

Introduction

This End User License Agreement (the "Agreement") is a contract between Mass-Driver 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).

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.

Upon receipt of full payment of all applicable license fees, Mass-Driver 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 Mass-Driver.

Commercial License

Definitions

"Licensee Size" is the number of people, including part-time and full-time employees and temporary staff, working for the Licensee.

"Designer" is any entity (such as a design agency or studio, individual designer, or other service bureau) that provides services to the Licensee involving use of the Fonts.

"Subcontractor" is any third party using the Fonts on behalf of the Licensee. Unless the Designer and Licensee are the same entity (i.e. the Designer is creating work for their own organisation), the Designer is a Subcontractor of the Licensee.

License Scope

A Commercial license permits you to use the Fonts within your organisation. The Fonts are provided in OTF (OpenType CFF), WOFF and WOFF2 formats. Alternative formats might be provided upon request, at the discretion of Mass-Driver.

Except as otherwise specified by this Agreement, you may install the Fonts on any number of devices within your organisation; use the Fonts on any number of websites owned and controlled by your organisation; and/or embed the Fonts in static documents (such as PDFs), in eBooks, digital products, installable applications, and other media produced by your organisation.

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.

The cost of a Commercial license is determined based on the Licensee Size. A Commercial license remains valid if the Licensee Size increases, provided the Licensee Size was correctly stated at the time of purchase.

Subcontractors

A Commercial license permits any number of Subcontractors to use the Fonts, in accordance with this Agreement, on behalf of the Licensee. You are permitted to send copies of the Fonts to Subcontractors for this purpose. You must ensure that any Subcontractor has read and agreed to the terms of this Agreement before receiving the Fonts.

If a Subcontractor stops working for the Licensee, they must destroy all copies of the Fonts in their possession. At no time is any Subcontractor permitted to use the Fonts on behalf of themselves or any party other than the Licensee.

Unless a specific exception is granted by Mass-Driver, a Subcontractor must not be a subsidiary, parent organisation, or other affiliate of the Licensee.

Purchase by Designer

A Designer can purchase a Commercial license on behalf of the Licensee (their client), provided that: the Licensee and Licensee Size are correctly specified during the checkout process; the Licensee has read and agreed to the terms of this Agreement; and the Licensee has expressly permitted the Designer to complete the purchase on their behalf.

The Designer is not permitted to quote or invoice the Licensee for any price other than the amount they actually paid for the license.

Trial License

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.

You may install Trial Fonts on any number of devices within your organisation.

You are permitted to use Trial Fonts for testing, evaluation, and non-commercial educational purposes. This includes student work, provided it is not monetised or performed on behalf of a third party (such as a live brief for a commercial client). You must not use Trial Fonts in websites, mobile applications, or other software products which are made accessible to the public.

General Restrictions

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.

You are not permitted to:

- 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 Mass-Driver;
- Distribute (share, rent, lend, gift, sell, sublicense, etc.) the Fonts or any copy thereof to any unlicensed third party;
- Transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of Mass-Driver;
- Use the Fonts in any explicitly political or religious context, or any context relating to cryptocurrency or the sale of Non-Fungible Tokens (NFTs), without the prior written consent of Mass-Driver;
- Use the Fonts in any violent, hateful or discriminatory context;
- 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).

Term

This Agreement is effective in perpetuity, except that if you breach any of its terms, Mass-Driver 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.

Warranty

Mass-Driver makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise.

If you encounter an issue or problem with the Fonts, Mass-Driver 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, Mass-Driver may at their discretion offer to refund you, at which point this Agreement will immediately terminate.

Mass-Driver 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.

Under no circumstances shall Mass-Driver's liability exceed the cost of the license you purchased. You agree to indemnify and hold Mass-Driver harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

Legal

This Agreement is subject to and governed by the laws of The Netherlands. This Agreement constitutes the entire Agreement between Mass-Driver and you, and supersedes any prior discussions or negotiations, whether verbal or in writing.

No amendment, modification or waiver will be valid or enforceable unless materialised in an agreement signed by Mass-Driver.

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. Mass-Driver's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later.

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.