

## **End User License Agreement (EULA)**

Effective Date: Oct 2023

This End User License Agreement (“Agreement”) is a legally binding contract between Prominent & Affluent (P&A) Foundry (“Licensor”) and you (“Licensee”). By purchasing, downloading, installing, or otherwise using the Fonts (computer software containing representations of typeface designs), you are agreeing to the terms of this Agreement. Upon receipt of full payment of all applicable license fees, Prominent & Affluent (P&A) grants you the limited, non-exclusive, non-transferable right to use the Fonts in accordance with the terms of this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by Prominent & Affluent (P&A).

### **1. INTELLECTUAL PROPERTY**

#### **1.1 Parties:**

This End User License Agreement (“Agreement”) is a legally binding contract between Prominent & Affluent (P&A) Foundry (“Licensor”) and you (“Licensee”).

#### **1.2 Agreement Acceptance:**

By purchasing, downloading, installing, or otherwise using the Fonts (computer software containing representations of typeface designs), you are agreeing to the terms of this Agreement.

#### **1.3 License Grant:**

Upon receipt of full payment of all applicable license fees, Prominent & Affluent (P&A) grants you the limited, non-exclusive, non-transferable right to use the Fonts in accordance with the terms of this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by Prominent & Affluent (P&A).

### **2. LICENSE AND ACCESS AUTHORIZATIONS**

#### **2.1 Desktop License**

To use a font on digital images (JPG, GIF, PNG, etc.) or print artwork like flyers or physical objects, or any other product for sale, you need to purchase a Desktop License. This license grants you the right to install and use the font on a specified number of workstations, such as notebooks, laptops, or desktop computers. Additionally, it permits the use of fonts to create non-digital 3-dimensional shapes, rubber stamps, or scrapbooking alphabets that you or your clients can sell.

#### **Webfont License**

This license is specifically intended for the use

of Prominent & Affluent’s web font files in WOFF, WOFF2, and TTF formats. The license restricts the number of monthly page views but allows for unlimited use across specified domains and subdomains listed on the purchase receipt. It is important to note that web fonts can only be embedded on a hosting server.

#### **2.2 Video Broadcast License**

Each Broadcast License allows the Licensee to use the Font Software for broadcasting purposes, including video and moving images that are publicly transmitted through screen-based media, such as digital signage screens, TV and cinema advertising, hoardings, and digital billboards. The licenses are based on the number of titles or works that will use the font. However, please note that the Broadcast License does not cover usage on social media platforms like Instagram, YouTube, Pinterest, Twitter, and Vimeo. For social media usage, a separate Social Media License is required.

#### **2.3 Social Media License**

To utilize a Font on social media pages, the Licensee can obtain a single Social Media License that covers all their social media profiles where the Font will be used. However, please note that this license is subject to a restriction on the total number of followers across all platforms, as indicated during the checkout process.

#### **2.4 App License**

To incorporate a Font in a phone application, web application, or video game, the Licensee must acquire a separate App License for each individual application on which the Font will be utilized. The license fee is determined based on the projected number of downloads for the

application.

## 2.5 E-Pub License

If you're creating layouts for publications on Kindles, iPads, or other eReaders, our fonts can be used with an ePub license. The cost of the license depends on the number of titles or works in which you want to embed the font. For instance, each magazine issue and e-book require a separate license. With the ePub license, you have coverage for file formats including PDF, EPUB 2.01, EPUB 3, and KF8.

## 2.6 Logo License

In order to incorporate a Font in a corporation's logo, the Licensee is required to obtain a Logo License for each individual corporation that uses the Font in their logo. The cost of the Logo License is determined based on the number of employees in the corporation, as specified during the checkout process. With the Logo License, the Licensee is granted permission to use the logo on all platforms, including prints, websites, social media, and more, without the need for additional licenses.

## 2.7 Trial License

A Trial license enables you to test and evaluate our fonts at zero cost, although it comes with a limited character set and cannot be used in commercial work.

## 3. TERM

### 3.1 Tax Responsibilities:

All fees/costs will NOT include the following – gross receipts, excise, import, export, value-added, or similar taxes. The Licensee is responsible for paying any applicable fees regarding the license sale.

### 3.2 Non-Assignment Clause:

The licensee may NOT sell, lease, sublicense, or otherwise assign or transfer any rights, duties, or obligations under this agreement, in whole or in part, to any person, or third-party, including by merger.

### 3.3 Refund Policy:

We DO NOT give refunds. All sales are final unless proven that the files are defective, after a period

of exhaustive technical support and evaluation.

## 3.4 License Transfer:

All licenses are non-transferable and are only assigned to the named licensee at the point of purchase.

## 3.5 Proof of License:

We reserve the right to ask you for a copy/proof of this license at any time. Please ensure you retain copies of all receipts (in the form of the purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased.

## 4. GENERAL RESTRICTIONS

You must take reasonable measures to prevent unauthorized access to the Fonts by unlicensed third parties or the general public.

### You are strictly prohibited from:

4.1 Decompiling, modifying, reverse-engineering, reformatting, altering, editing, or creating derivative works of the Fonts, or enlisting any third party to do so.

4.2 Distributing (including sharing, renting, lending, gifting, selling, sublicensing, etc.) the Fonts.

4.3 Transferring this Agreement or any of your rights outlined herein to any third party.

4.4 Using the Fonts in explicit political or religious contexts.

4.5 Using the Fonts in contexts involving violence, hatred, or discrimination.

4.6 Using the Fonts in applications where an unlicensed third party could use them to customize their own designs or create static documents or images (e.g., an online design tool, iron-on lettering product, or print-on-demand service).

## 5. WARRANTY

### Font Software Warranty:

5.1 P&A warrants that the Font Software will work for 14 (fourteen) days after purchase.

### Disclaimer:

Except as expressly provided in this Agreement, the fonts are provided "as is" and without any

other warranties or representations.

## **6. LEGAL**

### **6.1 Amendments and Modifications:**

No amendment, modification, or waiver will be valid or enforceable unless materialized in an agreement signed by Prominent & Affluent (P&A).

### **6.2 Severability:**

If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. Mass-Driver's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later.

### **6.3 Convenience Titles:**

The numberings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.