

## 1 Definitions

This End User License Agreement (the “Agreement”) is a contract between WiseType and you, the Licensee (the entity or organisation on whose behalf the Fonts are used, and whose name is specified during the checkout or sale process). 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 full payment of applicable license fees, WiseType grants you a limited, non-exclusive, non-transferable license to use the Fonts in accordance with this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by WiseType.

## 2 Standard License

### 2.1 Definitions

“Licensee Size” is the total number of employees (permanent, temporary, and part-time) working for the Licensee. The licensee refers to the entire company, not a subdivision, sub-brand, or regional branch.

“Designer” is any entity (such as a design agency or studio, individual designer, or other service bureau) that provides services to the Licensee involving use of the Fonts.

“Subcontractor” is any third party using the Fonts on behalf of the Licensee. Unless the Designer and Licensee are the same entity (i.e. the Designer is creating work for their own organisation), the Designer is a Subcontractor of the Licensee.

License categories are determined by your company’s total number of employees. Each category reflects the size of the business to ensure fair pricing:

- S: 1–3 employees
- M: 4–10 employees
- L: 11–35 employees
- XL: 36–70 employees

If your company has more than 70 employees, please contact us to arrange a custom license at [info@wisetype.nl](mailto:info@wisetype.nl). Should your company grow beyond your current license category, reach out to upgrade – only the difference in cost will be due.

### 2.2 Ownership

The purchase of a license does not give you ownership of the Fonts. You are purchasing the non-exclusive permission to use the fonts in accordance with the license agreement. Therefore all font software, trademarks, electronic data, designs and names remain the property of WiseType.

### 2.3 License Scope

A Commercial license permits you to use the Fonts within your organisation. The Fonts are provided in OTF (OpenType CFF), WOFF and WOFF2 formats. Alternative formats might be provided on request, at the discretion of WiseType. Except as otherwise specified by this Agreement, you may install the Fonts on any number of devices within your organisation; use the Fonts on any number of websites owned and controlled by your organisation; and/or embed the Fonts in static documents (such as PDFs), in eBooks, digital products, installable applications, and other media produced by your organisation. Fonts may only be served on websites through the CSS @font-face rule using the WOFF and WOFF2 formats. The use of

OTF format for web purposes is not permitted. The cost of a Commercial license is determined based on the Licensee Size and categorised in pricing tiers. Should the licensee outgrow its licensed tier over three consecutive months, the licensee must upgrade their license to the correct tier. Licenses can only be upgraded and WiseType will not reimburse any cost should the licensee’s number of employee’s decrease below its license tier. For companies exceeding 70 employees, custom licensing is required.

WiseType may at any time, request an audit to confirm you are in accordance with this EULA. On the event of receiving an audit request, you must provide a statement disclosing the total number of employees at the Licensee’s organisation at that point in time. Should the number of employees exceed your license tier, you must upgrade the license accordingly. Upgrading the license can be arranged by contacting WiseType directly.

### 2.4 Subcontractors

A Commercial license permits any number of Subcontractors to use the Fonts, in accordance with this Agreement, on behalf of the Licensee. You are permitted to send copies of the Fonts to Subcontractors for this purpose. You must ensure that any Subcontractor has read and agreed to the terms of this Agreement before receiving the Fonts.

If a Subcontractor ceases to work on behalf of the Licensee, they must delete all copies of the Fonts in their possession. Subcontractors are strictly prohibited from using the Fonts for any purposes outside of work for the Licensee.

In cases where a designer is working on behalf of a client, the client is considered the licensee, responsible for purchasing the font license. The designer, acting as a “third-party subcontractor,” is allowed to use the fonts to create designs for the client without needing a separate license. If the designer wishes to use the fonts for personal projects or for other clients, they should obtain their own license.

### 2.5 Purchase by Designer

A Designer can purchase a Commercial license on behalf of the Licensee (their client), provided that: the Licensee and Licensee Size are correctly specified during the checkout process; the Licensee has read and agreed to the terms of this Agreement; and the Licensee has expressly permitted the Designer to complete the purchase on their behalf. The Designer is not permitted to quote or invoice the Licensee for any price other than the amount they actually paid for the license.

## 3 Custom License

A custom licence is required for any company or organisation with more than 70 employees (including permanent, temporary, and part-time staff). Unless otherwise agreed, the terms of this EULA also apply to custom licences.

Custom licences must be agreed upon mutually and in writing. You must provide the name of the end client, the number of employees, and a clear description of intended use before a quote or licence can be issued. This ensures terms are accurate and appropriate to the scale of use. Licences may not be transferred to other clients or entities without prior written permission from WiseType.

