01. Recitals

This is an agreement between the customer (hereinafter also "license owner"), the designer, and Formula Type di Piero di Biase (hereinafter "Formula Type"). By purchasing, downloading, installing, using, or otherwise handling Formula Type's digital font software (hereinafter "Fonts"), both the purchaser and the license owner accept this agreement and acknowledge that they understand and abide by its terms. If you are not the end user, but act as a payment intermediary or purchaser of the Fonts on behalf of the end user, it is your responsibility that the end user accepts and complies with this exact EULA. The acquisition of a license grants you the right to use the specified fonts as part of the content designed, produced, and published by you, on certain types of media. By obtaining a license, you do not acquire the copyright to the design or any other part of the fonts, except for the non-exclusive, non-transferable right to use the fonts for the use cases specified in this agreement, according to the specifications provided by Formula Type. All other use cases other than those specified require an additional license.

02. Definitions

a. Typeface is the collective name for a family of related characters;
b. License is the right to use Typeface under the rules of this EULA;
c. Fonts are the digital files organized into weights, widths, and styles that together constitute a typeface;
d. Designer is the entity that may purchase in the name and on behalf of the client and that physically uses the Typeface. The entity that commissions work from the designer, in which the typeface is used, is the client. The client pays for and owns the license under the terms stated in this contact. Client and designer may coincide in the event that the designer is also the end user of the Typeface;
e. The license governed by this contract is permission to use a Typeface on a particular type of media;
f. Student is an individual enrolled in a secondary school, college, or university;
g. Company size is the total number of personnel working for the client's organization or, in the case where the client and designer coincide, the company size is parameterized by the designer's employees.

03. License owners and designers

A designer may not purchase a typeface license on behalf of one client and use it for another. Different entities that commission a designer must have their own, separate typeface licenses according to their brand-specific use cases. As the license owner, your typeface license covers your company. The licensed Typeface must only be used within the organization of the license owner. This agreement understands designers (graphic designers) to be the professional parties who are required to physically use the fonts. Consequently, the Typeface can be used by different designers simultaneously without buying an Add-One. If the licensee stops using third parties or other independent or temporary freelancers to continue with other subjects, an Add-One is not necessary. The license for the fonts must be owned and also paid for by the entity for which the fonts are used. With this understanding, a Designer may be the facilitator, purchaser, or user of a font license. A Designer may purchase a typeface license on behalf of a customer, but the customer is the owner of that license. As stated in the introduction, Customer, by means of the mechanism of entering into an agreement by concluding facts (as required by Italian law) accepts and complies with this EULA.

04. Updating licenses

The "limited licenses" must be updated when your metrics (the size of your company) increase. Failure to do so may result in termination of this agreement and damages for unjust enrichment. You can add licenses or update the metrics of previously purchased licenses at any time by writing to info@formulatype.com

05. Licensing

Our licenses are "All in one", this means that each license include use for print, websites, social, mobile apps, e-publications, broadcasting, videos and films. Fonts are provided in OTF (OpenType CFF), WOFF and WOFF2 formats. You may only serve the fonts on websites using the CSS @font-face rule and in the WOFF and WOFF2 formats. Use of the fonts in OTF format on the web is not permitted.

06. Trial license

Trial versions are for testing purposes only and cannot be used for final unlicensed design work. Trial fonts can be installed on an unlimited number of workstations for an unlimited time. Test fonts cannot be modified. The character set supports all languages included in the original version, and is supplemented by numbers, punctuation, and basic symbols.

07. Licenses for student use

Students can get a license at a reduced price. The license is strictly limited to non-commercial work. Feel free to write to us at info@formulatype.com specifying your position as a student, the typeface you are interested in and the project for which you intend to use it. If your request is considered relevant, you will receive instructions on how to proceed with your purchase.

08. Pricing

Since larger organisations can extract more value from the same fonts, the price is based on the company size. The only number you need to know is how many employees, in total, work for the licensee. This way, there's no need to predict how many people will be installing the fonts or track the website's traffic over time. Plus, we don't charge extras for using fonts on the web or other media. Our fees are one-time fees. The fonts are priced based solely on the company size of the font's license owner, not on the number of people working with the font files. You are required to upgrade your license only if the company significantly changes its size and the use of the fonts increases beyond the agreed uses. Prices do not include Value Added Tax (22%). We do not charge VAT if your company owns a registered VAT number or a company number. If you are an individual or a student, and do not have a VAT number nor a company number, please contact us by email. All prices listed are in Euro.

