

1. Definitions

“Licensee” is the entity on whose behalf the Fonts are used, or whose name is specified during the checkout or sale process. Licensee is a business entity or organization.

“Fonts” is the software and files containing typeface designs.

“Very Cool” is the owner of Fonts and operator of Very Cool Studios. “Very Cool” represents these abbreviations or company representatives: VC, Kyle Benson, or Kyle Wayne Benson.

“Licensee Size” is the number of employees, including temporary staff, working for the Licensee.

“Designer” is any entity, individual, freelancer, studio, agency, or creative service provider that provides services or recommendations to the Licensee involving use of the Fonts.

“Agent” is a representative of Licensee at time of Fonts License payment.

“Agreement” is the statement of terms and conditions upon which Licensee and Very Cool agree to do business. It represents the text of this Commercial License Agreement, and may also be known as: End User License Agreement, EULA, or License.

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Licensee is permitted to install and use Fonts on any number of devices or computers within its organization. This includes the installation on machines owned or operated by contractors or part-time employees who are primarily employed by Licensee.

Licensee is permitted to install and use Fonts on all web sites, servers, or domains owned and operated by Licensee. Licensee may only serve Fonts as .woff or .woff2 formats using css @font-face declarations.

Licensee is permitted to use Fonts in digital products, apps or for use in mobile computing devices.

Licensee is permitted to use Fonts in broadcast, exhibition, and film usage.

Should Licensee’s company size exceed the scope of Licensee Size, Agreement is deemed violated until Licensee purchases the correct License according to company size.

Fonts may not be sub-licensed, sold, leased, rented, given away, or transferred to another person or business.

3. Rights

No permanent or ownership rights are granted as a part of License. Fonts are the exclusive property of Very Cool.

Upon receipt of full payment, Very Cool grants Licensee the limited, non-exclusive, non-transferable right to use Fonts in accordance with the terms of this Agreement. All Licensee rights not granted in Agreement are expressly reserved by Very Cool.

4. Purchase

Agent agrees to and accepts terms of Agreement as a representative of Licensee at time of payment for Fonts License.

Designer can purchase License on behalf of Licensee if Licensee Size is correctly specified and Licensee has read Agreement and expressly permitted Designer to complete the purchase and agree to terms on their behalf. Designer is not an authorized reseller, and is not permitted to quote or invoice the Licensee for any price other than the amount paid for the license. These terms apply also to any non-employee Agent License buyer.

5. Restrictions

Except when expressly permitted by a separate written agreement, Licensee may not modify, reverse engineer, alter or otherwise copy the drawings within Fonts. Editing font .otf, .woff, .ttf files for optimization is permitted.

All documents, applications, or devices that include Fonts should be distributed in a secure format that permits only the viewing and printing but not the editing of the text, nor the accessing of Fonts.

Except when expressly permitted by a separate written agreement, Fonts may not be used within application or tool with express purpose for non-licensed individuals to craft custom designs or to export static documents. This includes but is not limited to: online design applications, iron-on lettering products, or print-on-demand services.

6. Limited Liability

Neither party will be liable for any indirect, special, incidental, or consequential damages, or lost profits, that may arise in connection with this Agreement. Very Cool’s liability arising out of this Agreement will not exceed the amount Licensee paid for the Fonts.

7. Agreement

This Agreement is subject to and governed by the laws of California.

Any breach of this agreement is cause for termination. In the event of termination, all Fonts are to be immediately and permanently deleted.

Very Cool provides no guarantee or warranty as to the function, value, or utility of Fonts.

By purchasing Fonts, Agent acknowledges that Licensee has read, understood, and agreed to be bound by the terms and conditions of License.

The usage of Fonts by Licensee is limited to the Licensee Size purchased. The total number of Licensee employees may not exceed the Licensee Size.