Some uses require an additional licence extension, including:

- Logos, wordmarks, monograms, or trademarks
- Film, television, or broadcasting
- Software, mobile apps, or video games

#### 4 Trial License

WiseType offers a Trial Font license free of charge, allowing you to use Trial versions of the Fonts (“Trial Fonts”) for the purposes of preview, evaluation, and creating proposals for client projects. The Trial Fonts come with the complete character set and OpenType features but are available only in OTF (OpenType CFF) format; variable font formats are not included. You may install Trial Fonts on any number of devices within your organisation; however, they may not be shared or redistributed outside of your organisation or with any Clients or Subcontractors.

#### 5 Student License

Current students may use Trial Fonts for non-commercial projects as part of their studies. Trial Fonts are permitted for creating student work, with the exception of commercial purposes, unless directly related to fundraising initiatives for student graduation shows. When sharing these projects on social media, we’d appreciate crediting WiseType and the font used. We kindly ask that you refrain from sharing the trial fonts with peers or classmates; instead, direct them to download the fonts directly from us. After graduation, you may retain the trial fonts on your device to use in pitches or proposals for future projects.

#### 6 Non-Profit & Cultural Institutions License

To support culturally significant projects, we offer a 25% discount on font licenses for clients within the cultural sector, including:

Cultural Institutions: Museums, libraries, galleries, universities, theatres, and other recognised cultural entities.

Non-Profits and Limited-Funding Projects: For non-profit organisations or small projects with restricted budgets.

To apply for the discount, please email [info@wisetype.nl](mailto:info@wisetype.nl) with details about your organisation, the fonts you’re interested in licensing, and how you plan to use them. If approved, we’ll provide you with a 25% discount code to use at checkout.

#### 7 General Restrictions

You may convert fonts to outlines and modify their shapes as part of your design work. However, editing font files in a font editor, re-exporting, or duplicating font files is not permitted. If you need custom modifications that require re-exporting the font (e.g., for branding purposes or client-specific adjustments), please contact us to discuss options for a custom modification. You must take all reasonable precautions to ensure the Fonts are not accessible to unlicensed third parties or to the general public. The Fonts must not be uploaded onto online storage platforms (such as GitHub or Amazon S3) where they would be accessible to unlicensed third parties. You may not decompile, reverse-engineer, reformat, edit, or create derivative works of the Fonts or engage any third party to do so without prior written permission from WiseType.

You may not distribute, lend, rent, sell, or sub-license the Fonts to any unlicensed third party, or transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of WiseType.

You may not use the Fonts for political or religious content, cryptocurrency promotion, NFT’s, news and media organisations, or by any state controlled companies without prior written consent from WiseType.

Use of the Fonts, or any images or representations of them, to train, fine-tune, or develop any artificial intelligence (AI) or machine learning (ML) models is strictly prohibited, whether licensed or unlicensed. The Fonts must not be included in datasets for such purposes, nor used to create AI-generated or AI-assisted derivative works. These restrictions apply to both commercial and non-commercial AI systems.

You may not use the Fonts for violence, hate speech, discrimination, fossil fuel promotion, or military use.

You may not use the Fonts in any application in which an unlicensed third party could use them to customise their own designs or to create static documents or images (e.g. an online design application, iron-on lettering product, or print-on-demand service).

#### 8 Term

This Agreement is effective in perpetuity; however, if you breach any of its terms, WiseType reserves the right to charge you the full retail value for any unlicensed use of the Fonts and/or to terminate this license.

#### 9 Warranty

WiseType makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. If you encounter an issue or problem with the Fonts, WiseType will make a good faith effort to provide a fix or replacement within 30 days of being notified. If the issue cannot be reasonably remedied, WiseType may at their discretion offer to refund you, at which point this Agreement will immediately terminate.

WiseType shall in no event be liable to you or any other third party for any direct, indirect, consequential or incidental damages arising out of the use or inability to use the Fonts, even if notified in advance. Under no circumstances shall WiseType’s liability exceed the cost of the license you purchased. You agree to indemnify and hold WiseType harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

#### 10 Legal

This EULA is governed and constructed in accordance with the laws of The Netherlands. Any dispute that can not be reconciled between parties, shall be submitted to the exclusive jurisdiction of the Rotterdam District Court.

This Agreement represents the complete agreement between WiseType and you, superseding any prior discussions or written terms. No amendment, modification or waiver will be valid or enforceable unless materialised in an agreement signed by WiseType.

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. WiseType’s failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later. 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.

Thank you for taking the time to read this document. If you have any questions or enquiries, please contact: [info@wisetype.nl](mailto:info@wisetype.nl)