

## PREAMBLE.

A typeface is software. Though its digital files may only represent a few hundred bytes, they concentrate actual know-how and represent many working hours. Selling these small files – quite simply – allows us to support this art form and contribute to its continuing development.

Be firm in your stance – never lend or share a typeface, even a trial version, not even with your closest friends. Once shared, it's likely to be passed on to others, spreading far beyond your control. What starts as a favor to a friend could quickly extend to their friends, relatives, and even strangers.

Unlike most software, typeface files often lack built-in protection, making it your responsibility to safeguard them. By doing so, you're not only upholding ethical standards but also helping to support typeface designers and their craft. Remember, unauthorized sharing of typefaces, like software, is illegal.

It's essential to ensure that typeface designers are fairly compensated for their work, which relies on accurate and honest information when purchasing their fonts.

Typeface designers  
rely on you  
and trust you.



## NATURE OF THE CONTRACT.

This License Agreement constitutes a legal contract between 205TF and the purchaser or licensee of any typeface acquired from the website [www.205.tf](http://www.205.tf).

This contract is:

- **Non-Exclusive:** 205TF retains all of the rights pertaining to the downloaded typeface;
- **Non-Transferrable:** this contract does not permit the resale or transfer (whether partial or full, free or for a fee, temporary or permanent) of the downloaded typeface. The licensee agrees not to distribute the typeface files in any manner, format, or form;
- **Non-Terminable:** this contract can not be terminated. The purchaser can not request a refund based on the argument that they will no longer make use of the typeface.

• The license holder acknowledges that the typeface is an original creation protected by intellectual property rights. The licensee agrees not to modify the typeface in any way, shape, or form.

• Licenses are strictly non-transferable and cannot be assigned or shared with others (refer to § Partners and License Sharing for details).

• The nature of the license is determined based on the planned or intended use of the typeface. The licensee is responsible for verifying the accuracy of the information provided.

• In the event of any changes or updates to this information, the licensee agrees to update the licenses they have obtained promptly.

• The typefaces available on the 205TF website cannot be used for purposes disapproved by 205TF. Additionally, some uses may require prior authorization.

• Any transfer, whether temporary or permanent, as well as the sharing of the typeface, is strictly prohibited. The license holder agrees not to distribute the transmitted files in any form or by any means.

• The licensee agrees to safeguard the transmitted files from unauthorized copying. Additionally, the licensee is responsible for ensuring that all collaborators and anyone with access to the transmitted files are informed of the terms of this license.

• The licensee can create only one backup copy of the files.

• Warranty details are outlined in the relevant section of this agreement.

• This contract is protected under applicable copyright laws and the French Intellectual Property Code, regardless of the country in which the typeface is used, whether in whole or in part.

• In the event of any breach of this contract, it will be subject to immediate termination.

As a result, anything not explicitly stated in the license is not permitted. If you have any questions or doubts, please don't hesitate to contact us. We are available to provide guidance and review specific usage conditions as necessary.



## Preamble.

## Nature of the Contract.

- A. Protection.
- B. Ownership.
- C. Nature and Extent of Rights.
- D. License Updates.
- E. Special Use Cases.
- F. Partners and License Sharing.
- G. Security: Protecting Typeface Files.
- H. Backup and Archiving.
- I. Warranties.
- J. Control and Unauthorized Use.
- K. Jurisdiction and Governing Law.
- L. Termination.

By downloading or installing a 205TF font, you acknowledge that you have read, understood, and expressly agree to the terms and conditions of this agreement without any reservations.

## A PROTECTION.

• **Like software**, a typeface cannot be installed without first acquiring the appropriate license for its intended use. If you do not hold such a license, you are prohibited from copying or installing the typeface. Violation of these terms will result in the immediate termination of this agreement and may lead to legal action. 205TF actively monitors for compliance.

• **Like music**, a typeface is protected by copyright laws and the French Intellectual Property Code. Even after obtaining a license, these rights remain inalienable, regardless of the country where the typeface is used.

