

Mass-Driver Web EULA

V 1.0 — 16-02-20

1 General

This End User License Agreement (the "Agreement") is a contract between you ("you") and Mass-Driver ("Mass-Driver", "we", "us").

The "Fonts" collectively refers to the computer software containing representations of typeface designs which were provided to you by or on behalf of Mass-Driver, any and all supplementary materials provided along with and/or embedded in such software, and any future versions or upgrades thereof.

Conditioned upon Mass-Driver's receipt of full payment of all license fees, Mass-Driver grants to you the limited, non-exclusive, non-transferrable right to use the Fonts in accordance with the terms of this Agreement. You acknowledge and agree that the Fonts are protected under various copyright, trademark, and other laws in various territories.

If you are unsure of whether your use of the Fonts is permitted under this Agreement, or if the scope of your needs changes, please contact us.

2 Web License

Your license type can be found in your receipt email.

a License Scope

A Web License permits you to use the Fonts on a website using the CSS @font-face method.

A Web License does not permit you to use the Fonts in the creation of static documents or images, in desktop or mobile applications, or in web applications which allow the creation of customisable designs or the generation of static documents or images.

b Installation

The Fonts may be used on a single domain (e.g. *example.com*), and any subdomains thereof (e.g. *shop.example.com*). You must own this domain.

The total number of pageviews per month for all pages and subdomains of this domain, as recorded by a commonly accepted tracking service (e.g. Google Analytics) and measured over a period of three consecutive months, must not exceed the number specified during the process of your order and indicated in your receipt email. Should the number of pageviews exceed the licensed amount, an upgrade license must be purchased from Mass-Driver.

The Fonts are provided in WOFF and WOFF2 format. Use of desktop formats (e.g. OTF, TTF) on the web is not permitted by this Agreement. You are not permitted to convert the Fonts to other formats. Alternative formats might be provided on request, at the discretion of Mass-Driver.



3 Backups

You are permitted to make archival or backup copies of the Fonts. You must maintain control of these copies and take all reasonable precautions to ensure they are not accessible to third parties or to the general public.

4 Sublicensing & Transfer

You shall not distribute (share, rent, lend, gift, sell, etc.) the Fonts to any third party. You agree to take all reasonable measures to ensure no third party is able to access the Fonts.

You are not permitted to transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of Mass-Driver.

5 Modification of Fonts

You shall not under any circumstances decompile, modify, reverse-engineer, reformat, alter, or edit the Fonts or engage any third party to do so without prior written permission from Mass-Driver.

6 Functioning Software

In the event that the Fonts do not function in accordance with the typical standards of the font industry, we will endeavour to fix or replace the Fonts within 30 days of being notified. Should we be unable to remedy the issue within this 30 day period, we will provide a refund, at which point all rights granted to you under this Agreement will terminate with immediate effect.

7 Prohibited Activities

a Political

The Fonts shall not be used for political messaging or by political parties, political organisations, or lobbying organisations, without the prior written consent of Mass-Driver.

b Alphabet Products

The Fonts shall not be used in the production of prefabricated alphabet or letterform products including, but not limited to: stencil products, adhesive alphabet stickers, dry transfer lettering, and novelty ampersands. If you would like to make such products, please contact us.



8 Term

This Agreement is effective forever, 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 to terminate the Agreement.

9 Warranties, Liability & Indemnification

Mass-Driver makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. The Fonts are not intended and were not designed for use in any circumstances where fail-safe operation is required. The Fonts shall not be used in any circumstances where a defect or fault in the Fonts could lead to personal injury, death, property damage, or severe physical or environmental damage. Without limiting the foregoing, Mass-Driver shall in no event be liable to you or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption or loss of business information, arising out of the use or inability to use the product 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.

10 Miscellaneous

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 both parties. By downloading or installing the Fonts, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. 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 numberings 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.

11 Further Notes

Thank you for taking the time to read this document. If you have any questions about its terms, please contact us. If the work you produce using Mass-Driver Font Software contains an imprint or colophon, you are not obliged to credit Mass-Driver or the typeface(s) used, but it would make us happy if you did.