

Ft EULA (End User Licence Agreement)

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01 Definitions

Font Software

The digital typeface files provided by FormeType™, including OTF, TTF, WOFF2 and variable font formats, and any accompanying documentation.

Licensee

The individual or legal entity purchasing and using the Font Software under this Agreement.

Authorized User

Any employee, contractor, or agent of the Licensee who installs or uses the Font Software on behalf of the Licensee, up to the limit set by the applicable tier (§ 3).

Derived Work

Any work produced using the Font Software, such as printed materials, websites, applications, logos, videos, or other visual outputs. Derived Works are not Font Software and are not subject to redistribution restrictions.

Sharing Extension

An optional add-on allowing the Licensee to share a copy of the Font Software with a designated external third party (contractor, developer, printer) for a specific project.

02 Grant of Licence

Subject to the terms of this Agreement and receipt of the applicable licence fee, FormeType™ grants the Licensee a non-exclusive, non-transferable, worldwide, perpetual licence to:

- Install and use the Font Software on devices controlled by Authorized Users;
- Embed the Font Software in Derived Works for the purposes described in § 4;
- Embed WOFF2 files on websites via CSS @font-face, on an unlimited number of domains, with no pageview or bandwidth restrictions.

This licence is perpetual and does not require renewal, provided the Licensee remains in compliance with this Agreement.

03 Licence Tiers and Authorized Users

The licence is granted under one of the following tiers, selected at the time of purchase:

Personal 1 Authorized User

For individual designers and freelancers. Covers a single person across all their projects and client work. If the Licensee's team grows beyond one person, they must upgrade to Studio within 30 calendar days.

Studio Up to 10 Authorized Users

For design studios and creative agencies. Covers all employees and contractors who are part of the licensed entity. If the number of Authorized Users exceeds 10, the Licensee must upgrade to Company within 30 calendar days.

Company Up to 50 Authorized Users

For brands, publishers and organisations. Covers all employees and internal users worldwide, across all devices. Entities with more than 50 Authorized Users must contact FormeType™ for a custom agreement.

Independent contractors with a separate legal entity are not Authorized Users and require their own licence, or must be covered by a Sharing Extension (§ 8).

04 Permitted Uses

The licence covers all commercial and non-commercial uses of Derived Works, including but not limited to:

- Print and packaging (books, magazines, posters, labels, packaging, stationery);
- Websites and web applications (via WOFF2 @font-face embedding);
- iOS and Android mobile applications (font embedded so end users cannot extract it);
- Logos, wordmarks and visual identity systems (including vectorised character outlines modified as part of a custom mark);
- Broadcast, motion graphics and video (television, film, online video);
- Social media and digital advertising;
- Signage, environmental graphics and wayfinding;
- Merchandise and physical products;
- Video games (font embedded so players cannot extract it);
- Electronic publications (ePub, PDF), with font embedded or subsetting.

No additional licence is required for web use. WOFF2 files must be served in a manner that reasonably prevents direct download by end users.

05 Restrictions

The Licensee may not:

- Modify, adapt, translate, engineer, decompile, disassemble, or create derivative typefaces from the Font Software;
- Redistribute, sublicense, sell, rent, lease, or otherwise transfer the Font Software to any third party, except as permitted by the Sharing Extension (§ 8);
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices in the Font Software;
- Use the Font Software to create a competing type product;
- Embed the Font Software in a manner that allows end users to extract and reuse the font files;
- Use the Font Software under the Personal tier for the benefit of an organisation with multiple users without upgrading to Studio or Company.

06 Intellectual Property

The Font Software is the exclusive intellectual property of FormeType™ Sàrl and is protected by Swiss and international copyright law, as well as applicable type design protection statutes. This Agreement grants a licence to use the Font Software; it does not transfer ownership.

FormeType™ represents and warrants that it holds all rights necessary to enter into this Agreement and that the Font Software does not, to the best of its knowledge, infringe any third-party intellectual property rights.

Derived Works created by the Licensee remain the property of the Licensee. FormeType™ makes no claim over the content or ownership of any Derived Work.

07 Web Font Subsetting

The Licensee may subset the WOFF2 files—reducing the number of characters or OpenType features—solely for the purpose of optimising web performance, provided that no character designs or font name tables are modified in the process. Subsetting does not change the scope or tier of the licence. FormeType™ cannot offer technical support for subsetting files.

08 Sharing Extension

Without a Sharing Extension, the Licensee may share a single copy of the Font Software with one external contractor strictly for the purpose of completing a specific project, provided that the contractor does not retain the files upon completion and uses the Font Software solely for that project.

For ongoing collaboration with external contractors, a Sharing Extension must be purchased. Each Sharing Extension covers one named external entity. Contact info@formetype.ch to add a Sharing Extension.

09 Trial Fonts

FormeType™ may provide trial or beta versions of the Font Software at no charge. Trial fonts are provided solely for evaluation purposes, may have intentionally degraded character sets, may not be used in any published or commercial work, and must be deleted once a full licence is purchased.

10 Updates and New Versions

The Licensee is entitled to receive, at no additional cost, all future updates and minor revisions to the licensed typeface family for as long as FormeType™ continues to develop and distribute that family. Entirely new typeface families require a separate licence.

11 Disclaimer of Warranties

The Font Software is provided «as is», without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. FormeType™ does not warrant that the Font Software will meet the Licensee's requirements or that its operation will be uninterrupted or error-free.

12 Limitation of Liability

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13 Breach and Termination

If the Licensee becomes aware of, or is notified by FormeType™ of, a breach of this Agreement, the Licensee has 14 calendar days to remedy the situation. If the breach is not remedied within that period, this Agreement terminates with immediate effect.

Upon termination, the Licensee must immediately cease all use and delete all copies of the Font Software. Termination does not affect the validity of any Derived Works created during the period of compliance.

Any unresolved breach entitles FormeType™ to claim a penalty of CHF 2,000 or 50% of the applicable licence fee, whichever is greater, in addition to any unpaid licensing costs. All legal costs arising from the dispute shall be borne by the Licensee.

14 Governing Law and Jurisdiction

This Agreement is governed by the laws of Switzerland. The exclusive jurisdiction for any dispute arising out of or in connection with this Agreement shall be the courts of the Canton of Valais, Switzerland.

15 Contact

FormeType™ / Forme® Sàrl, Sion, Valais, Switzerland
info@formetype.ch