END USER LICENSE AGREEMENT
VERSION 01 - JULY 2024

This End User License Agreement (the EULA) is an agreement between you (the Licensee) and Marinus Klinksik (the Supplier)

This EULA is governed and construed in accordance with the laws of Germany.

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License Model

How are the prices for fonts calculated?

The prices are calculated according to the size of the licensee's organization. Therefore, the determining factor for the choice of license is the total number of employees in the licensee's company. Example: If the licensee's company has 25 employees, choose license model L (11-35). If the total number of employees is over 70, please contact me and a special license will be arranged.

Client and Designers

The client is the licensee and the one who must purchase the license. As the designer, you can use the fonts on behalf of your customer to create designs for them. If you as a designer want to use the fonts for your own projects, you must purchase a license yourself. The client or end customer, who commissions design work, is the rightful holder of the license, not the commissioned designer or design agency.

License Scope

What can I use Why Foundry's fonts for? To keep things as simple as possible, all usecases fall under one license (logos, print, editorial work, websites, apps, e-books, etc.) For further details regarding the scope of the licenses, please have a look at the End User License Agreement (EULA).

End User License Agreement

This EULA serves as a contract between Marinus Klinksik and you, the licensee (either the individual or organization that acquired the license, or the individual or organization designated as the license owner upon purchase). By purchasing, downloading, and installing font software (or "font") from Marinus Klinksik, you are expressly agreeing to abide by the terms outlined in this EULA.

1. Ownership
The given Typeface is the intellectual property of Marinus Klinksik, it is an original creation and is protected by copyright laws. This protection covers both the Typeface design and its code.
This license grants you the right to use the Typeface, all other rights are owned and retained by Marinus Klinksik.

2. Client and Designer
The client or end customer, who commissions design work, is the rightful holder of the license, not the commissioned designer or design agency. In other terms, the client is the licensee and is the one who needs to purchase the license. The designer is considered as a third-party subcontractor to the client. Third parties like designers and agencies that work specifically for the licensee may use the licensed font software, but only for the licensee's purposes and within the specified context of the license type. It's strictly prohibited for them to use and share the font software in any other way. If the buyer is a designer who is using the fonts for clients, each client must hold their own individual license. To use the fonts for your personal projects as a designer, you'll need to obtain a license for yourself.

2.1 Purchase by Designer
A Designer may buy a Commercial license on behalf of the Licensee (their client) if

the following conditions are met: the Licensee and Licensee Size are accurately specified during checkout; the Licensee has read and agreed to the terms of this Agreement; and the Licensee has explicitly authorized the Designer to make the purchase on their behalf.

3. Restrictions
You are prohibited from:

3.1 Modifying, converting, reverse-enginee ring, or altering the fonts in any way. To modify the font, you must discuss a custom font project with Marinus Klinksik.

3.2 Distributing, reselling, or renting the fonts.

3.3 Using the fonts in political or religious contexts without Marinus Klinksik permission.

3.4 Using the fonts in any context that promotes violence, hatred, or discrimination. Use by organizations associated with deforestation, the oil industry, animal abuse or the military is prohibited.

3.5 Using the fonts in connection with cryptocurrency or NFTs (Non-Fungible Tokens) without Marinus Klinksik consent.

3.6 Uploading the fonts to public servers or repositories.

4. Company Size and Third Parties
The value of a typeface is directly related to the size of the company acquiring the license, measured by its number of employees. The license cost is determined by the „Company Size," which refers to the total number of individuals employed by the company. If the company's size significantly increases beyond the licensed capacity, the licensee must update their license.

Third-party subcontractors are permitted to create documents using the font software, but only for the licensee.

5. Trial Fonts
A Trial Font license is free of charge and allows you to use trial versions of the fonts for preview and evaluation purposes for commercial customer projects. Trial fonts are offered with a limited character set in Opentype format (oft). Variable fonts are not available as trail versions, as long as the variable axes are the key concept behind the design as in WF Node . If you need a trail version with a complete character and feature set, please contact me by email. The test fonts may not be passed on or redistributed to third parties, not even to customers or subcontractors.

6. Termination
If any terms of this contract are breached, all your associated rights will immediately terminate, requiring you to stop using the fonts without any refund. Marinus Klinksik reserves the right to impose penalties as specified for the infringement.

7. Warranty
Marinus Klinksik does not provide any warranties regarding the fonts. Marinus Klinksik cannot be held liable for any direct, indirect, incidental, or consequential damages resulting from the use of the fonts, including lost data, profits, or savings. All sales are final and non-refundable. Incorrect font license purchases cannot be refunded. However, if a font file is defective, please notify me via email within 30 days of purchase, and I will work to resolve the issue. If you have made a mistake in your choice of weight/package, we can offer you a correction to the license type but cannot offer a refund for the difference.