

# Bastardo Grotesk

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## 0. TERMINOLOGY

The following list is intended to introduce and clarify specific terms used through-out this EULA.

– EULA = End User License Agreement

– FONT(S) = Digital files containing typeface software. They are organised in weights, widths, and styles that in combination constitute a Typeface.

– TYPEFACE = Collection of FONT(S), that are formally related to one another.

– LICENSE = The permission to use a FONT(S) on a specific medium.

– LICENCE OWNER/LICENSEE (Hereafter LICENCE OWNER) = The legal entity that paid for the Licence and commissions the design work in which the Font is used.

– COMPANY SIZE = Total amount of employees working for the company/ organisation of the LICENCE OWNER.

– LICENCE TIER = Size of Licence, determined by LICENCE OWNER's company size.

– DESIGNER/AGENCY/STUDIO (Hereafter DESIGNER) = The entity that provides the design service to the LICENCE OWNER.

– SUBCONTRACTOR = Third party using the FONT(S) on behalf of the License Owner. Designers are Subcontractor of the LICENCE OWNER.

– GB = Giulia Boggio.

## 1. LICENCE AGREEMENT

By downloading and/or installing the Font Software, you confirm to have read and understood the terms and conditions of this Agreement and to expressly agree with them without reservation. Font software shall mean the software developed and produced by GB which, when used with the appropriate hardware and software, allows the generation of the typographic characters (hereafter "Font(s)") available on GB's website.

Acquiring a License from GB grants the License Owner the right to use specified Font(s) as part of designed content produced and published under the name of, or on the behalf of, the License Owner, and on specified types of media. The design work might be produced by the License Owner or a Designer on behalf of the License Owner.

By obtaining a License, the License Owner does not purchase the copyright of the design or any other part of the Font(s), other than the non-exclusive, non-transferable right to use the Font(s) for the use cases specified in this agreement, according to the License Owner's provided specifications. All other use cases other than the specified ones require an additional License. By downloading and/or installing the Font Software, you confirm to have understood this terms and conditions and agree with them.

## 1.1 BUYING AND OWNING A LICENCE

– GB believes that the Font Licence should be owned and paid by the legal entity for which the Font(s) are being used. This means a Designer may purchase a Typeface Licence on behalf of a Client, but Client has to be the owner of that License. With this in mind, a Designer can be the facilitator, the purchaser, or the user of a Font Licence.

– A Designer can not purchase Font Licence on behalf of one client and use it for another one. Different entities commissioning a Designer must hold their own, separate Font Licences according to the specific use cases.

– Font Licences are only valid within the organisation of the Licence Owner and one initial Subcontractor working for the Licence Owner.

## 1.2. PRICING

– All Font Licences purchased in the GB online shop come with a one-time fee.

– Prices are in GBP and include Tax.

## 1.3. UPGRADING LICENCES

– All Font Licences purchased in the GB online shop have to be upgraded once the company size or the number of followers exceed the previously selected Licence Size (going from XS to S, from S to M, from M to L, from L to XL). If the Licence Size XL is exceeded a customised quote has to be requested via mail.

– If an UNLIMITED LICENSE was purchased no upgrades are needed.

## 2. STANDARD LICENCES

The Font(s) can be purchased by choosing the specific licenses depending on the intended use in Basic, Print, Web, or digital Products/ Apps. The purchased Font Licences can be issued for one or several of the specified following purposes as defined in the Order:

### 2.1. WEB

### 2.2. SOCIAL MEDIA & BROADCAST

### 2.3. PRINT (DESKTOP)

### 2.4. APP/DIGITAL PRODUCT

### 2.5. BASIC LICENSE

### 2.6. TRIALS

## 2.1. WEB LICENSE

– The WEB LICENSE allows the use of the licence Font on a website.

– The WEB LICENSE is priced per website title(s) (URL). A separate WEB LICENSE has to be purchased for each URL.

– The Font(s) for a WEB LICENSE are provided in WOFF format and must be self-hosted on the

Licence Owners server(s).

## 2.2. SOCIAL MEDIA & BROADCAST LICENSE

– The SOCIAL MEDIA & BROADCAST LICENSE allows fonts to be used on social media and broadcasting platforms such as Instagram, TikTok, Twitter, Youtube, Pinterest, Spotify, TV, cinema, and on streaming platforms.

– The SOCIAL MEDIA & BROADCAST LICENSE can be purchased as a standalone license if all design assets are designed to live on online platforms ONLY. If the assets are part of a branding system or include printed material, you must purchase an additional DESKTOP or LOGOMARK LICENSE.

