

END USER LICENSE AGREEMENT (EULA)

BRANDING & BRAND PARTNER

Presentation

The Branding license is a new system where the end-client is the license owner. Price is determined by company size and initial metrics. This allows for the fonts to be used across all branding media with only one thing to monitor, employee count, instead of many (computers, websites, web traffic, apps, etc.). No more worrying about missing a license for advertising or something else. Simple and fair.

With the client's agreement and information, a designer or agency can buy a Branding license for the client, and receive the included Brand Partner license to use the fonts in service of the client on as many computers as needed, for free.

Definitions

“Licensor” refers to Fatype Sàrl.

“Client” refers to the the end-client for whom the fonts are used.

“Designer” refers to a freelance designer or a company commissioned by the Client.

“Licensee” refers to the Client and, if applicable, the Designer.

“Branding license” refers to the usage rights granted to the Client.

“Brand Partner license” refers to the usage rights granted to the Designer.

“Font” or “Fonts” refer to a set of glyph outlines, metrics, and other data digitally encoded into font software, delivered by the Licensor.

“Employee” means any individual on the Licensee's direct, active payroll.

Grant of License

This License Agreement is entered into by and between the Licensor and the Licensee. The Licensee must agree to the terms and conditions of this agreement to download, install, display or use the fonts in any way. Upon full payment, the Licensor grants the Licensee a perpetual, worldwide, non-exclusive, non-transferable, non-assignable license to use the fonts under the terms and conditions set forth herein. A license is valid for one legal entity only. Fonts cannot be shared across entities. Installation or use of the fonts without a valid license is strictly forbidden.

Copyright and general principles

The Licensor retains full rights and ownership to intellectual property of the fonts both as artwork and software. The Licensee acknowledges that this Agreement does not grant him any intellectual property rights in the fonts.

The Licensor represents and warrants that it has the right to grant licenses to use the fonts it provides, and that use in compliance with this agreement will not infringe any third party intellectual property rights. Further, Licensor represents and warrants that the fonts are original creative works, and are not derivative work infringing any third party rights.

The Licensee agrees not to decompile, modify, reformat, translate, reverse engineer the fonts, or otherwise discover its source code. Fonts may not be copied, duplicated, rented, leased, sublicensed or lent to a third party. Except where allowed by these terms, fonts may not be uploaded. The Licensee is granted permission to make copies for backup purposes. These backup copies must be reasonably protected from public access. The Licensee will not make or encourage third parties to make derivative or modified versions of the font.

Licensing Options

Fatype Sàrl grants the Licensee the right to use the fonts according to the option and numerical limits set in the purchased license/invoice. In case of doubt, or if you think the terms prevent reasonable usage, please contact us.

Branding:

Granted to the Client. The Licensor grants the Client a “Branding” license to use the fonts for all internal and public-facing communications. This license replaces the traditional media- and usage-based licenses (“Desktop,” “Web,” “Mobile Apps”, etc.) and their multiple metrics, with just one metric to keep track of: Employee count. All branding media is therefore covered, without limits on number of computers, users, prints, copies, websites, domains, web traffic or web views, followers/subscribers, media buys, etc.

Specifically authorized uses include:

- Installation and use on computers
- Use in design, publishing, and office suites software to produce documents, images, videos, PDF files, etc.
- Websites, by self-hosting the webfonts
- Books, magazines, booklets, packaging, and all printed matters
- Logotypes
- Registering trademarks for logotypes, wordmarks, monograms, etc.
- Mobile Apps and eBooks/eMagazines embedding
- Social media
- Developing and maintaining large scale visual identities
- Marketing and advertising campaigns including: (Digital) Out-of-Home, Web, TV, Cinema, Social Media, Streaming, etc.
- Signage, interior decoration, wall-art, etc.
- Team use on web- or cloud-based design applications (Figma, Canva), as long as all users are covered by a Branding or Brand Partner license.

The Branding Licensee warrants that the numbers provided to Licensor are accurate and truthful. The scope and validity of this Branding license is determined by the Company Size defined as the Employee count on the invoice. Licensee may select a higher tier of employees to cover expected growth.

Fonts may be used by the Licensee and his employees only. The Licensee must be the owner of the websites where the webfonts are used. The Licensee must register the URL of the main website in his Fatype account

By default, the Branding license includes one Brand Partner license, to be issued to an agency, freelance designer, or a third party needing to use the fonts on behalf of the Branding license owner. Additional Brand Partners can be selected at purchase or purchased later. The Licensee can invite Brand Partners directly via his online account, to whom Fatype will then issue a license and send the fonts.

