

End User License Agreement

The following terms and conditions govern all proposals, deliveries, and services related to the use of Smuss Type Kiosk's Typeface(s). These terms override any other agreement unless expressly stated otherwise. By downloading, installing, or using the Typeface(s), the Licensee agrees to be bound by the terms of this EULA. If the Licensee does not accept these terms, they are not permitted to download, install, or use the Typeface(s). The Licensee is advised to thoroughly review this agreement before agreeing to its terms.

1 Grant of License

1.1 The Licensor grants the Licensee a non-exclusive, non-transferable, revocable license to use the Typeface(s) for personal or commercial projects in accordance with the terms of this Agreement.

1.2 The license is granted subject to:

- Payment of applicable license fees
- Adherence to permitted uses
- Compliance with company size restrictions
- Acceptance of all terms and conditions

2 Licensing Tiers

2.1 Company Size-Based Licensing.

Smuss Type Kiosk uses company size-based licensing to ensure fair and proportional pricing. Larger organizations typically have greater reach, more touchpoints, and broader distribution channels, which increases the potential exposure and value derived from the Typeface(s). By scaling license fees according to the number of employees, we align the cost with the scale of use and commercial benefit.

- Small (1-2 Employees)
- Medium (3-10 Employees)
- Large (11-25 Employees)
- X-Large (26-50 Employees)
- XX-Large (51-100 Employees)
- Custom (100+ Employees)

2.2 License Requirements:

- Based on total employee count, including all subsidiaries and parent companies
- If the Licensee is part of a larger corporate structure, the license tier must reflect the total employee count of the entire organization (parent company and all subsidiaries combined)
- Covers all departments and regions within the licensed organization
- For the purpose of this Agreement, "employee count" includes all employees and any contractors/freelancers publicly represented as part of the Licensee's team.

- Requires upgrade as organization grows
- Licensee must notify Licensor within 30 days of exceeding their current tier's employee threshold
- Failure to upgrade within the required timeframe may result in retroactive licensing fees equal to two (2) times the difference between the original and appropriate tier
- Custom solutions for larger organizations
- The Licensor reserves the right to request corporate structure documentation to verify appropriate licensing tier

2.3 Compliance and Auditing:

- Regular employee count verification
- Mandatory upgrade notifications
- Cooperation with audit requests

2.4 Tier Selection and Responsibility:

- The Licensee is solely responsible for selecting the correct license tier at time of purchase based on their total employee count
- Incorrect tier selection, whether intentional or accidental, does not entitle the Licensee to a refund or cancellation
- If the Licensee has selected a tier below their actual company size, they must immediately upgrade to the appropriate tier and pay the difference in license fees
- Misrepresentation of company size may result in retroactive fees as outlined in Section 2.2 and potential termination as outlined in Section 8
- The Licensor reserves the right to verify company size at any time and require immediate tier correction

2.5 Student

- Valid only for currently enrolled students at accredited educational institutions
- Limited to non-commercial student projects and coursework
- License expires upon graduation or end of enrollment
- Prior student projects may remain published online post-graduation

2.6 Goodwill

- Available for charitable organizations and registered non-profits
- Proof of non-profit status required on inquiry
- For use in organization's direct activities only
- The Licensor may request status verification at any time
- Use outside non-profit scope requires commercial license upgrade, or a custom license agreement
- Misuse may result in termination and retroactive commercial fees

2.7 Discount License Eligibility and Verification

Student and Goodwill licenses are offered at significantly reduced rates based on specific eligibility criteria. To prevent abuse of these discount programs:

Eligibility Requirements:

- Licensees must meet all stated eligibility criteria at time of purchase and throughout the license period
- The Licensors reserves the right to request verification documentation at any time, including:
 - For Student licenses: Valid student ID, enrollment verification, or academic institution confirmation
 - For Goodwill licenses: Non-profit registration documents, tax-exempt status, or charitable organization certification
- Licensees must provide requested documentation within 14 days of request

Consequences of Fraudulent Claims:

- Fraudulent eligibility claims or misrepresentation constitute material breach of this Agreement
- Upon discovery of ineligibility (past or present), the license terminates immediately
- Licensee must pay retroactive fees equal to the full commercial license rate for the appropriate tier, calculated from the date of original purchase
- Additional penalty equal to two (2) times the difference between the discount rate paid and the commercial rate owed may be applied
- No refunds will be issued for terminated discount licenses
- The Licensors reserves the right to pursue legal action for intentional fraud

Commercial Use of Student Licenses:

- Student licenses are strictly for non-commercial educational projects and coursework
- Use in paid client work, freelance projects, or commercial ventures requires upgrade to appropriate commercial license
- Discovery of commercial use will be treated as fraudulent misrepresentation under this section

2.8 Extended Usage Rights

For uses beyond standard licensing, the following extended rights are available as add-ons:

International Broadcasting Rights:

- All tiers (Small through XX-Large):
€2,500 flat rate + Base license fee × 0.5
- Custom (100+ employees):
Contact for custom pricing

Broadcasting rights include:

- Use in television broadcasts
- Streaming media and video-on-demand services
- Radio broadcasts with visual components
- Digital broadcasting platforms
- Cinematic and theatrical presentations
- All forms of audiovisual content distributed internationally

