

Underware Web Production License Agreement



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By downloading the Font Software you agree to be bound by the terms of this Agreement, also called the Underware End User License Agreement. If you don't agree: don't download, install or use the fonts.

Underware grants you a non-exclusive, non-transferable license to use the Font Software and Documentation, provided that you agree to the following:

ARTICLE 1: USE OF FONT SOFTWARE AND RESTRICTIONS

1-1 WEB USE ONLY

The fonts are provided to you for use at a website, via the css @font-face declaration and/or through Flash. Any other techniques of transmitting or viewing the Font Software are strictly prohibited. It's strictly forbidden to use the Font Software in other formats than provided by Underware.

1-2 EMBEDDING? WELL...

You may install the fonts on a server and use them for displaying text on a website. Embedding can be 'editable', the styled text may be modifiable by the website guest.

1-3 DESKTOP INSTALLATION? HELL NO!

This license does not cover the usage of Underware's fonts on a desktop or laptop computer or any use other than expressly permitted herein. In case you want to use the Font Software in a way not permitted by this license, additional licensing is required. This license only allows you to install our fonts on a webserver.

1-4 JUST ONE DOMAIN

The Underware Web Production License Agreement is limited to one (1) domain. Yep, 1 single URL. More specifically: the licensed primary domain is the host name of a home page (for example: example.com), and it can have a maximum of five (5) subdomains (for example: blog.example.com).

1-5 UNLIMITED PAGEVIEWS

The Underware Web Production License Agreement is not limited to a specific amount of pageviews.

1-6 FONT FILE PROTECTION

You are forced to take appropriate actions to make sure the (web)fonts are only available for the process of styling text on your licensed domain. You should for example prevent unlicensed third-party access (hotlinking) and disallow direct download of the (web)fonts unrelated to the process of styling text for the licensed domain.

1-7 PRODUCT LIMITATION

Visitors of the website may create other products using the Font Software, digital (for example pdf documents) as well as analog, physical products created on the website (for example business cards, t-shirts or postcards). Users of the website must also be the end user of the product created on the website. Users of the website may not use the products created on the website for logotypes, and may not create products for sale whose shape is defined by letterforms or artwork generated from your website such as, but not limited to letterform based products, rubber stamps, adhesive letters.

1-8 BACK-UP COPY

Underware grants you the right, exclusively for the purpose of protecting the Font Software and exclusively for yourself, to make one (back-up) copy of the Font Software.

1-9 NO MODIFICATIONS

You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, redigitize, convert or otherwise attempt to discover the source code of the Font Software. You agree not to reformat the font software, or to regenerate the font format into other formats.

1-10 JUST YOU AND US

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ARTICLE 2: CHANGED TERMS

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If you purchase multiple licenses for the same font family over time, the terms of the most recent License Agreement shall govern all use of the Font Software, regardless of any differences among prior license agreements.

2-2 UPGRADES AND UPDATES

Upgrades and updates may be provided at the sole discretion of Underware and may be subject to a separate license agreement containing revised terms and conditions. By accepting or installing any such upgrade or update, this License Agreement shall be automatically superseded, and all rights to use the version of the Font Software originally licensed under this agreement shall terminate. The terms of the new license agreement shall also govern any previously licensed versions of the Font Software.

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You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output by the Font Software. The use of any trademark as herein authorized does not give you any rights on or to intellectual property rights in the Font Software, the documentation, and any associated trademarks.

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ARTICLE 4: LIMITED WARRANTY

4-1 RETURN WITHIN 30 DAYS

Underware warrants you that the Font Software will perform substantially in accordance with the Documentation for the thirty (30) day period following your receipt. Underware's Font Software may not be returned unless defective. To make a warranty claim, you must return the Font Software to the location from which you obtained it along with a copy of your sales receipt within such thirty (30) day period. If the Font Software doesn't perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at Underware's option the replacement of the Font Software, or the refund of the license fee you paid for the Font Software.

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4-3 NO CLAIMS OR WHATSOEVER

You agree to indemnify and hold Underware harmless from and against any claims or damage which may result from your breach of this License Agreement.

ARTICLE 5: RESTRICTION ON USE IN MACHINE LEARNING

5-1 NO MACHINE LEARNING

You are expressly prohibited from using the Font Software, or any part thereof, in the training, development, or enhancement of artificial intelligence (AI) systems, machine learning models, neural networks, large language models (LLMs), or any similar technologies. This includes, but is not limited to, using the Font Software as input for data mining, pattern recognition, model training, or algorithmic analysis. Any such use constitutes a material breach of this Agreement and is strictly forbidden.

ARTICLE 6: TERM

6-1 LICENSE ENDS IF...

The license is effective until terminated. Underware has the right to terminate your license immediately if you fail to comply with any terms of this Agreement. In addition, Underware reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the Font Software and related documentation and cease all use of the Trademarks.

ARTICLE 7: EXCEPTION FOR SPECIFIC FONT FAMILIES

Underware may, at its sole discretion, designate certain font families as eligible for expanded use under the following conditions:

7-1 DOCUMENT EDITING RIGHTS

The designated font families must not, through licensing terms or technological measures, restrict or inhibit the right of any End User to edit documents that incorporate or utilize the licensed Font Software.

7-2 COMMERCIAL USAGE RIGHTS

The designated font families must not limit the End User's right to use the Font Software in commercial electronic or physical media. This includes, but is not limited to, usage in books, e-books, PDFs, websites, apparel, packaging, merchandise, and other promotional or commercial materials.

As of the effective date of this Agreement, the font family "Kermit" is the only Font Software to which the above exceptions apply. The copyright and trademark rights in and to the Kermit font family are owned by Microsoft Corporation. All other Licensed Fonts are subject exclusively to the terms and restrictions set forth in this License Agreement.

ARTICLE 8: GOVERNING LAW

8-1 VIVA HOLANDA!

This Agreement will be governed by the laws in force in the Netherlands, without reference to its conflict of laws principles. Each party hereby agrees to submit to the exclusive jurisdiction of the courts of the Netherlands and to waive any objections based upon venue.

8-2 SOLO HOLANDA!

You hereby agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

ARTICLE 9: ENTIRE AGREEMENT

9-1 IF IT'S STILL NOT CLEAR...

You acknowledge that you have read this Agreement, understand it and that it is the complete and exclusive statement of your Agreement with Underware which supersedes any prior Agreement, oral or written, and any other communications between Underware and you relating to the subject matter of this Agreement, and that your obligations under this Agreement, shall inure to the benefit of the Underware licensors whose rights are licensed under this Agreement. C'est tout! Thanks.

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