The Licensee can authorize one Designer to purchase and manage Branding and Brand Partner licensing on his behalf. The Licensee is responsible for the proper licensing by the Designer. It will verify the issued Branding license to ensure that accurate and truthful information have been selected at purchase. The Licensee is

also responsible to ensure that, over time, licensing remains up-to-date with the actual employee count. The Licensee may ask the Licensor for a yearly reminder to verify employee count, or will be responsible to verify yearly and notify the Licensor of any increase automatically.

Web and app users, required solely to price the license at purchase, is calculated as the total number of web and mobile users per month at the moment the license is purchased, measured as the average of the last three complete months. Social media followers is determined as the highest number of followers/subscribers on social media platforms used by the Licensee.

If the Branding Licensee's Company Size grows beyond the licensed employees number, the Licensee must purchase an appropriate upgrade within one-year. A 20% discount for advance/expected growth of Company Size is available upon request.

If the upgrade is not purchased within the one-year period, this license shall be automatically suspended and any further use of the fonts is strictly prohibited. If the Licensee uses the fonts during suspension, they shall be liable for retroactive unauthorized use fees. These fees are calculated as a multiplier of the upgrade fee, based on the time elapsed between the date of suspension and the date the unauthorized use is discovered or ceased: Up to three years: fees multiplied by two. More than three years and up to ten years: fees multiplied by four. More than ten years: fees multiplied by six.

Upon request by the Licensor, Licensee agrees to provide accurate active employee count within 15 days. In case of doubt, upon thirty days prior notice, Licensor or a designated third party may audit Licensee's records to verify the employee count and compliance with this Agreement. Any such audit shall be conducted during regular business hours, and subject to reasonable confidentiality obligations. Licensor shall bear the costs of the audit; however, if the audit reveals that the Licensee has underreported its employee count by twenty percent or more, Licensee shall reimburse Licensor for all reasonable costs and expenses of the audit.

Brand Partner:

Granted to the Designer. To a Designer commissioned by the Client, the Licensor grants said Designer a "Brand Partner" license to use the fonts strictly for the purpose of creating and providing assets for the Client, and to present the work produced for the Client in his portfolio, website, social media etc.

Font use by the Designer is not limited to specific numbers of computers, users, prints, copies, follower/subscriber counts, media buys or other metrics. The fonts may be used by the Licensee and his employees only, and solely in service of the Client.

Restrictions

Any use of the fonts beyond the terms and media covered herein is strictly forbidden and requires additional licensing. If you are interested in purchasing additional licensing, or in case of doubt, please contact us with details regarding the project.

Specifically restricted uses include:

- Broadcasting in television, film, cinemas, streaming services or (S)VOD
- Letter-shaped non-branding merchandising. (e.g.: T-Shirts with a giant glyph)
- Automated design tools on websites, apps or software allowing third parties to

create assets with the fonts.

- Embedding in OEM, Desktop software, video games, Software as a service server, etc. (see specific chapter)
- Political and lobbying use is strictly forbidden without written autorisation.
- Weapons, defense and military industry is strictly forbidden.
- Training Artificial Intelligence with our fonts or uploading our fonts in AI in any way is strictly forbidden.

To license the fonts for restricted or non-authorized uses, please contact us.

Embedding

Embedding, linking or inclusion in any form of our fonts in hardware or software other than PDF documents, websites, mobile apps or ebooks, is strictly forbidden. This restriction includes but is not limited to: video games, OEM products, server-side applications, online document production, smart devices, or hardware displays. Contact us for an embedding license.

Warranty & Liability

Within a period of one (1) month upon purchase, fonts may be repaired or replaced. Fonts may not be returned. No refund will be made unless the fonts do not perform as promised and Fatype Sàrl is unable to provide a repaired or corrected version. The Licensor makes no warranty to replace fonts free of charge should technological changes render the purchased fonts unusable. The Licensor makes no other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Licensor shall in no event be liable for any direct, indirect, consequential, or incidental damages arising out of the use or inability to use the product. The liability of the Licensor for claims arising out of or relating to this Agreement shall be limited to the total fees actually paid by the Licensee to the Licensor for the fonts giving rise to the claims.

Infringement or Violation

Any willful misrepresentation of Employee count or failure to cure a suspended license shall be considered a material breach and will result in the immediate termination of this agreement. In the event of termination, the Licensee must immediately remove all copies of the fonts from all systems and provide written certification to the Licensor that no copies remain in the Licensee's possession or on the Licensee's websites and mobile applications. The Licensor reserves all rights and remedies available at law and in equity regarding any such breach.

Jurisdiction

This agreement will be governed by the laws of Switzerland. Disputes will be resolved in the courts of Neuchâtel, Switzerland. This Agreement contains the entire understanding between the parties. No amendment to this License Agreement shall be effective unless it is in writing and executed by both parties.

You acknowledge that you have read, understood and agreed to be bound by the terms of this license, and that your agreement or consent will be legally binding and enforceable.

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