



This End User License Agreement (“EULA”) is an agreement between you (the Licensee), and the Crescenzi Design Corporation (d.b.a. Crescenzi Type). This Agreement governs the terms of use of the Font Software and the design of the Fonts embodied therein (collectively, “Fonts”).

If you are purchasing the Fonts on behalf of an organization then “you” means that organization. If you are an organization, this license allows use by your employees and subcontractors. An organization user is responsible for violations of this license by its employees and subcontractors.

By downloading, installing, uploading, sending, using, receiving, or handling Fonts you accept the terms of this license, but the rights do not transfer to you until Crescenzi Type receives full payment of the license fee.

→ 1. Intellectual Property & Copyright

Crescenzi Type owns the Fonts. You may only use the Fonts as provided in this license. Except for the rights granted in this license, all other rights are retained by Crescenzi Type.

→ 2. Licensee

The Licensee of this license should be the end user of any work incorporating the Fonts. For example, if an agency, studio, or designer (collectively, “Creator”) creates material for a client that utilizes the Fonts, the client should own the license for the Fonts (not the Creator). The license should reflect the size of the client’s company, not the Creator’s company. However, a Creator may be the license holder if Creator uses the Fonts for its own branding or commercial work.

→ 3. Company Size & Subcontractors

All licenses are for use within a singular organization or entity (a “Company”). Crescenzi Type Fonts are licensed by the total number of people working full-time and part-time for your Company (also referred to as the “size” of your Company), including owners and board members, regardless of whether they will directly install or use the Fonts.

If your Company size increases after you purchase a license and you are moved into a different licensing tier, you will need to upgrade your license to reflect your current Company size, minus the cost of your previous license. Please contact us at type@crescenzi.co for an upgrade. If you fail to upgrade your license, you will be found in violation of these terms.

All licenses cover the use of subcontractors (outside designers, developers, etc.). However, subcontractors are only permitted to use the Fonts to provide services to your Company. Subcontractors may not use the Fonts for any other project or Company. It the Licensee’s responsibility to ensure all license restrictions, extents and limitations are communicated to employees and subcontractors. The License is not transferrable between organizations.

You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third-parties. If you discover any unauthorized access or use by an unlicensed third party, you agree to notify Crescenzi Type immediately.

→ 4. License Grant

Upon payment in full, Crescenzi Type grants you a non-exclusive, non-transferable, non-assignable license to use the Fonts. Under this license you are a licensed user, not an owner of the Fonts.

The Crescenzi Type License covers the following uses:

Print Use: You can use the Font within an unlimited number of printed elements such as books, magazines, leaflets, posters, packaging, signage.

Web Use: You can use the Font within one unique web domain per license (and any of its sub-domains).

Social Media Use: You can use the Font on the Licensee's social media accounts.

Logo Use: You can use the Font for the realization of any logotype for and within the Company.

Software Embedding: You can embed the Font within a piece of software, such as an application, video game, or e-book, if owned and developed by the Company, (collectively "an App") as follows:

You are allowed to distribute the Font as an embedded file within the App and distribute copies of the App with the embedded Font. The embedding technology shall exclude the App end-user direct access to the embedded Font to prevent it from being downloaded for any other use than within the App.

Hardware Embedding: You can embed the Font within a piece of hardware, such as a smart object, screen, phone, car, if owned and developed by the Company (collectively "Hardware") as follows:

You are allowed to distribute the Fonts as an embedded file within the Hardware and distribute copies of the Hardware with the embedded Font. The embedding technology shall exclude the Hardware end-user direct access to the embedded Fonts to prevent it from being downloaded for any other use than within the Hardware.

Merchandising: You can use the Font to manufacture, print, emboss, and engrave commercial and promotional merchandise (i.e., apparel, accessories, packaging, objects).

Broadcast/Video Use: You can use the Font within video or film work for broadcast, theater, and streaming.

→ 5. Restrictions

You may not decompile, reverse engineer, disassemble, modify, convert, or rename the Fonts.

You may not re-sell the Font's characters and glyphs as products, including but not limited to stencils, stamps, lead type, phototype, wood type and more. Editable / live text within the user interface of digital applications is permitted, so long as the output of the application is not a physical product (e.g. made-to-order t-shirts). If you want to do this, or any other usage not

covered above, please contact us at type@crescenzi.co for a bespoke license.

You are permitted to convert text into vector paths (e.g. outlining text in illustrator) and edit those vector paths, but you are not permitted to make modifications to the Fonts.

Crescenzi Type also requires the Font Software not be used for illegal purposes or purposes promoting the hatred of or violence against people based on race, color, religion, sex, national origin, physical or mental disability, sexual orientation and/or gender orientation. What constitutes violation is the sole discretion of Crescenzi Type.

6. Term and Termination

This license remains in effect until terminated. If you use the Fonts beyond the permitted use, your rights under this license will automatically terminate. You may terminate this license by sending Crescenzi Type written notice that you wish to terminate. If you terminate this license, your license fee is not refundable.

If this license is terminated, you must delete all copies of the Fonts (including embedded copies and archival backups). At Crescenzi Type's request, you must certify that you have deleted the Fonts.

7. Publicity Rights

From the moment the use of a license is made public by you, Crescenzi Type is entitled to use your Company's name and trademarks, and images and videos of the use, for Crescenzi Type's marketing and portfolio purposes. If you do not wish to grant this right, you can indicate so by informing Crescenzi Type via email at type@crescenzi.co within 30 days of purchase.

8. Limited Liability

The Font Software is provided as-is. Under no circumstance does Crescenzi Type take responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a result of installation or use of the Font Software.

Crescenzi Type does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Font Software rests upon the Licensee.

Crescenzi Type does not warrant that the functions contained in the Font Software will meet your requirements. Crescenzi Type cannot be held responsible for damage caused or supported by the Licensee and/or third parties resulting from a misuse of the Font Software.

Due to the ever-evolving and changing nature of technology we cannot confirm the Font Software will work on every platform. We cannot promise the software is error free.

9. Variable Fonts

Some Crescenzi Type fonts may include a variable font version. Variable fonts are an emerging technology and are not fully supported in all environments, and their performance can vary

depending on the context. Crescenzi Type makes no guarantee variable fonts will function. Converting variable font instances into new static font files is prohibited.

10. Updates & Technical Support

Crescenzi Type is not obligated to provide upgrades or updates of the Fonts. If upgrades and updates are offered, they may be subject to a new license, which may have new terms and fees. Crescenzi Type may notify the public of upgrades and updates. If you provide proof of your current license, we will provide you with the applicable upgrades and updates. Crescenzi Type does not provide technical support.

11. Jurisdiction

This license can only be changed if you and Crescenzi Type both agree in writing. The exclusive venue for resolving disputes regarding the Fonts is the courts located in the State of New York in the United States of America.