09. Payment and license validation

By accepting the contract and purchasing the Typeface the customer can be obliged to deliver to Formula Type a truthful documentation that can demonstrate how and to what extent the Fonts are used also in order to evaluate and confirm the purpose of the Licenses. Delivery of incomplete or falsified documents may be cause for termination of the contract and initiation of actions for damages. Font licenses are only valid after Formula Type has received the full agreed upon price.

| 10. | Limitations General permissions | Fonts created by Formula Type, including custom or bespoke typefaces, and all constituents thereof may not be modified, regenerated, or reformatted in any way. All rights, including but not limited to copyrights and trademarks, remain with Formula Type. Intellectual property and authorship of custom or bespoke typefaces remains with Formula Type. Fonts created by Formula Type, including custom or bespoke fonts, and all components thereof shall not be resold, loaned, leased, distributed, or exchanged in any way to any third party. Any expansion or derivatives of Fonts created by Formula Type must be made or authorized by Formula Type. In the event of closure or merger of business entities, or any other discontinuance of the original use of the Fonts by the licensee, neither the Fonts themselves nor the license to use the Fonts may be transferred. For marketing or general communication purposes, Formula Type shall have the right to use the license owner's name, trademarks, videos, and images around the use of the Fonts once made public by the license owner free of charge and without any limitations. The provided Fonts may only be used and stored offline and must not be uploaded to online storage platforms or cloud-hosted web services. Any use of the Fonts in political or religious contexts requires express written consent from Formula Type. |

| 11. | Warranty Liability | Formula Type warrants its fonts to be free of defects for 15 days after purchase. Claims must include receipt and documentation of the defect. Refunds are only granted when software defects cannot be resolved by Formula Type. Any refund immediately terminates the customer's right to use the Fonts. Any use of Formula Type that may result in damage, death, injury, or property or environmental damage is not permitted. In no event shall Formula Type be liable for any loss or damage caused by the use of their Fonts, including loss of profits, loss of data, loss of business opportunity, or loss of savings. To the extent permitted by law, any implied warranty is limited to 15 days. The customer agrees that the Fonts created by Formula Type, their design, structure, organization, coding, and all copies thereof, are the property and intellectual value of Formula Type and protected by Italian law, the copyright and trademark laws of other countries, and international treaties. The fonts are not guaranteed to work on all computer operating systems. Formula Type is not responsible for operating system errors or defects. |

| 12. | Termination | Any breach of this agreement immediately terminates the License and any right to use it. If Customer or Designer violates this Agreement, a penalty of €20,000 will be imposed on them in accordance with Article 1382 of the Italian Civil Code. In case of termination, all Fonts and backup copies must be deleted; this act must be proved and documented at Formula Type's simple request. Formula Type may withdraw font licenses from a license owner in case the license owner uses the fonts to spread hate, racism, or any other form of discrimination. The license fee will not be refunded in this case. |

| 13. | Confidentiality | Client and Designer are obliged to take all measures to prevent unauthorized access to the Fonts and their copies. If the client or designer grants their employees, contractors, or representatives access to the Font, they are required to inform them of the contents of this EULA. |

| 14. | Final provisions | This EULA represents the entire agreement between the parties. All rights not expressly granted in this Agreement are reserved by Formula Type. This EULA may not be modified without the written permission of Formula Type. For any modification of this agreement at the request of Client or Designer, Formula Type will charge Client a flat fee of €4,000 minimum to cover additional legal work and expenses. Any breach or dispute arising out of this agreement shall entitle Formula Type to charge Customer or Designer for all costs incurred by Formula Type (including but not limited to: costs to investigate or ascertain the breach, and costs to enforce the license and/or finalize an agreement, including reasonable investigator and attorney fees). All disputes arising out of this Agreement shall be subject exclusively to the laws of ITALY. The rights and obligations under this agreement are based on Italian law, excluding its conflict of law provisions or the conflict of law provisions of any other jurisdiction. The customer and the designer expressly consent to the jurisdiction of the Italian courts for any dispute arising from this contract, even if the breach of contractual rights occurs in a foreign country. Any dispute arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of UDINE in Italy. The invalidity or inoperability of one or more provisions of this contract shall not affect the validity of the rest of the contract and the remaining provisions shall remain unaffected. An invalid provision shall be replaced by a provision permitted by law and which approximates the invalid provision and the economic interests intended by the parties. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods. |