End User Licence Agreement

QUICK SUMMARY

This universal license is very simple – it allows you to use the fonts for almost anything, gauged by the size and audience of your company.

Single license. You might be familiar with purchasing multiple licenses separately for Desktop, Web, Logo, and other uses. Our universal license covers all of them, so you do not need to worry about the scope.

License size. You need a license that covers 2 metrics – the size of your company (people) and the total audience (followers/subscribers across all platforms). For example, 1 person with 1M followers needs a license for 1M followers. If your metrics grow, you must upgrade your license (by paying the difference) within 1 year.

Who needs a license? The entity using the fonts for its operations, communications and activities needs a license – that is usually the client for whom the design is being made. Designers, print shops and other contractors working for the client do not need a separate license for that work.

Can I pay for my client's license? It does not matter who pays, as long as the correct information about both the licensee and the buyer is provided on checkout.

The legally binding EULA starts below. This section is provided for informational purposes only and does not have any legal effect.

Contacts: with any questions, custom licensing requests and other matters, feel free to reach out to us at: hi@contemporarytype.com.

END USER LICENSE AGREEMENT

AGREEMENT

This End User License Agreement ("Agreement") is between you, the individual or entity acquiring the right to use font software ("Fonts") under this Agreement ("Licensee") and Balland Typo-Cabinet ("Foundry"). If you acquire the right to use the Fonts for or on behalf of the Licensee, you must be authorized to do so by the Licensee, and you are referred to as "Buyer" (see further the "Buyer" section).

Before entering the Agreement, you must read and understand its terms. You agree to the terms of this Agreement by purchasing, downloading, accessing, installing, or otherwise using the Fonts. If you do not wish to enter into the Agreement, do not perform any of the actions described above.

Under this Agreement, the Foundry grants the Licensee a limited, non-exclusive, non-transferable, and perpetual worldwide right to use the Fonts in accordance with the terms specified herein ("license"). The exact Fonts and the license size are detailed in the invoice or order confirmation provided by the Foundry to the Licensee or the Buyer (as applicable) upon purchase.

Any use of the Fonts, including imagery made using the Fonts, requires purchasing a license of an appropriate size from the Foundry, unless the use is covered by the Demo license or otherwise restricted.

This Agreement supersedes all prior agreements and proposals related to its subject matter between the Licensee and the Foundry.

LICENSEE

The Licensee is the individual or entity that uses the Fonts or any imagery created with the Fonts for their purposes, such as branding, communications, website, social media content, video, products, art, objects, projects or other uses, whether personal or commercial.

A license granted under this Agreement is non-transferable. Each entity, regardless of its relationship to the Licensee (subsidiaries, partnerships, parent companies, and alike), must obtain its own license and enter into a separate Agreement. Licensee's designers, web developers, print shops and other thirdparty contractors are not required to obtain additional licenses to use the Fonts for performing work for the Licensee. However, the Licensee is responsible for ensuring that such contractors use the Fonts in strict compliance with the terms of the Licensee's license.

The Licensee is legally liable for all consequences related to the use or handling of the obtained Fonts, including any breach of this Agreement, misuse, loss, damage or harm to the Foundry or other parties caused by the Licensee, its employees or any third parties who access the Fonts through the Licensee. It is the Licensee's responsibility to keep the Font files private and secure.

While this Agreement is in effect and for 3 years after its termination, the Licensee must keep the record of the corresponding purchase and provide its details upon the Foundry's request.

BUYER

The Buyer is a third party that purchases a license for the Licensee on the Licensee's behalf. The Buyer must be authorized to do so by the Licensee and must ensure that the Licensee is aware of and agrees with the terms of this Agreement. By making the payment, the Buyer warrants and represents they are duly authorized to enter into the Agreement of behalf of the Licensee. If the Buyer fails to provide satisfactory proof of authorization upon Foundry's request, the Buyer will be deemed the Licensee and will be responsible for complying with this Agreement.

Upon purchase, the Buyer must provide the Foundry with accurate and up-to-date information about both the Licensee (such as the legal name, address, email and website/social media link) and the Buyer (such as the legal name, email and billing details), either through the checkout form on the Foundry's website or via email.

LICENSE SIZE

The license size and price depend on two metrics:

- The number of the Licensee's employees and regular staff;
- The Licensee's audience, which is the total number of followers and subscribers across all used platforms, including social media, TV, radio, apps, newsletters, and other relevant channels.

The Licensee must obtain a license that covers both metrics. For example, if the Licensee is 1 person with 1 million total followers, they need a license covering 1 million followers. Upon purchase, the license size and other details are recorded by both the Licensee and the Foundry, either through the Foundry's website, invoice or other means.

The Licensee must upgrade the license by paying the difference within 1 year after exceeding the purchased license by either metric. License downgrades are not permitted.
If the Licensee fails to comply with the terms of the applicable license, the Foundry reserves the right to charge the Licensee for the correct license at the prevailing rate, covering the entire period of unauthorized use.

DEMO LICENSE

Under the Demo license, you may use the limited Demo Font files free of charge for the following purposes, provided you comply with all other terms of this Agreement:

- Testing the Fonts privately;
- During an internal design process or client presentation, until the design is public or in use;
- Personal, student, and other non-commercial projects shared to up to 30,000 followers.

