MOONTYPE FOUNDRY
End-User License Agreement (EULA)

A. Preamble

This End User License Agreement (EULA) serves as a contract between you (THE LICENSEE) and Moontype Foundry.

By accessing, installing, and/or using any typeface software (THE FONT), the Licensee acknowledges reading and agreeing to the terms and conditions of this EULA. If the Licensee does not agree to these terms, they must cease using, accessing, and/or installing the Fonts.

This EULA represents the entire agreement between the Licensee and Moontype Foundry and supersedes all prior agreements regarding the Fonts. Moontype Foundry reserves the right to amend this EULA for future transactions. Changes shall apply exclusively to new purchases and licenses made after the amended EULA has been published. For prior purchases, the version valid at the time of purchase shall remain applicable.

B. Ownership

The Fonts are the intellectual property of Moontype Foundry. This includes both the Typeface design and the associated software code. Copyright laws protect the Fonts and all derivative works. This license grants the Licensee specific usage rights. All other rights are retained by Moontype Foundry.

C. Definitions

For the purposes of this EULA, the following terms are defined as:

→ LICENSEE: The company that acquired the license or is designated as the license owner upon purchase.

→ FONT: Refers to the typeface software and all its contents, including all characters, glyphs, styles, weights, and their graphical representations (e.g., PNG, JPEG, vectors), as well as the associated software code.

→ THIRD PARTIES: Any entity other than the Licensee and Moontype Foundry, including affiliates, subcontractors, clients, or agents.

D. License Model

At Moontype Foundry, the license is granted to the company (THE LICENSEE), which refers to the organization that will use the Font for its own business activities. The license is based on the total number of employees in the Licensee's company, not the number of devices or designers using the Font. To keep it simple, our licenses are media-independent.
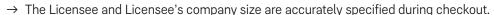
1. COMPANY SIZE

License fees are determined by the size of the Licensee's company. Please select the appropriate license tier based on the total number of employees in the Licensee's company, not the number of people actually using the Fonts. If the company size significantly increases, the Licensee must update their license accordingly. Usage beyond the licensed capacity is prohibited.

2. THIRD PARTIES

If purchasing Fonts for a client project, please select the appropriate license tier based on the client's company size. This applies regardless of whether the project is being executed in-house or by an external agency. Designers or agencies may use the Font for the Licensee's project only. The Font may not be used for other client projects or personal work unless a separate license is purchased for those. Designers or agencies must remove all Fonts from their systems upon completing the project unless they obtain their own license.

3. DESIGNER PURCHASING ON BEHALF OF A CLIENT

A designer may purchase a commercial license on behalf of the Licensee under the following conditions:

→ The Licensee and Licensee's company size are accurately specified during checkout.
→ The Licensee has read and agreed to our EULA as well as our Terms and Conditions.
→ The Licensee has authorized the designer to make the purchase on their behalf.

4. MEDIA INDEPENDENCE

Our licenses are media-independent, meaning you can use the Fonts across all platforms—from print materials to digital media such as websites, mobile apps, eBooks, and more—without incurring additional fees.

E. Restrictions

The following actions are prohibited unless expressly permitted by this EULA or with prior written consent from Moontype Foundry:

1. DISTRIBUTION

→ Redistributing, reselling, sublicensing, or renting the Fonts.
→ Embedding Fonts in a way that makes them accessible to end users.
→ Uploading Fonts to public servers or repositories.

2. MODIFICATION

→ Opening the Fonts in editing software to reveal or modify their structure, organization, or code.
→ Creating modified versions, such as new glyphs, weights, or styles.
→ Reverse-engineering, decompiling, or converting Fonts to other formats.

3. USAGE

→ Using Fonts in political, religious, or controversial contexts without prior permission.
→ Associating Fonts with unlawful, fraudulent, hateful, or discriminatory activities.
→ Employing Fonts in cryptocurrency or NFT-related projects without consent.
→ Using Fonts to train artificial intelligence systems.

F. Providing the Fonts to Third Parties

The Licensee may provide Fonts to Third Parties temporarily for specific projects. Upon project completion, the Fonts must be deleted from Third Party systems.
When sharing Fonts with Third Parties, the Licensee must:

→ Provide them with a copy of this EULA.
→ Ensure that no Fonts remain stored on their systems after the project.

G. Trial Fonts

Trial Fonts are free and intended for preview and evaluation purposes only. Trial Fonts:

→ Include a limited character set.
→ Must not be used in commercial projects.
→ May not be shared with Third Parties, including clients or subcontractors.

For a complete character set in trial versions, contact Moontype Foundry directly.

H. Termination

Violation of any terms of this EULA will result in the immediate termination of the license. The Licensee must cease using the Fonts and delete all copies. Moontype Foundry reserves the right to seek damages for infringement.

I. Miscellaneous

→ If any part of this EULA is invalid, the rest remains enforceable.
→ This EULA is governed by and construed in accordance with the laws of Germany.
→ The place of jurisdiction for disputes is Hamburg, Germany.