Acquiring a license does not grant ownership of the typeface itself but rather provides authorization to use the typeface in accordance with the terms outlined in the license.

Therefore, **the license holder is strictly prohibited from modifying the acquired files in any way**, shape, or form for any reason using any software. This prohibition includes, but is not limited to, the following actions:

- Converting the files into any other format for use on different operating systems (e.g., generating webfonts from OpenType files). Only 205TF is authorized to produce files in other formats;
- Creating additional weights, italics, or alternative styles;
- Creating, modifying, or removing glyphs;
- Modifying spacing or kerning;
- Altering metadata (Font Info), including font names, designer information, or licensing details.

If you would like to customize a 205TF font, please reach out to us, and we will review your request to provide the best possible response.

## B OWNERSHIP.

A license is nominative and tied to a legal entity (legal person) or an individual.

**The license holder** is the purchaser whose details are provided at the time of purchase from [www.205.tf](http://www.205.tf) (as per the Invoice) unless the details of another legal entity or individual have been specified (the Licensee). Under no circumstances may the license holder (whether an individual or legal entity) transfer the license to another person or business, even without charge.

**The license holder** must be the individual or business responsible for installing the files used in design work. Therefore, any person or entity involved in a project that requires the installation of the 205TF typeface must obtain their own license, adapted to their specific needs.

**For webfonts** (see § Nature and Extent of Rights), both designers and developers must obtain individual licenses unless they are part of the same legal entity.

Conversely, the end client is only required to acquire a license if they directly use the typeface by installing the font files on their network.

## C NATURE AND EXTENT OF RIGHTS.

**The usage rights for a typeface are governed by the specific license obtained:** Trial, Desktop, Web, Mobile App/Ebook, TV/Cinema/Streaming, Logotype, Social Media, Online Advertising, and Student license.

### **Trial License:**

The Trial license is intended exclusively for evaluating a typeface. It grants the user the right to test and explore the typeface for internal, non-commercial purposes only. All other uses, including creating or distributing visuals – whether internal, external, or public – are strictly prohibited.

The Trial license permits the installation and use of the font on a single computer. The trial font files are protected under this agreement in the same manner as commercial versions and cannot, under any circumstances, be redistributed or shared with others by the licensee.

### **A typeface cannot be used without a valid and appropriate license.**

The scope of its use is determined by the specific terms and conditions of the license obtained.

### **Typeface files may not be modified.**

However, adjustments made as part of working with typefaces using CAM or CAD software are permitted within the bounds of the license.



### **Licenses are non-transferable**

They are assigned exclusively to the individual or business that made the purchase or was designated as the licensee at the time of purchase. Once established, this information cannot be altered.

### **The specific needs determine the type of license**

Each license comes with its own set of rules and restrictions regarding usage, and any violations will be subject to legal action. The extent to which a typeface can be installed or used is governed by the level of the license obtained.

By downloading or installing a Trial 205TF font, you agree to the terms of this license agreement, which outlines the conditions and limitations for using the font.

**Desktop License:**

This license grants permission to use a typeface solely for **printed materials**. It does not cover the creation of logotypes (see Logotype License for more information) or the use of the font on social media platforms (refer to Social Media License).

The Desktop License is a foundational license required before purchasing any additional licensing options. This license is perpetual, requiring a single, one-time payment.

Under this license, the typeface can be installed on a specified number of devices (referred to as computers), as determined by the license purchased. All installations must occur at the same physical location. Example: A 1-5 computers license permits installation on up to 5 devices within a local network.

The Desktop License is strictly non-transferable and may not be shared between different companies, organizations, or independent entities. For instance, a graphic designer and their client must each obtain their own separate licenses if both parties need to use the font files.

Please contact us for further assistance if you require installation across multiple locations (e.g., for corporate use).

The standard licensing options are as follows:

- Up to 5 computers;
- Up to 10 computers;
- Up to 20 computers;
- Up to 35 computers;
- Up to 50 computers;
- Up to 100 computers;
- Up to 250 computers;
- Up to 500 computers.