PERMITTED USE

The Licensee may use the Fonts for any legal purpose, provided they comply with the terms of this Agreement, including its "Use conditions" section.

This license is not limited by time or geography and covers all media types, including Desktop, Web, App, Logo, Social Media, etc.

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USE CONDITIONS

No modifications. You are not allowed to modify the Font files, copy any of their parts into another font file, convert, subset, re-export, reverse-engineer, or otherwise create new or derivative fonts based on the Font files. You may only use the Fonts as is, or contact the Foundry if customization is needed. Nevertheless, you may modify graphics produced with the Fonts if they are no longer in a typeable font format, such as logotypes, posters, animations, and other graphics.

No redistribution. You may only use the Fonts within your company. Redistribution of the Font files to the public or third parties is not allowed. This includes, but is not limited to reselling, including under a subscription, embedding within open-source software/projects or making the Fonts available for download or access by any third parties.

Nevertheless, you may share the Fonts with third parties working for you within the scope of your purchased license, such as designers, web developers, print shops, and alike, as outlined in the "Licensee" section of this Agreement.

No embedding. You may embed the Fonts into websites only in WOFF2 or WOFF formats and only using the CSS @font-face technique. Other embedding methods are not allowed.

No embedding into editors. It is not allowed to embed the Fonts into graphic and text editors, website builders, or similar software or services, which allow users to type texts or to create customizable layouts or graphics using the Fonts. Comments, messages, and similar texts which users can type, but which do not focus on layout customization or document export, are not deemed an "editor" for this purpose.

No AI. It is not allowed to use the Fonts, their visual representation, or any of their parts to train artificial intelligence, in machine learning, and similar technologies or techniques.

No alphabet-based products. It is not allowed to use the Fonts to create alphabet-based products such as stickers, stencils, house numbers, NFTs, letter blocks, punches and alike.

No illegal use. It is not allowed to use the Fonts for any illegal purposes. If your activity or content is deemed illegal by any applicable laws or governments, or if we cannot sell you the Fonts due to sanctions, you may not acquire and/or use the Fonts for such purposes.

WARRANTIES

No refunds. Due to the digital nature of the Fonts, the Foundry does not offer refunds. All sales are final.

No guarantee. Each Font is sold as is. The Foundry does not guarantee readability, legibility, completeness, or technical correctness of the Fonts. The Foundry disclaims any liability for any damage or loss caused by your purchase, download, installation, or any other use of the Fonts. If the Foundry, nonetheless, is found liable under mandatory law, its liability shall not exceed the lowest of the price of the corresponding license purchased by the Licensee, or 500 USD. These limitations and exclusion of liability apply to the fullest extent permitted by law.

Support. The Foundry endeavors to keep the Fonts to high technical standards. It may, in good faith, provide customer support and fix issues if it deems it reasonable and possible. Note that some errors may come from your software and hardware, not from the Fonts themselves.

COPYRIGHT

The Fonts, including their design and software, are copyrighted and remain the intellectual property of their authors, the Foundry or its collaborators. The Fonts are protected by trademark and copyright laws and regulations, nationally and internationally.

This Agreement does not alter ownership or transfer copyright in the Fonts to you or any third party. Any rights not explicitly granted herein are reserved.

FONTS IN USE

Upon the Licensee's public use of the Fonts, the Licensee hereby grants the Foundry the right to showcase this usage on the Foundry's website, social media, or other platforms as an example of "fonts in use". If the Licensee believes such a showcase may cause loss, damage, or violate any rights, agreements, or laws, they must inform the Foundry in advance. The Licensee may also request the removal of such content after publication if any concerns arise. To the fullest extent permitted by law, the Foundry shall not be liable for any loss or damage resulting from the publication unless the Licensee expressly requested its removal in writing and the Foundry failed to act on that request within a reasonable timeframe.

BREACH OF THE AGREEMENT

If you become aware of any breach of this Agreement by you or by any third party acting through you, you must remedy (correct) the breach within 14 days. Failure to do so will result in the termination of this Agreement and your potential legal liability.

Any unauthorized access to or use of the Fonts by the Licensee or any third party acting through it constitutes a breach of this Agreement.

In the event of a breach of this Agreement, the Licensee agrees to pay the Foundry liquidated damages amounting to 50% of the price of the required license for the use of the Fonts, but not less than 500 USD.

This amount is a reasonable pre-estimate of the potential damages the Foundry may suffer as a result of such breach. The Licensee is responsible for all costs arising from any dispute or breach of this Agreement and must promptly reimburse the Foundry for all such costs and related expenses.

TERMINATION

You may terminate this Agreement at any time by ceasing all use of the Fonts and permanently deleting them from all devices under your control, including those of your employees and any third parties who have accessed the Fonts through you.

The Foundry may terminate this Agreement if you or any third party acting through you is in breach of its terms. The Foundry may terminate this Agreement immediately and without prior notice if required by law or a governmental authority.

After this Agreement is terminated, you may no longer use the Fonts and must remove them from all devices under your control, including those of your employees and any third parties who have accessed the Fonts through you.

LEGAL PROVISIONS

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Governing law and jurisdiction. This Agreement is governed by the law of Switzerland, and any disputes or legal proceedings will be exclusively resolved in the courts of Switzerland.