

LICENSING TERMS

Dinamo GmbH
Riehenstrasse 90, 4058 Basel, Switzerland
End User License Agreement
Version 2.15

INTRODUCTION

Here at Dinamo we have a slightly different approach to font licensing from what you might be used to. We believe that font licenses should be owned and paid for by the client for whom the fonts are being used — not by the designers working for them — and that the value brought by fonts grows with the size of the client. With these two principles in mind, we base our prices on the total number of people working for the client — not the size of the design agency they hire, not the number of people in their design department, and not the number of people who use the fonts. You can read more about our philosophy [here](#).

COMPANY SIZE: ONE METRIC TO RULE THEM ALL

The company size of the client is the only metric you need to know in order to license fonts. You don't have to gather any information about their web traffic, app downloads, etc.

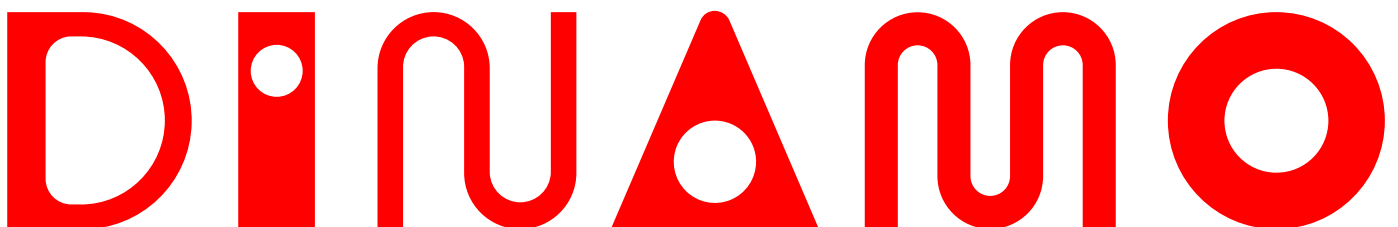
CLIENT = LICENSE OWNER

So how does this work? Let's sketch it out: imagine a designer is using our fonts to design some stuff for their client, Brand Company. The license price is based on Brand Company's "Company Size", which is the total number of people working for them. In this contract, Brand Company is the "License Owner" and the designer is a "Subcontractor" doing work for the License Owner. Whoever did the clicking, typing, paying, etc. to license the fonts is the "Buyer". This means that if the Buyer is a designer who is using our fonts for a few clients, each of those clients needs to have their own license where they are the License Owner and the designer is a Subcontractor.

All this terminology can get a bit confusing, so in order to keep things simple, we'll sometimes refer to the Buyer, the License Owner, and any Subcontractors interchangeably as "you". "You" might, for example, be the Buyer and License Owner but not a Subcontractor, or "you" might be the Buyer and a Subcontractor but not the License Owner.

CONTRACT & GRANT OF RIGHTS

This contract governs all use of our fonts. If you download, install, upload, send, use, or otherwise handle our fonts then you agree to the terms of this contract. As long as we've received full payment of all fees and the License Owner, any Subcontractors, and the Buyer have all agreed to abide by the terms of this contract and to be directly liable to us for doing so, we grant the License Owner a non-exclusive, non-transferable, non-assignable license to use the fonts for the purposes allowed by this contract. We'll deliver the fonts once we receive full payment. We retain ownership of the fonts and everything that's in them. Any rights that are not specifically given by us in this contract are reserved.



SUBCONTRACTORS

All font licenses automatically come with one Subcontractor. This means the License Owner can allow one third party (like one outside designer, developer, producer, marketing person, etc.) to use the fonts on their behalf. However if you buy a Subcontractor add-on (which you can do by checking the “Will font files be shared with third parties?” box when you buy your license), then the License Owner can allow multiple third parties to use the fonts on their behalf.

TYPES OF LICENSES

Fonts get used in many ways and in different kinds of media, so we offer a bunch of different types of licenses. The kind of license you bought is shown on your invoice. You'll need to buy a license upgrade if the License Owner grows beyond the Company Size in the License Metrics section of your invoice. Aside from that, the license fees are one-time fees. There are no subscription fees.

