
EULA

End User License Agreement

This End User License Agreement (EULA) is a legal agreement made between Gallery Type / Daniel Perraudin, Brunowstraße 57, 13507 Berlin and you, the Licensee.

This Agreement governs the terms of use of the Font Software and the design of the Fonts, from now on referred to as Font, in any media, printed materials, electronic documents, artwork, web services, app and any other material that may be associated with the product now or in the future. For the purposes of the License, ‘Font’ shall be defined as the design of the Fonts together with the Font Software in which all typographic elements are contained. Font shall further comprise all bitmap and/or outline representations of typeface and typographic elements created by or derived from the Font.

1 Actors

At Gallery Type, the licensee is the company, the end-user who’s using the Font for the communication of their brand. In this license, they will be called the “Licensee”. Any external designer or agency producing design work for the Company will be called the “Designer”.

2 Grant of License

Upon payment in full of the non-refundable license fee, Gallery Type grants the Licensee a non-exclusive, non-transferable, revocable license to use the Font Software, subject to all of the terms and conditions of this Agreement. Anyone using the Font agrees de facto to the terms of this contract. The Licensee is granted only the rights expressly stated in this Agreement and on the basis of the provided number of employees of the Company.

3 Company Size

At the time of purchase, the person placing the order (be it the Designer, a Marketing Manager or someone else) is asked to provide the name of the Company the font will be used by and for (e.g. the Licensee). By doing so, they testify the information filled in the license is correct and that the Licensee agrees to the License terms.

“Company Size” is defined as the number of people working for the Licensee’s company (employees and sub-contractors included). Any freelancer or sub-contractor should be counted in their employee number.

If the Licensee’s employee number grows more than 20% past the upper limit of the license tiers they chose at the time of purchase, they’ll need to update their license to the tiers directly above. Please contact us at info@gallerytype.com for such update. If the Licensee doesn’t comply to this update, Gallery Type will terminate their license.

4 Company Country of Activity

The only other metric used to calculate the license fee apart from the number of employees is the country of residence of the Company. Our Fair Price Adjustment model takes into account the Licensee’s country of residence to adjust the price in a fairer way. You testify that the address and country filled in the order are the ones of the registered head office of the Licensee.

In the event of Gallery Type discovering a misleading or wrong information regarding the Licensee’s address, Gallery Type keeps to right to either charging the difference of price with the Licensee’s actual country of residence OR terminating the Licensee’s license without further notice.

No additional fees will ever be charged in the event of the Licensee registered head office moving countries.

5 Subcontractor

This license covers any Subcontractor (Designer or Studio) hired by the Licensee to execute design work for them. As such, the Licensee should include the number of said Subcontractors in the total of their employees to choose their license tiers at the moment of purchase.

6 VAR (OpenType Variable Fonts)

All purchases of a full type family grant you free additional access to a variable font covering the styles bought. Even though Variable fonts have already been introduced in 2016, they are still not fully supported in every environment, their performance can vary depending on the context. Gallery Type’s variable fonts are provided as if and without any warranties.

7 License Coverage

Gallery Type grants the Licensee the right to use the Fonts in every environment. We offer straight-forward perpetual licenses for all platforms. One license, unlimited usage, no subscription. This is our All-In-One Standard license that covers 90% of cases.

More specifically, Gallery Type grants the Licensee:

- ▶ the right to use the Font within an unlimited number of printed elements such as books, leaflets, posters, packaging, signage...
- ▶ the right to use the Font within one unique web domain per license (and any of its sub-domains).
- ▶ the right to use the Font on their social media accounts.
- ▶ the right to embed the Font within an unlimited amount of Software, such as Applications, Video Games or E-books (all named as “the App” in the following lines) per license. The Licensee is allowed to distribute the Font Software as an embedded file within the App and distribute copies of the App with the embedded Font Software. The embedding technology shall exclude the App end-user direct access to the embedded Font Software in order to prevent it from being downloaded for any other use than within the App. When distributed within the App, the embedded Font Software shall by all means be protected against installation in the App end-user’s operating system.
- ▶ the right to embed the Font within an unlimited amount of Hardware, such as smart objects, screens, phones, cars, if owned and developed by the company. The Licensee is allowed to distribute the Font Software as an embedded file within the Hardware and distribute copies of the Hardware with the embedded Font Software. The embedding technology shall exclude the Hardware end-user direct access to the embedded Font Software in order to prevent it from being downloaded for any other use than within the Hardware. When distributed within the Hardware, the embedded Font Software shall by all means be protected against copy.
- ▶ the right to use the Font to manufacture, print, emboss, engrave commercial and/or promotional merchandise such as apparel, accessories, presentation packaging, letterform products/objects, etc.
- ▶ the right to use the Font within video or film work for broadcast, theater, streaming...
- ▶ the right to use the Font on one (1) production server. Server use is defined as the embedding of the Font Software on a CMS or web server that can be accessed via the Internet or other external network system, for the dynamic generation of analog and digital documents of any sort.