For licenses covering more than 500 computers, please contact us directly.

The Desktop License is issued on a perpetual basis, granting the license holder indefinite usage rights as long as they choose to use it. This license allows the font to be used across multiple projects without restriction.

The license does authorize the creation of PDFs, but it is the license holder's responsibility to implement measures to safeguard the font and prevent the extraction of font files from the PDFs.

The files are provided in .otf format for static fonts, compatible with both Macintosh and Windows platforms (see § Warranties), and in .ttf format for variable fonts. Please note that the use of these files to **generate web fonts is strictly prohibited**.

**Logotype License:**

This additional license grants permission to use a typeface in the creation of a single logotype, wordmark, or any typographic design intended to serve as a brand identifier. The resulting logotype may be used in both raster and vector formats across all media, including physical and digital applications.

The Logotype license is assessed based on the business sector of the company for which the logo is being designed, the company's number of employees, and whether the company was founded less than one year ago. Upon purchasing a Logotype license, the buyer agrees to provide the name of the company or brand for which the logo is being created.

While minor adjustments to the font's pixelated or vectorized outlines are permitted during logo design, **altering the original font files in any way is strictly prohibited** (refer to § Protection for more details).

If you intend to create multiple logos or produce several variations of a logo, please contact us so we can evaluate your needs and adjust the licensing accordingly.

**Web License:**

This additional license permits the use of a typeface on a single website (one URL). For usage across multiple websites (multiple URLs), please contact us.

The Web License is based on the number of unique pages viewed each month (not to be mistaken for the number of unique visitors per month). This license is perpetual and requires only a one-time payment.



The license tiers are as follows:

- Up to 25,000 page views per month;
- Up to 50,000 page views per month;
- Up to 100,000 page views per month;
- Up to 200,000 page views per month;
- Up to 500,000 page views per month;
- Up to 1,000,000 page views per month;
- Up to 5,000,000 page views per month;
- Up to 10,000,000 page views per month;
- Up to 25,000,000 page views per month;
- Up to 50,000,000 page views per month;
- Up to 100,000,000 page views per month.

For websites exceeding 100M page views per month, please contact us directly.

Upon purchasing a Web License, the buyer agrees to provide the domain name where the typeface will be used if known at the time of purchase. If the domain name is not available at the time, the buyer is responsible for submitting this information as soon as possible, either by logging into their client account to update the license or by contacting 205TF via email.

The delivered files include .woff and .woff2 formats for static fonts, and .ttf format for variable fonts. Generating these file formats from .otf files provided with a Desktop License is strictly prohibited.

**The use of any other font format on a website is not allowed.**

Additionally, using static font images on a website requires a Web license.

#### **Social Media License:**

This additional license authorizes the use of a typeface in the creation and publication of visual content—such as images and videos—on social media platforms, including but not limited to Facebook, Instagram, X (formerly Twitter), YouTube, and TikTok. This license applies to both organic posts and paid promotional content.

The licensing terms are determined based on the total number of followers across all social media accounts using the font. Each account's follower count is considered separately when calculating the overall total.

For users with fewer than 10,000 total followers, a standard Desktop license is sufficient for social media use.

The standard licensing options are as follows:

- Up to 10,000 followers: covered by the Desktop License;
- Up to 50,000 followers;
- Up to 100,000 followers;
- Up to 200,000 followers;
- Up to 500,000 followers;
- Up to 1,000,000 followers;
- More than 1,000,000 followers.

#### **Online Advertising License:**

This additional license grants the right to use a typeface to create and publish online advertisements across websites and mobile platforms. This includes banners, pop-ups, floating ads, video ads, HTML5 ads, and email newsletters.

The cost of this license is determined by the maximum number of ad impressions targeted across all campaigns using the typeface.

The standard licensing options are as follows:

- Up to 500,000 impressions;
- Up to 1,000,000 impressions;
- Up to 2,500,000 impressions;
- Up to 5,000,000 impressions;
- Up to 10,000,000 impressions;
- Up to 20,000,000 impressions;
- Up to 25,000,000 impressions;
- More than 25,000,000 impressions.