By the way, if monitoring your growth and purchasing license upgrades is something you'd rather not be bothered with, maybe you ought to consider getting an unlimited license.

UNLIMITED LICENSE

An unlimited license (aka an enterprise license or corporate license) is a license that covers all types of media (i.e., desktop/print, logo/wordmark, social media, web, app/game, video) and has no limit on Company Size. Bigger companies and companies with fast growth ambitions often feel more comfortable with this. Please send us an e-mail at licensing@abcdinamo.com.

DESKTOP/PRINT LICENSE

With a desktop/print license you can install the fonts on all of your devices and use them to create printed and digital documents, objects, merchandise, signage, and similar things for one brand. As long as fewer than 50 people work for the License Owner, a desktop/print license also includes a logo/wordmark license. As long as fewer than 3 people work for the License Owner, a desktop/print license also includes a social media license and a video license.

LOGO/WORDMARK LICENSE

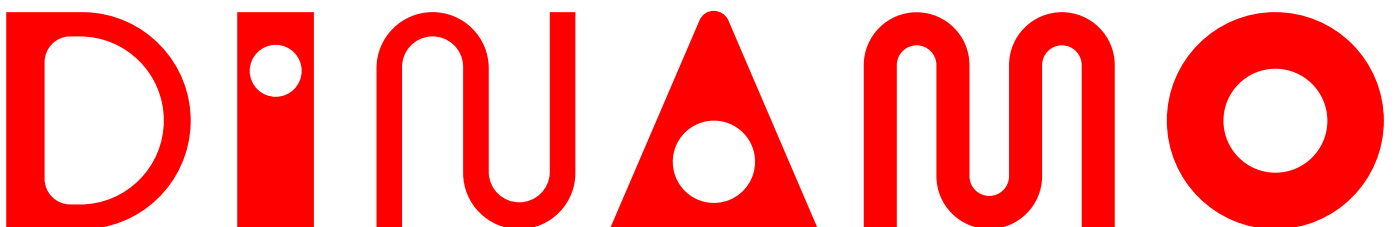
With a logo/wordmark license you can use the fonts to create a logo or wordmark for one brand. If you want to do it for another brand you'll need to buy another license. You can use that logo or wordmark everywhere (including in print, on social media, in videos, etc.). And yes, of course you can convert the font to outlines in design software and edit those outlines when you design a logo :)

SOCIAL MEDIA LICENSE

With a social media license you can use the fonts to create social media assets for one brand to use on social media channels (like Instagram, Snapchat, Facebook, and TikTok). If you're making video content for social media then you'll also need to buy a video license.

WEB LICENSE

With a web license you can use the fonts on one web domain with the @font-face CSS method. There's no limit to the amount of web traffic, but if you want to use the fonts on another domain you'll have to buy another separate web license. You can only use the WOFF and WOFF2 files that we gave you (not desktop fonts like OTF).



APP/GAME LICENSE

With an app/game license, you can embed the fonts into one app (which could be a mobile app, web app, digital point of sale system, etc.) or game. If you want to use them for another app or game you'll need to buy another separate app/game license.

VIDEO LICENSE

With a video license, you can use the fonts to make content that has animated or moving images. This is the license you need if you're making video content for stuff like YouTube, Netflix, television, movies, commercials, and video billboards. If you're making video content for social media then you'll need both a video license and a social media license.

TRIAL LICENSE

A trial license, which is free, allows you to use our trial fonts to decide if you want to buy a license. If you're a designer, you can also use trial fonts to pitch design directions to your clients.

STUDENT LICENSE

A student license allows you to use the fonts for personal projects during your studies, but not for client work. For example, a student desktop/print license allows you to design a poster for your typography class and design t-shirts to sell at your gigs, but if you design a t-shirt for a client then your client needs to buy a license. After you finish your studies, you can keep using the fonts for the personal projects that started when you were a student until your Company Size increases.

STUDENT FONT PACK

Our student font pack is a discounted student license for many fonts that covers all types of media (i.e., desktop/print, logo/wordmark, social media, web, app/game, video).