8 Other Licenses:

8.1 Logo Use

For an additional fee (Standard+Logo), Gallery Type grants the Licensee the right to use the Font(s) for the realization of any logotype for and within the licensee company.

8.2 Trial Fonts

Gallery Type offers fully functional trial fonts. All characters, all Opentype features, no restrictions. All trial fonts are for internal trial and pitch purpose only. This allows to try our Fonts in real conditions. A Commercial license needs to be bought by the Licensee before any material is shown publicly.

8.3 Student License

Gallery Type provides a 80% discount to students and educators. Students might use the Fonts both for school projects and personal ones. After their studies they are required to acquire a full license to continue working with the Fonts. If students wish to use the fonts to work for clients, be it in or after their studies, they are required to acquire an appropriate license fitting the number of employees of the Licensee.

9 Restrictions

The Licensee may provide the Font files to their subcontractors as long as they join a copy of this license with the Fonts. Such Subcontractors may include but are not limited to: a designer, a developer, a printer or a manufacturer that is working on their behalf for the printing or fabrication of any document covered by their license. The Licensee may not transmit their license to, or sub-license the Font to any third-party.

10 Modifications

The Licensee may import characters from the Font Software as graphic objects into a drawing program, such as Adobe Illustrator, Photoshop, Figma, etc. and modify them as graphic objects. The Licensee may NOT modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed Font Software itself without Gallery Type’s prior written consent.

11 Crediting

When using the Font Software on a website, movie, book, magazine, video-game or any document, the Licensee should make every effort to credit the Font Software name and their author(s) such as in the following example: “Typeface: Maurizio Bold, www.gallerytype.com”. As a graphic design studio or agency, when publishing a project showcasing the Font Software in social media the Licensee should make every effort to credit the Font Software name and tag Gallery Type with the appropriate handle.

12 Ethical & Political Limitations

The Font can not be used to spread fascist, racist, homophobic, transphobic, or sexist content and messages. Gallery Type may withdraw any license from a Licensee in the case that the Licensee uses the Font to spread such messages. The license fee shall not be refunded. Any licensing or use in the frame of a political campaign or organisation (slogans, logos, claims etc.) must be the subject of a prior written agreement from Gallery Type. Please contact info@gallerytype.com.

13 Copyright

The Licensee agrees that the Font Software and Fonts embodied herein are copyright-protected, and that all intellectual, moral and property rights including copyrights, design rights and other rights to the Font Software and the Fonts (including the design, software, artwork, the metadata, Font Software etc.) rest solely with Gallery Type. These rights are not limited to any geographical area but apply worldwide.

14 Disclaimer

Even though we work with world leading font engineers to ensure the highest standards, Gallery Type shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, reasonable legal fees and costs, etc.) arising out of the use of or inability to use the Font even if Gallery Type has been advised of the possibility of such damages.

15 Termination

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from Gallery Type if the Licensee fails to comply with any provision contained herein. Upon termination, the Licensee must destroy the written materials, the Font, and all copies of it, in part and in whole, including modified copies, if any. The license fee shall not be refunded in this case.

16 Governing Law

The Licensee agree that any disputes arising from or related to this Agreement shall be governed by and construed in accordance with a jurisdiction of Gallery Type’s choosing.

This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements, oral or written, between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by both parties.

If you have any uncertainty concerning this EULA, please read our F.A.Q. or get in touch with us at info@gallerytype.com and we’ll be happy to help as fast as we can.

