



# Mass-Driver Trial Font License

## 1 Introduction

- 1.1 This End User License Agreement (the "Agreement") is a contract between Mass-Driver B.V. (the "Foundry") and you, the Licensee (the entity or organisation on whose behalf the Fonts are used, and whose name is specified during the checkout or sale process).
- 1.2 By purchasing, downloading, installing or otherwise using the Fonts (computer software containing representations of typeface designs), you are agreeing to the terms of this Agreement.
- 1.3 Upon receipt of full payment of all applicable license fees, the Foundry grants you the limited, non-exclusive, non-transferrable right to use the Fonts in accordance with the terms of this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by the Foundry.

## 2 Trial License

- 2.1 A Trial Font license permits you to use Trial versions of the Fonts ("Trial Fonts") for preview and evaluation purposes. Trial Fonts are Fonts with the suffix 'Trial' included in the filename and/or font data, and are available only in OTF (OpenType CFF) format.
- 2.2 You may install Trial Fonts on any of your devices.
- 2.3 You are permitted to use Trial Fonts for testing, evaluation, and non-commercial educational purposes.
- 2.4 You are permitted to use Trial Fonts to produce pitches, mockups, sketches and previsualisations for commercial clients.
- 2.5 You must not use Trial Fonts in websites, mobile applications, or other software products which are made accessible to the public.

## 3 General Restrictions

- 3.1 You must take all reasonable precautions to ensure the Fonts are not accessible to unlicensed third parties or to the general public. The Fonts must not be uploaded onto online storage platforms (such as GitHub or Amazon S3) where they would be accessible to unlicensed third parties.
- 3.2 You are not permitted to:
  - a. Decompile, modify, reverse-engineer, reformat, alter, edit, or create derivative works of the Fonts or engage any third party to do so without prior written permission from the Foundry;
  - b. Distribute (share, rent, lend, gift, sell, sublicense, etc.) the Fonts or any copy thereof to any unlicensed third party;
  - c. Use the Fonts, or typeface designs embodied in them, directly or indirectly to train, develop or enhance any artificial intelligence (AI) system, machine learning model or algorithm, including but not limited to text or image generation models;
  - d. Use the Fonts in any application in which an unlicensed third party could use them to customise their own designs or to create static documents or images (e.g. an online design application, iron-on lettering product, or print-on-demand service);
  - e. Use the Fonts in any violent, hateful or discriminatory context.
- 3.3 You must obtain written permission from the Foundry before:
  - a. Using the Fonts in any explicitly political or religious context;
  - b. Using the Fonts for purposes related to cryptocurrency, the sale of Non-Fungible Tokens (NFTs), or blockchain technologies;
  - c. Transferring this Agreement or any of your rights hereunder to any third party or successor of the Licensee.
- 3.4 You must include a copy of this Agreement any time you share the Fonts with another licensed user or Subcontractor.

## 4 Term

- 4.1 This Agreement is effective in perpetuity, except that if you breach any of its terms, the Foundry reserves the right to charge you the cost of a license covering your actual usage of the Fonts, on a per-infringement basis and without discounts, and/or terminate the license.

## 5 Warranty

- 5.1 The Foundry makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise.
- 5.2 If you encounter an issue or problem with the Fonts, the Foundry will make a good faith effort to provide a fix or replacement within 30 days of being notified. If the issue cannot be reasonably remedied, the Foundry may at their discretion offer to refund you, at which point this Agreement will immediately terminate.
- 5.3 The Foundry shall in no event be liable to you or any other third party for any direct, indirect, consequential or incidental damages arising out of the use or inability to use the Fonts, even if notified in advance.
- 5.4 Under no circumstances shall the Foundry's liability exceed the cost of the license you purchased. You agree to indemnify and hold the Foundry harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

## 6 Legal

- 6.1 This Agreement is subject to and governed by the laws of The Netherlands. This Agreement constitutes the entire Agreement between the Foundry and you, and supersedes any prior discussions or negotiations, whether verbal or in writing.
- 6.2 No amendment, modification or waiver will be valid or enforceable unless materialised in an agreement signed by the Foundry.
- 6.3 If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. The Foundry's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later.
- 6.4 The headings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.

Thank you for taking the time to read this document. If you have any questions or enquiries, please contact [licensing@mass-driver.com](mailto:licensing@mass-driver.com)