## 2.3. PRINT LICENSE (DESKTOP)

– The PRINT LICENSE allows the installation of Font(s) on a desktop machine in order to design images and documents for print and screen.

– Each station will require a license

– When embedded in production files, a copy of the Font(s) may be shared with prepress and printing entities.

– The Font(s) must not be modified under any circumstances.

– The Font(s) may be embedded into public PDF files with protected encoding.

– The Font(s) purchased with a PRINT LICENSE must not be used to generate Web Font(s).

– The Font(s) for a PRINT LICENSE are provided in OTF and TTF format.

## 2.4. APP AND DIGITAL PRODUCT LICENSE

– The App/Digital Product/eBook Licence allows to embed the Font(s) in a Mobile App, Digital Product or eBook.

– Each Font coming with one App/Digital Product/ eBook Licence may be embedded one Mobile App, Digital Product or eBook. For each additional Mobile App, Digital Product

or eBook an additional Licence has to be purchased.

– The Font(s) purchased with a Print Licence must not be used to generate Web Font(s).

– The Font(s) for App/Digital Product/eBook Licence are provided in OTF format.

## 2.5. BASIC LICENSE

– The BASIC licence allows the use of the Font(s) as part of design assets created for personal, educational and non-profit projects.

– This licence includes the use of the Font(s) in printed material, logomark, videos and images that are shared on Social Media, Broadcasting and Web use.

– This licence only covers the License Owner (project, organization etc.) for which the Font(s) is purchased.

## 2.6. TRIAL FONT LICENSE

– Trial Font(s) are for free

– Trial Font(s) may be installed on an unlimited number of work stations for an unlimited time.

– Trial Font(s) must be used for test purpose(s) or by students for student non-commercial projects and presentations (Hey you! Go to Section 12 for all student uses!)

## 3. SPECIAL LICENCESES

Some of the Special Licences can not be purchased directly via our website. To purchase one of the following licences please get in touch with GB via mail.

### 3.1. EXCLUSIVE

### 3.2. UNLIMITED

### 3.3. LOGO/WORD MARK

#### 3.1. EXCLUSIVE LICENSE

– The EXCLUSIVE LICENSE is unlimited and unrestricted (terms & conditions will be agreed between parties).

– The EXCLUSIVE LICENSE can be time limited (eg. 1 year exclusive) or unlimited in time.

– The EXCLUSIVE LICENSE is not retroactive, this meaning every Legal License Owner who might have purchased a valid license prior to this is still allowed to use their Font(s).

The exclusivity period will start upon the parties signing a contract and will continue until the legal end of that contract.

GB retains the right to refuse to sell an EXCLUSIVE LICENSE.

#### 3.2. UNLIMITED LICENSE

– The UNLIMITED LICENSE is unlimited, unrestricted, and valid in perpetuity.

The License will need to be upgraded if company size increases into the next tier. This license is NOT exclusive.

– The UNLIMITED LICENSE will be priced by company size:

XS = < 30 employees  
S = 30 – 70 employees  
M = 70 – 150 employees  
L = 150 – 400 employees  
XL = 400+ employees

It may include and allow for:

– Unlimited Font installations on unlimited desktop computers within a Company Size of unlimited size

– Unlimited use of Font(s) on printed advertising campaigns, pos, ooh, ads, billboards, etc

– Unlimited use of Font(s) on printed packaging or products

– Unlimited embedding of Font(s) into company's social media accounts

– Unlimited embedding of Font(s) into pdfs or e-Books

– Use of Font(s) for short video clips circulating online (social media)

– Storing of the Font(s) on a server for company-internal distribution

– The Subcontractor Add-on for sharing Font(s) with subcontractors

– The price is defined by total range of use case media and the number Font styles.

– It forms a tailored "care-free package" for a one time fee.

– Font(s) are provided in OTF, WOFF formats. – Please request your Unlimited Licence quote via mail.

#### 3.3. LOGO WORD MARK LICENSE

– The LOGO/WORD MARK LICENSE allows the use of the Font in the logo or word mark of the License Owner's company, therefore an additional fee to the general licensing fee(s) applies.

– The LOGO/WORD MARK LICENSE must be purchased as an Add-On to the PRINT/DESKTOP LICENSE.

– Please request any more information about your LOGO/WORD MARK LICENSE quote via mail.

#### 4. GENERAL LIMITATIONS AND PERMISSIONS

– All Font(s) created by GB, including Custom Typefaces, and all their constituents must not be amended, regenerated, or reformatted in any way. Any rights, including but not limited to copyrights, intellectual property and trademarks, remain with GB.

#### 4.1. MODIFICATION AND EXPANSIONS

– Any expansion or derivatives of Fonts created by GB must be authorised by GB.

