

# FORMAGARI END USER LICENSE AGREEMENT (EULA)

V1.4 – 15 01 2024

## Introduction

---

- This End User License Agreement (EULA) is a contract between FORMAGARI SAS (hereafter “Formagari”) and You, the person or the entity defined as the license owner at the time of purchase (hereafter “License Owner” or “You”).
- By purchasing, downloading, and installing digital products, fonts, typefaces, and software (hereafter “Fonts”) from Formagari, You accept and agree to comply with the terms of this EULA.
- Formagari expressly reserves all rights not specifically granted to You in this Agreement.

## Definitions

---

- License: The permission to use the Fonts in a context defined by this contract.
- Company size: The total number of people working for the organization at the time of license purchase, including both employees and sub-contractors, regardless of their contract type.
- OTF: OpenType CFF format. Font files for desktop use.
- WOFF, WOFF2: Web Open Font Format. Font files for web use.
- Trial Fonts: Evaluation versions of the Fonts that may be used solely for testing purposes.

## Licensing Model

---

- The License Owner is the client who initiates or commissions the project using the Fonts and benefits from it. The client is the end-user, therefore, the client must purchase and own the license.
- The designer, illustrator, studio, or agency (hereafter “Designer”) using the Fonts to design the License Owner’s project does not need to purchase their own license, as their right to use the Fonts is covered by the License Owner’s license.
- The license is owned by the License Owner. If the Designer uses the same Fonts for another client, a new license is required. Each client must acquire their own license to become a License Owner.
- Finally, like many others in this industry, we believe in value-based pricing. The licenses differ by their permitted uses and by the defined size of the License Owner. The more value the Fonts create for a client and the larger the client’s organization, the higher the price will be. Large companies and organizations pay more because they have greater resources and market exposure. We trust You to choose the right options according to your situation at the time of purchase.

## Intellectual Property

---

- The Fonts are and remain the exclusive property of Formagari and the stated designers. Their files and their designs are protected by copyright and intellectual property law. When buying a license, You

purchase an authorization to use the Fonts in certain contexts, not their rights.

## Financial Terms

---

- The license becomes active once payment has been received in full.
- Payment must be made either directly through the website or by using any of the payment methods specified on the external invoice, if one is provided.
- There are no refunds on orders unless there is a technical problem that cannot be corrected and/or You obtain a written agreement from Formagari.
- You are responsible for any applicable taxes in your country.
- If You use the Fonts beyond your license coverage or provide inaccurate information about the License Owner's size at purchase, You must pay for an adjusted license that matches your actual usage. Formagari reserves the right to charge an additional penalty for such infringement.

## Licenses

---

- By purchasing a license on [www.formagari.com](http://www.formagari.com) or by any other means, You acquire a limited, non-exclusive, terminable, and non-transferable License to use the Fonts in accordance with this EULA. The different kinds of licenses and their related rights and restrictions are explained below.
- Desktop
  - With this license, the Fonts can be installed on your computer to create design projects, documents, and images for both print and screen. The Fonts are provided as OTF files. You may install the Fonts on any number of computers, provided you have purchased the appropriate license for your organization's size. You are not permitted to convert the Fonts into web font files for websites, install them on a server or shared network, or embed them in editable documents or media.
- Web
  - This license allows self hosting of the Fonts for display on websites via the CSS @font-face rule. You can use the Fonts on an unlimited number of websites provided that the license owner either own or control them. You are not allowed to use third party font hosting services. The Fonts must be self hosted and the License owner agrees to do its best to restrict their access. The Fonts are provided as WOFF and WOFF2 files. These are the only formats allowed for embedding. Use of OTF files are not allowed on the web. The WOFF or WOFF2 files provided must be used instead. Converting the Fonts to another format or subsetting is not allowed.
- Video/Streaming/Film
  - With this license, You can use the Fonts in videos, films, and streaming content on platforms like YouTube or Netflix, as well as in television broadcasts and cinema.
- App/Game
  - With this license, You can embed the Fonts in mobile apps and games. The embedding method must be as secure as possible to prevent direct access to the Fonts. Please contact us if you need a specific font format.
- Special Cases
  - Some cases are not covered with the standard licenses. For the following cases, You need to get

in touch with Formagari for a dedicated quote:

- Logo/Wordmark: With this license You can use the Fonts for one brand for the logo or wordmark.
  - Advertising/Campaign: With this license You can use the Fonts in an advertising campaign, ads in print and digital, billboards, online advertising on web and social media, out-of-home advertising
  - Embedding: With this license You can embed the Fonts in Powerpoint presentations.
  - ePub/eBook: With this license You can embed the Fonts in an e-publication such as a e-book or e-magazine.
  - Merchandise: With this license You can use the Fonts on physical products, commercial and/or promotional goods.
  - Third Party: With this license, you can share the Fonts with external work partners during the duration of projects where the Fonts are being used.
  - Server: With this license, you can store the Fonts on an internal server or cloud platform for use within your organization.
  - Unlimited/Enterprise: This license grants unrestricted use of the Fonts with no organization size limit. It includes all licenses mentioned above combined into one comprehensive license for a single company.
- Trial fonts
    - When You download Trial Fonts, You agree to comply with the terms of this EULA. Trial Fonts are free to use for evaluation purposes and student work. To use the Trial Fonts without restrictions, You must purchase a paid license. Evaluation purposes include testing during initial design stages and client presentations—everything before project validation and publication. If your project is not completed but You want to showcase the work in your portfolio, You must purchase a commercial license. Students may use Trial Fonts for school projects, but a commercial license is required for any work outside of academic settings.

## General Restrictions

---

- You are not permitted to use the Fonts in a religious or political context without getting a written agreement from us beforehand.
- You are not permitted to modify, reverse engineer, or convert the Fonts.
- You are not permitted to create new typefaces based on the Fonts.
- You are not permitted to resell, distribute, or lend the Fonts.
- The Fonts cannot be stored on public online storage platforms and/or public cloud hosted web services.
- The Fonts cannot be used in any violent, hateful or discriminatory context.

## Termination

---

- Any violation of this EULA will result in immediate termination of the license and prohibition of Font usage, with no refund from Formagari.

## Warranty

---

- Formagari makes no warranties of any kind regarding the Fonts. Formagari shall not be held liable for any direct or indirect damages resulting from errors in the Fonts or from the License Owner's use of the Fonts.
- During a period of 14 days after the date of purchase, Formagari will try in good faith to solve the problem You encounter or correct the error You notice. If the defect cannot be corrected by Formagari, You will be entitled to a refund.

## Final Provisions

---

- This License is governed by and interpreted according to French law. The License Owner explicitly agrees to exclude the United Nations Convention on Contracts for the International Sale of Goods.
- All disputes related to this contract shall be settled by the courts of Paris.
- Formagari reserves the right to modify this license at any time without prior notification or consent.

Thank you for reading.

////////////////////////////////////  
FORMAGARI SAS – 38 rue Virgile Marron, 13005 Marseille, FR – [info@formagari.com](mailto:info@formagari.com)