#### **Mobile Application / Ebook License:**

This additional license covers the use of a typeface in mobile applications or ebooks. The cost is determined based on the total number of applications or ebooks, irrespective of the number of downloads they receive.

The license is not restricted by the number of platforms or devices the application or ebook is developed for (e.g., smartphones, tablets, etc.).

Updating an application or ebook does not require purchasing a new license.

Typeface files are provided in .otf format. **This license is perpetual** and requires only a one-time payment.



**TV/Cinema/Streaming License:**

This additional license covers the use of a typeface in audiovisual productions distributed across various media, including:

- Television (e.g., channel branding, show credits, commercials);
- Cinema (e.g., feature films, trailers, cinema advertisements);
- Online streaming services and video-on-demand (VoD) platforms;
- Physical media containing audiovisual content (e.g., DVDs, Blu-rays).

To use the font in any of these formats, please contact us to review your request and ensure proper usage.

**Student License:**

The 205TF Student License offers a 50% discount on the standard Desktop license. This discounted license is available upon request.

To apply for the Student License, students must provide valid proof of their status, such as a student ID or school certificate, including information verifying their identity and the expiration date of their student status. Applications should be submitted via email to [contact@205.tf](mailto:contact@205.tf). Processing typically takes a few days.

The license remains **valid only while the student status is active**. Once this period ends, students have the option to upgrade to a full license by paying the price difference within six months. If the upgrade is not made within this timeframe, the license will expire, and all font files must be deleted.

The Student License permits the use of the font **exclusively for academic, non-commercial purposes**, such as projects carried out as part of coursework or educational endeavors. Any usage beyond this scope requires a commercial license.

Students are also allowed to showcase their work (e.g., portfolios, personal websites, social media) under the following conditions:

- The font designer must be credited;
- The typeface used must be identified by name;
- The 205TF foundry must be mentioned.

The right to promote completed works remains valid even after the license expires.

The license can be updated at any time. To make updates, the licensee must log in to their customer account.

Certain areas of activity are not permitted to use 205TF typefaces, while others require prior authorization.

**D LICENSE UPDATES.**

The licensee may retrospectively upgrade the scope or level of the license. For example, this could involve increasing the number of installations beyond what the original license allowed or extending usage to the web if only a Desktop License was initially purchased.

To make such updates, the licensee must log into their client account and modify the relevant license accordingly.

Third parties collaborating with a licensee are not allowed to use the typeface unless they obtain their own separate license.

**E SPECIAL USE CASES.**

The use of typefaces sold on the [www.205.tf](http://www.205.tf) website is **strictly prohibited for the dissemination of words or images that are racist, pornographic, or harmful** in any way to an individual or group, regardless of the reason. Additionally, 205TF typefaces may not be used in any form of communication related to the armaments or nuclear industries. However, 205TF actively supports initiatives promoting sustainable energy and conflict resolution.

The use of any typeface purchased from [www.205.tf](http://www.205.tf) for **political messaging or in the branding of political organizations requires prior written approval from 205TF**. Failure to receive a response will be considered a refusal. 205TF reserves the right to decline requests without providing an explanation.



The license holder is responsible for safeguarding the font files from unauthorized copying and distribution.

**F PARTNERS AND LICENSE SHARING.**

The licensee (the purchaser or the individual designated at the time of purchase) is the sole person authorized to use the font. **This license is strictly personal** and cannot be transferred or assigned to any third party.

Subcontractors, freelancers, or other third-party individuals or businesses (such as designers, developers, printers, or publishers) working on a project that requires the installation of the font are not covered by the license held by the client or contracting company. Each party must purchase their own license for any use of the font. **Please note that installing a font without a proper license is strictly prohibited.**

Copies are for backup purposes only. Sharing of files is strictly prohibited.

Additionally, **independent workers collaborating in the same location or connected via a network are not considered a single legal entity**. Each individual using a 205TF typeface must obtain their own separate license.