3 Permitted uses

3.1 The Typeface(s) may be used in:

- Graphic design projects, both digital and print
- Branding, logos, and identity materials
- Websites and social media
- Editorial design
- Advertising and promotional materials

3.2 Each license includes:

- Desktop installation rights
- Digital application usage
- Web implementation
- Mobile device access

3.3 Service providers:

The Licensee may provide the Typeface(s) to service providers (designers, agencies, production companies, contractors, etc.) who must:

- Use exclusively for the Licensee's projects
- Delete the Typeface(s) upon project completion
- Not redistribute or sublicense the Typeface(s)
- Comply with all terms of this Agreement

3.4 For broadcasting, app embedding, or custom implementations beyond those listed in Section 3.2, extended usage rights must be obtained by contacting the Licensors (see Section 2.8).

4 Prohibited uses

4.1 Technical Restrictions

The Licensee may not:

- Distribute, sublicense, or sell the Typeface(s) to third parties
- Modify or create derivative typefaces without prior written permission
- Reverse engineer or decompile the Typeface(s)
- Convert to different font file formats (except as necessary for legitimate web or extended usage implementations)

- Analyze or modify the Typeface(s) using AI/ML technologies
- Use the Typeface(s) to train artificial intelligence systems
- Share the Typeface(s) on public repositories or servers

4.2 Content Restrictions

The Typeface(s) may not be used in projects involving:

- Racist, sexist, homophobic, or transphobic content
- Any form of discriminatory or exclusionary messaging
- Illegal activities

4.3 Ethical Use Commitment

In accordance with the Licensor's values and professional standards, the Licensee agrees that the Typeface(s) shall not be used:

- In content that promotes or glorifies armed conflict, warfare, or violence
- To promote or justify violations of internationally recognized human rights
- In content related to commercial activities or developments in territories whose status is disputed under international law
- In content that advocates for suppression, harm, or discrimination against any civilian population or group
- In content designed to dehumanize or incite hatred toward any people or community

4.4 The Licensee acknowledges that:

- These ethical standards apply universally to all Licensee activities
- The Licensor maintains these standards as part of its commitment to responsible design practice
- Use of the Typeface(s) in violation of Section 4.3 constitutes a material breach of this Agreement

5 Trial Fonts

5.1 Trial versions are provided solely for:

- Testing and evaluation purposes
- Creating non-commercial test documents
- Internal review and assessment

5.2 Trial restrictions:

- No commercial use
- No public projects
- No distribution or modification

6 Copyright and Ownership

6.1 All rights, including copyright, remain the exclusive property of the Licensor.

6.2 The Licensee acknowledges:

- No transfer of ownership
- All intellectual property rights are retained
- No rights to create derivative works
- No sublicensing permissions

7 Liability Claims

7.1 Font Software is provided "as is" without express or implied warranties regarding performance, compatibility, or fitness for any purpose.

7.2 Technical Support:

- Limited to original, unmodified Font Software only
- No support provided for modified versions
- Support inquiries should be directed to type@smuss.studio

7.3 Warranty Claims:

- License Owner must notify Licensor within 30 days of purchase if Font Software is defective
- Licensor will attempt to resolve technical issues within 30 days
- If issues cannot be resolved, License Owner may request a refund
- Upon refund, all usage rights terminate immediately
- Licensor's maximum liability shall never exceed the original license fee paid by the License Owner
- Refunds are only available for defective Font Software as outlined in this section. No refunds are provided for change of mind, incorrect tier selection, or after fonts have been downloaded and used

8 Termination

8.1 Licensor may terminate the Agreement if:

- Any term is breached
- Company size limits are exceeded without proper upgrade
- Licensee uses Typeface(s) in violation of Section 4.3 (Ethical Use)
- Failure to provide requested verification documentation within specified timeframes

8.2 Upon termination:

- All usage must cease immediately
- All copies must be destroyed
- Licensee must remove Typeface(s) from all platforms, broadcasts, materials, and applications
- Written confirmation of compliance and destruction required within 7 days
- No refunds will be issued
- All outstanding fees, penalties, and retroactive charges remain due and payable

9 Enforcement

9.1 In case of unauthorized use:

- Retroactive licensing fees equal to two (2) times the appropriate tier license fee
- Additional penalty fee of 200% of the license fee may be charged
- Legal costs may be recovered
- All enforcement measures outlined in this Agreement apply to all types of breaches, including but not limited to: unauthorized use, tier misrepresentation, discount license fraud, company size misrepresentation, and ethical use violations

9.2 The Licensor reserves the right to:

- Conduct usage audits
- Request documentation
- Verify compliance
- Take legal action if necessary
- Recover all legal costs incurred in enforcement

9.3 The Licensor maintains the right to determine, at its sole discretion, whether content or usage violates the terms of this Agreement.

9.4 Cooperation with Enforcement:

- Licensee must cooperate fully with any audit or investigation
- Licensee must provide requested documentation within 14 days of request
- Failure to cooperate or provide documentation may be treated as admission of breach
- Licensee must grant reasonable access to verify compliance when requested

Last Updated: October, 2025