RESTRICTIONS

Now that you know all the things you **can** do with our fonts, here are some things you **can't** do:

- × Use the fonts in a political or religious context without getting our permission
- × Use the fonts to promote violence or discrimination
- × Convert the fonts to different formats
- × Modify, reverse engineer, decompile or disassemble fonts
- × Make derivative works based on the fonts
- × Personalize font names in a way that violates someone else's rights
- × Embed the fonts in a way that end users can access them
- × Give the fonts to anyone without a copy of this contract
- × Use the fonts for a non-fungible token (aka an NFT) without getting our permission
- × Put the fonts on public servers
- × Put the fonts in public repositories

WE ENJOY SHARING HOW OUR FONTS GET USED

We get excited when people make great things with our fonts and we love to share it with the world. This means we might post it on social media, have it on our website (like [here](#) for example), put it in books, magazines, lectures, case studies, etc., and let third parties (like design magazine publishers) do the same.

D I N A M O

IMPORTANT LEGAL STUFF

TERMINATION

If you breach this contract then all of your rights automatically end and you have to stop using the fonts. In addition to any legal recourse we have, you'll need to pay for any costs we incur, like legal fees, investigation costs, and legal settlements.

WARRANTIES, REPRESENTATIONS, INDEMNIFICATION & LIABILITY

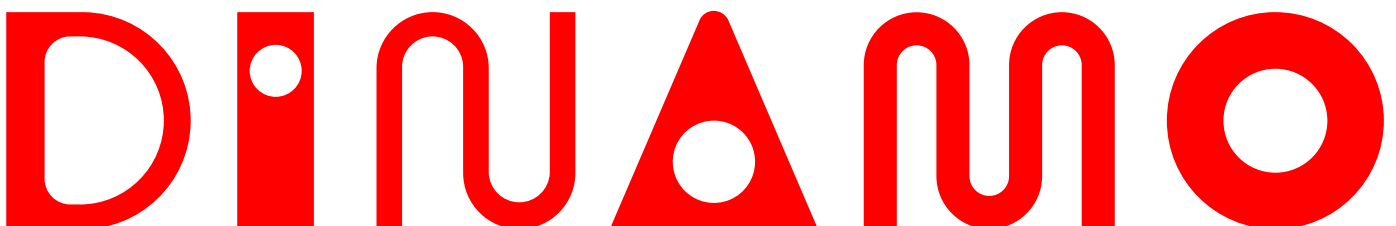
We provide fonts on an “as-is” basis, without any express or implied warranties or representations like warranties of fitness for a particular purpose, merchantability, performance, non-infringement, etc. If anything bad or burdensome (like a legal claim, lawsuit, injury, etc.) happens that somehow involves us or the fonts, you'll defend us and make sure the bad or burdensome thing doesn't cost us anything or damage us. You agree that we are not liable, even if it was caused by us, the fonts, or the use of the fonts. If it ever turns out that we are actually liable (for example if some authority like a judge or court insists and we are legally required to listen), our liability will never be more than a refund of the license fee we received. The rest will be on you. We produce fonts using modern technology and test them thoroughly, but we can't promise they'll work perfectly on all old systems or with all cutting edge technologies. Please do send us an e-mail at licensing@abcdinamo.com if you're having a problem.

MISCELLANEOUS

This contract contains the entire agreement between us and overrides any prior agreements or discussions. It can only be modified if we agree in writing. If something in this contract turns out to be unenforceable, the rest remains and the unenforceable part will be replaced by the closest possible thing that is enforceable. If we waive a right or allow something once, that doesn't mean we'll do it again. This contract is governed by Swiss law with exclusive jurisdiction in Basel, Switzerland. Any legal proceedings or disputes will take place in Basel. Neither the “United Nations Convention on Contracts for the International Sale of Goods” nor the “United Nations Convention on the Law applicable to International Sales of Goods” apply to this contract. Nor do any conflict of law principles. You are responsible for taxes that accrue in your country, including any withholding taxes. We won't have to pay them and they won't be deducted from your payments to us.

THAT'S ALL!

You just read a whole EULA, so you deserve a prize! Head on over this way for a free font for personal use: abcdinamo.com/dinamo-loves-me.



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