205TF ensures seamless font functionality across both **Macintosh and Windows** platforms, as well as compatibility with **Adobe and Office** applications.

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## G SECURITY: PROTECTING TYPEFACE FILES.

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**The license holder is responsible for safeguarding transmitted files against unauthorized copying.** They must inform all individuals with access to these files that copying, transmitting, or using the files for personal or third-party purposes – whether for paid or unpaid work – is strictly prohibited.

For webfonts, the licensee must take steps to prevent the identification and copying of files installed on servers. They are required to implement the most effective security measures available. 205TF strongly recommends renaming font files systematically to reduce the risk of unauthorized identification and access.

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## H BACKUP AND ARCHIVING.

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The licensee is authorized to create one backup or archival copy of a font file for preservation or recovery purposes.

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## I WARRANTIES.

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205TF guarantees that its fonts will function correctly on both Macintosh and Windows operating systems, as well as with Adobe software (such as InDesign, Illustrator, and Photoshop) and Office applications (Word, PowerPoint, Excel) in the versions available at the time of the font's release. However, 205TF cannot ensure compatibility with software versions released after the creation of the typeface.

The proper functioning of the typefaces also depends on the correct operation of the software used, particularly regarding access to OpenType features.

To submit a warranty claim, the licensee must provide detailed information about the usage and installation conditions that may have affected the font's performance.

205TF is not liable for any damage caused to devices or systems where the font has been installed.

Under no circumstances may the liability of 205TF be greater than the cost of reimbursement of the price of the basic Desktop License (1-5 computers).

**Please note that 205TF fonts are protected and cannot be embedded in PowerPoint files.** Embedding is only available with a customized version of the font. If you would like to enable this feature, please contact us to discuss your request.



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## J CONTROL AND UNAUTHORIZED USE.

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205TF is committed to protecting its font designs from copyright infringement. In the event of a proven violation of the terms outlined above, 205TF will take appropriate legal action against the infringer, who will be held responsible for all associated costs.

To ensure compliance with its licensing terms, 205TF routinely conducts audits of font usage.

After checking, 205TF sends a verification request by digital registered mail.

Receivers must acknowledge receipt within **48 hours**. They then have **15 days** to provide proof that a valid license was acquired prior to the request and that the acquired licenses adequately cover the font usage.

If any required licenses are missing, either partially or entirely, the usage will be considered **unauthorized**. In such cases: the user will be required to purchase the necessary licenses; a penalty fee of **200% of the license cost** will be applied, with a minimum charge of **€350 (excluding tax)**.

The case must be resolved and fully paid within **30 days** of the initial notification.

Failure to comply within this timeframe will result in additional charges, including **all incurred legal and administrative fees**, with a minimum penalty of **€1,500**.

Please note that removing illegally used font files (including Desktop, Web, Logotype, Social Media etc.) does not negate the violation. Full payment for the required license(s) and any applicable penalties remains enforceable.

**205TF fonts are embedded with unique markers** to verify the authenticity of any file and, when needed, to identify the license holder who, by accepting these EULAs, has certified that he or she will not transmit or modify the font files acquired.

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**K JURISDICTION AND GOVERNING LAW.**

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The licensee expressly agrees that this agreement shall be governed by and interpreted in accordance with **French law**, as applicable to contracts executed within **French territory**. Any disputes arising from or related to this agreement shall fall under the **exclusive jurisdiction of the courts in Lyon, Auvergne-Rhône-Alpes, France**.

By using a 205TF font, the licensee acknowledges having read, understood and agreed to the terms of this agreement.

No modifications to this agreement will be valid unless made by written amendment or authorization signed by an authorized representative of 205TF.

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**L TERMINATION.**

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**Any failure to comply with the terms and conditions of this license will constitute a breach of this agreement, resulting in the immediate termination of the license without any entitlement to a refund.**

The licensee acknowledges full responsibility for adhering to all applicable foreign laws, including those related to export controls and technology transfer regulations.

Written in Lyon on October 1st, 2024.