– You can request a Font(s) modification or customization.

– Any editing work needs to be performed or approved by GB.

#### 4.2. CONFIDENTIALITY

– The Licensee is obliged to undertake all steps to prevent unauthorised access to the fonts and its cop-ies.

– All Font(s) provided must be used and stored offline only and must not be uploaded onto online storage platforms (such as GitHub) or could hosed web services.

– If the Licensee grants employees or representatives access to the font software, the Licensee is re-quired to inform them of this EULA.

#### 4.3. RE-SELLING OF FONTS

– Fonts cannot be purchased for the purpose of resale; the licence is non-transferrable and legally binding between GB and the end user.

– All Font(s) created by GB, including Custom Typefaces, and all their constituents must not be resold, lent, rented, distributed, or traded in any way to third parties.

#### 4.4. POLITICAL OR RELIGIOUS USE

– Any use of the fonts in a political or religious context requires a written consent by GB.

#### 4.5. SELF MARKETING

– For self marketing reasons only, GB is allowed to use image or video content produced by the Licensee depicting the licensed Font for the GB portfolio, GB deck, GB website, design blogs and social media account once made public by the License Owner.

– These uses will be agreed with the License Owner in the Contract phase.

#### 5. LIMITED WARRANTY EXCLUDED LIABILITY

– GB warranty is strictly limited to the replacement of the Font Software in case it does not perform substantially in accordance with the installation information or if errors in the original Font(s) file are noticed. To submit a claim, you must notify GB via email. All other rights and remedies are excluded. GB will amend the Font(s) within 7 working days unless differently agreed between parties.

– GB does not make any other representation or warranty, express or implied, pertaining to the subject matter of this Agreement, in particular non-infringement of third parties rights and title, merchantability, fitness of the font software or the licensed fonts for any particular purpose or result you may have intended to obtain by using the font software or the use of GBs website.

– GB is not responsible and has no obligation to assist you for any installation or utilisation problem of the font software and the licensed fonts on any licensed units, computer, software, document, website or any other platform or media, past, present and future, for any IT testing, installation and support and for any metrics or kerning issues.

– The Client Owner is welcomed to request a free Font(s) upgrade to replace the font software or the licensed fonts with newer published version(s).

– GB shall only be liable for any damage according to the following provisions.

GB shall be liable according to the legal provisions for damages arising from any deliberate or grossly negligent breach of duty as well as fraudulent intent by GB, its legal representatives or its vicarious agents. GB's liability arising from culpable, i.e. at least negligent but not deliberate or grossly negligent breach of a material contractual obligation whose fulfilment is essential for the proper performance of this EULA and on whose proper fulfilment you may rely (material duty) shall be limited to the typical foreseeable damage. Further reaching liability claims by you against GB do not exist, i.e. irrespective of the legal nature of the claims asserted against GB. These limitations of liability shall also apply to the assertion of claims by you against GB's employees and vicarious agents.

#### 6. COPYRIGHT

– The information and materials made available through the website are and shall remain the property of GB, its subsidiaries, affiliates and licensors and are protected by copyright, trademark, patent, and/or rights and laws. You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based (whether in whole or in part) of, the website or any information from this website, in whole or in part, without the express prior written authorisation from GB.

#### 7. VALUE ADDED TAX

– All payments on GB are processed in the UK. VAT shall be considered to be included in the pricing unless specified.

#### 8. PAYMENT METHODS

– Payment can be processed through PayPal for all License(s) under £300

– For custom offers / quotes, invoices should be paid via bank transfer or Wise.

#### 9. CANCELLATION

– Once a font has been purchased it cannot be returned or exchanged.

Should you encounter a problem with your purchased fonts, contact GB by email.

#### 10. UPDATES

– GB retains the right to modify, update, improve the contents of the Font(s) at any time.

– The Client Owner is welcomed to request a free Font(s) upgrade to replace the font software or the licensed fonts with newer published version(s).

#### 11. FINAL PROVISIONS

– This EULA represents the complete agreement between the parties; all verbal communications and prior communications regarding the application of the licensed font(s) are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to GB.

– This license agreement cannot be amended without written permission of GB.

– All disputes arising from this agreement are exclusive subject of UK law.

– The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

– This agreement is not governed by the "United Nations Convention on Contracts for the International Sale of Goods."

#### 12. STUDENTS

I hope to link up with design universities & students and provide a package of my type work in the form of full glyphset files that students can access and use for their uni projects. I would love you to share these with other students, install them on faculty machines etc... If anyone wants to share what they do with them, drop me a @ :))

Email me or have your professor to get in touch!