

End User License Agreement (EULA) | Domicile Foundry

This is an End User License Agreement (hereinafter "Agreement" or "EULA") between you (hereinafter the "Licensee" or "you"), and Domicile Foundry Oy (hereinafter "Domicile Foundry" or the "Foundry"). The Licensee is defined during checkout and shows in receipt, even if a Subcontractor makes the purchase.

By downloading, installing and using this licensed font software (hereinafter the "Fonts") by Domicile Foundry, you are agreeing to the terms of this Agreement.

Upon payment in full of the license fee, the Licensee is granted a non-exclusive, non-transferable, non-refundable, terminable license to install and use the Fonts as specified in this Agreement. Contact the Foundry for a custom license for use out of the scope of this Agreement.

DEFINITIONS

Licensee

A company, organization, individual or any other kind of legal entity for which the Fonts are being used is considered a Licensee and needs to hold a License reflecting the Size of Entity in question.

Size of Entity

The only metric defining the cost of the License is the amount of employees the whole Licensee entity has at the time of purchase. The License fee is fully perpetual, no upgrading of License is required in case the employee amount increases over time. In case the required employee amount exceeds the available license sizes at our web-shop, contact the Foundry for a quote.

Subcontractor

Any third party using the licensed Fonts on behalf of the Licensee is considered a Subcontractor. This can be (but not limited to) an outside advertising agency (not part of the Licensee entity), a commercial printer or a freelance designer. Subcontractors do not need a license of their own as long as they are using the licensed Fonts on behalf of the Licensee. A Subcontractor also needs to agree to the terms of this Agreement. A Subcontractor is not permitted to use the Fonts for work beyond the Licensee without an additional license.

PERMITTED USE OF THE FONTS

The Licensee is permitted to install the Fonts on any number of devices under its control and use the Fonts for such purposes (but not limited to)

as books, magazines, posters, advertising, packaging, social media posts, newsletters, signage, logos and other static design elements.

The Licensee is permitted to serve the webfont version of the Fonts (.woff and .woff2 file extension) on any number of websites under its control by using CSS @font-face selector without any limitations to the amount of web traffic.

The Licensee is permitted to embed the Fonts into applications, games, e-books and pdf-documents without any limitations to the amount of installations or downloads. When embedding the Fonts the Licensee needs to take reasonable measures to ensure that the Fonts cannot be extracted and used by anyone beyond the Licensee entity or its Subcontractors.

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The Licensee is not allowed to reproduce, sell, license, lend, give away or otherwise distribute the Fonts beyond itself or its Subcontractors in any form. The Licensee is not allowed to modify, adapt, convert, translate, reverse engineer, decompile, disassemble, alter, or create derivative works of the Fonts. For font customization contact the Foundry.

The Licensee is not allowed to use the Fonts for religious or political content without a prior written consent from the Foundry. The Licensee is not allowed to use the Fonts for any hateful or discriminatory content. The Licensee is not allowed to use the Fonts to create Non-Fungible Tokens (NFTs).

SPECIAL LICENSES

Embedding the Fonts into software or hardware products that can be used to edit and output text requires an Original Equipment Manufacturer (OEM) license. This includes (but is not limited to) user interfaces for electronic appliances, operating systems, web applications and stand-alone desktop and mobile applications. Contact the Foundry for details.

Producing and distributing alphabet products, such as (but not limited to) house numbers, rub-

on letters, adhesive alphabet letters, toy blocks or any kind of products where the Fonts are the primary design element requires a custom license. Contact the Foundry for details.

LIMITED WARRANTY AND LIABILITY

The Licensee entity acknowledges that the Fonts are provided "as is" and are a work-in-progress and there may be bugs and/or flaws in the Fonts. The Foundry will do its best to communicate its current state at the time of sale, but is not required to fix or address any bugs or flaws in the Fonts.

The Foundry makes no warranties expressed or implied as to merchantability, fitness for a particular purpose, or otherwise. Without limiting the aforementioned, the Foundry shall in no event be liable to the Licensee entity or its Subcontractors for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, and loss of business information, arising out of the use or inability to use the Fonts. The Foundry makes no warranties on the compability of the Fonts with other software the Licensee may use. All implied warranties of merchantability or fitness for any particular purpose are specifically excluded and disclaimed.

To the greatest extent permitted by applicable law, any implied warranties or exclusions not effectively excluded by this Agreement are limited to thirty (30) days starting from the moment of the Licensee receiving the Fonts. If given notice during this period the Foundry shall remedy the issue by either repairing or replacing the Fonts or reimbursing the full license fee to the Licensee within a reasonable amount of time. The choice of remedy is at the sole discretion of the Foundry. The Foundry reserves the right to decline to license the Fonts distributed by the Foundry to any party if it so chooses.

UPDATES TO FONT SOFTWARE

The Foundry agrees to provide the Licensee with free updates as the development of the Fonts progresses. The Foundry may discontinue work on Fonts at any time, for any reason. This Agreement is bound to the Fonts being distributed on the website www.futurefonts.xyz.

FREE TEST FONTS

You are allowed to use the Free test fonts for the purpose of internal evaluation. This includes such use as (but not limited to) pitching to clients, mockups and visual composition tests.

A commercial license must be obtained if these limitations are exceeded.

Students who are currently enrolled in an educational institution are permitted to use the Free test fonts for their non-commercial academic work. The Free test fonts are distinguished from the commercial fonts with the word "Test" in the font family name, for example "Beltram Test".

UPDATES TO THE AGREEMENT

The Foundry preserves the right to update or modify this Agreement at any time at its sole discretion. The updates or modifications will not be retroactive, and the most current version of the terms that you have agreed to will govern.

TERMINATION

The license to use the Fonts granted herein is effective until terminated. This Agreement shall automatically terminate upon failure by the Licensee to comply with its terms. Upon termination, the Licensee must destroy the original and any copies of the Fonts. If any provisions of this Agreement is found void and unenforceable, it will not affect the validity of any other provisions in the Agreement, which shall remain valid and enforceable according to its terms.

OWNERSHIP AND COPYRIGHT

The Licensee agrees that the Fonts are owned by the Foundry or its designer as implied on the Foundry's website, and that its structure, organisation and code are valuable intellectual property information of the aforementioned parties. No transfer of ownership will occur under this Agreement.

The Licensee acknowledges that the Fonts are protected by the laws of Finland, by the copyright and design laws of other nations, and by international treaties. This Agreement does not give the Licensee the copyright to the design of the Fonts, but solely the right to use the Fonts according to the terms of this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws in force in Finland and any disputes that may rise will be handled by the District Court of Helsinki.