohibited from downloading, using, possessing, or accessing any copy of The Software.
- You acknowledge that the provisions of these Terms that are, by their nature, intended to survive termination will remain in effect after termination.

Governing Law

- To the extent permitted by applicable law, these Terms are governed by and construed in accordance with the laws of San Francisco, California and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Changes

- The Developer may revise these Terms at any time without notice. By possessing, accessing, or using The Software you are agreeing to be bound by the latest version of these Terms.
- No addition, amendment or modification of these Terms shall be effective unless it is in writing and signed by and on behalf of both parties.