

Formagari End User License Agreement (EULA)

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Introduction

- This EULA is a contract between Formagari / Emmanuel Besse (hereafter “Formagari”) and you, the person or the entity who purchased the license or 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, softwares (hereafter “Fonts”) from Formagari, you accept the terms of this EULA and understand that you need to comply with these terms.
- The licenses differ by their permitted uses and by the defined size of the license owner. Like many others in this industry, we believe in value-based pricing: the bigger you are, the more you create value within your projects, the higher the license fee will be for you. We trust you to choose the right options according to your situation at the time of purchase.
- 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.
- All rights not granted to you by this Agreement are expressly reserved by Formagari.

Definitions

- Company size Small: An independent designer, a studio, any company or group of 1-5 persons.
- Company size Medium: A big studio, an agency, any company or group of 6-10 persons.
- Company size Large: A large agency, any company or group of 11-50 persons.
- OTF: OpenType CFF format. Font files for desktop use.
- WOFF, WOFF2: Web Open Font Format. Font files for web use.

Licenses

- By purchasing a license on www.formagari.com or by any other means, you acquire a limited, non-exclusive, terminable, and non-transferable Licence to use the Fonts in accordance with this EULA. The different kinds of licenses and their related rights and restrictions are explained below.
- Desktop license
 - With this license, the Fonts can be installed on your computer.
 - This license allows you to create design projects, documents and images for print and screen.
 - The Fonts are provided as OTF files.
 - The number of computers on which the Fonts are installed is not restricted, given that you purchased the right license regarding the size of your organization.
 - You are not allowed to convert the Fonts into web fonts files for use on websites.
 - You are not allowed to install the Fonts on a server or a shared network.

- You are not allowed to embed the Fonts in editable documents or media.
- Web license
 - 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.
 - Converting the Fonts to another format or subsetting is not allowed.
- Desktop + Web license
 - This license is the combination of the Desktop license and the Web license. All rights and restrictions stated above apply.
 - Use of OTF files are not allowed on the web. The WOFF or WOFF2 files provided must be used instead.
- 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 or for student work. You need to purchase a paid license in order to use the fonts without restrictions.
 - Evaluation purposes include testing in the first stages of design and client presentation: everything before the project is validated and published.
 - If you are a student, you can use it in your school projects but you will require a normal license if you work on a commercial project.
- 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:
 - App/Game/eBook: embedding the Fonts in a Mobile App, Game, Digital Product or eBook.
 - Logo/Trademark: using the Fonts for a wordmark and/or a brand logo. This only applies to large companies, please get in touch for more details.
 - Broadcast/Video: using the Fonts in streaming, TV, cinema, video advertising, video billboards, type on screens, or video clips.
 - Server: storing of the fonts on an internal server or cloud for use within your company.
 - Unlimited/Enterprise: the All-inclusive license with almost no restrictions.

General restrictions

- You are not permitted to use the Fonts in a religious or political context without getting a written agreement from us before.
- You are not permitted to modify, reverse engineer the Fonts.
- You are not permitted to resell, distribute, lend the Fonts.
- The Fonts cannot be used in any violent, hateful or discriminatory context.

Term

- Any breach of this EULA will lead to the termination of the license and thus the interdiction to use the Fonts, without any refund by Formagari.
- If you use the Fonts beyond the area covered by your license or provided untruthful information regarding the size of the License owner at the time of purchase, Formagari reserves the right to charge you a penalty in accordance to the infringement.

Warranty

- Formagari makes no warranties of any kind concerning the Fonts. Formagari cannot be held responsible for any direct or indirect damage caused by an error in the Fonts or by the use of the Fonts by the License owner.
- 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

- The License is established, submitted and interpreted in accordance with French law. The License owner expressly agrees that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
- All disputes related to this licence shall be settled by the courts of Paris.
- Formagari reserves the right to update this licence at any time without prior consent or notice.

Thank you for reading.