LICENSING TERMS

Dinamo Typefaces GmbH
Prinzenstraße 84, Aufgang 1, 10969 Berlin, Germany
End User License Agreement
Version 2.51

§ 1 INTRODUCTION

Here at Dinamo we have a slightly different approach to font licensing from what you might be used to. We believe that font licenses should be owned and paid for by the client for whom the fonts are being used — not by the designers working for them — and that the value brought by fonts grows with the size of the client. With these two principles in mind, we base our prices on the total number of people working for the client — not the size of the design agency they hire, not the number of people in their design department, not the number of page views or impressions, and not the number of people who install the fonts on their computer. You can read more about our philosophy here.

§ 2 PERPETUAL LICENSE WITH NO SUBSCRIPTION FEES

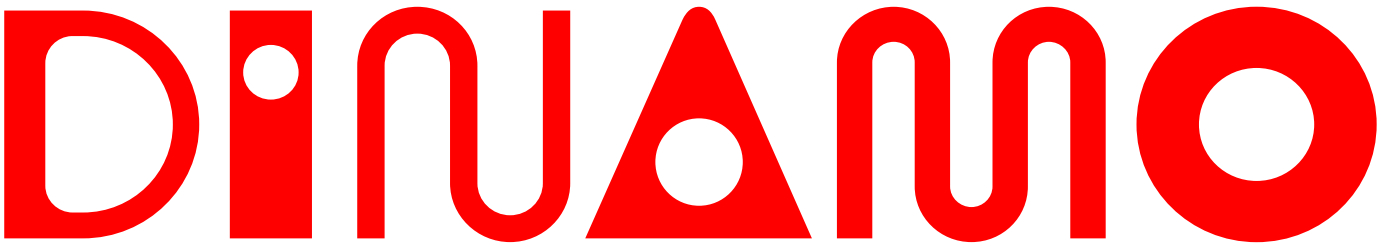
All of our font licenses are perpetual. The license fees are one-time fees with no subscription fees.

§ 3 COMPANY SIZE

The company size of the client is the only metric you need to know in order to license fonts. You don't have to gather or predict any information about web traffic, app downloads, etc.

§ 4 MEET THE CAST

Imagine a designer is using our fonts to design a new identity for their client, Brand Company, and there will also be a PR agency using the fonts. The license price is based on Brand Company's "Company Size", which is the total number of people working for them (including their subsidiaries, affiliates, and parent companies). Brand Company is the "License Owner", the designer is the "First Designer", and the PR agency is an additional "Subcontractor". In this contract we sometimes refer to the License Owner, the First Designer, and any Subcontractors interchangeably as "you".



§ 5 CONTRACT & GRANT OF RIGHTS

This contract governs all use of our fonts. If you do anything with our fonts then you agree to the terms of this contract. As long as we've received full payment of all fees and the License Owner, the First Designer, and any Subcontractors have all agreed to abide by the terms of this contract and to be directly liable to us for doing so, we grant the License Owner a perpetual, worldwide, non-exclusive, non-transferable, non-assignable license to use the fonts for the purposes allowed by this contract. We'll deliver the fonts once we receive full payment. We retain ownership of the fonts and everything that's in them. Any rights that are not specifically given by us in this contract are reserved.

§ 6 FIRST DESIGNER

The first designer or studio who used the fonts to make things for the License Owner (i.e., the "First Designer") is covered by the License Owner's license. If the License Owner wants other third parties to be able to use the fonts, the License Owner needs to buy a Subcontractor license.

§ 7 SUBCONTRACTORS

If you buy a Subcontractor license, the License Owner can let third parties other than the First Designer (like subsequent designers, other designers, commercial printers, developers, producers, agencies, etc.) use the fonts on their behalf.

§ 8 EACH CLIENT NEEDS THEIR OWN LICENSE

If a designer is using our fonts for multiple clients, each of those clients needs to have their own license.

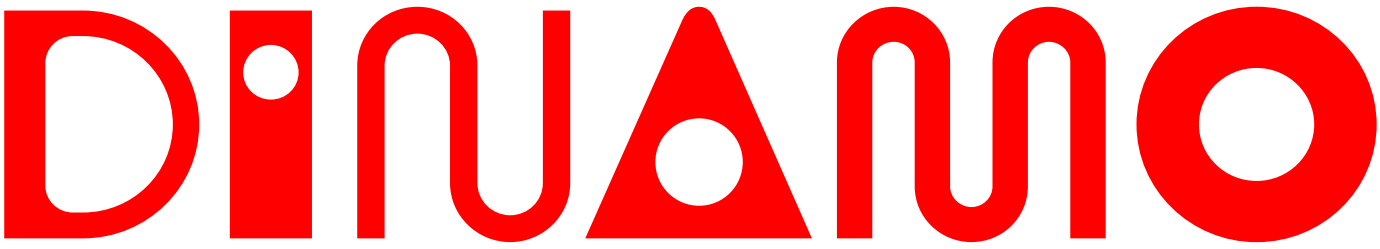
§ 9 TYPES OF LICENSES

Fonts get used in many ways and in different kinds of media, so we offer a variety of licenses. The type of license you bought is shown on your invoice. You'll need to buy a license upgrade if the License Owner grows beyond the Company Size in the License Metrics section of your invoice.

By the way, if monitoring your growth and purchasing license upgrades is something you'd rather not be bothered with, you might prefer an unlimited/enterprise license.

§ 9.1 UNLIMITED / ENTERPRISE LICENSE

An unlimited/enterprise license is a bundled license that covers all types of media (i.e., desktop/print, logo/wordmark, social media, web, app/game, and video) for one brand and has no limit on Company Size, number of Subcontractors, number of apps, or number of web domains. If the License Owner (including their subsidiaries, affiliates, and parent companies) is publicly traded or had more than €100,000,000 of revenue in the last full calendar year, they are not eligible for any of the below licenses and should contact us for an unlimited/enterprise license instead.



§ 9.2 DESKTOP/PRINT LICENSE

With a desktop/print license you can install the fonts on all of your devices and use them to create printed and digital documents, objects, merchandise, signage, portfolios, and similar things for one brand. If the License Owner's Company Size is less than 50 people, the License Owner gets a free logo/wordmark license. If the License Owner's Company Size is less than 3 people, the License Owner also gets a free social media license and a free video license.

§ 9.3 LOGO/WORDMARK LICENSE

With a logo/wordmark license you can use the fonts to create a logo or wordmark for one brand. If you want to do it for another brand you'll need to buy another license. You can use that logo or wordmark everywhere (including in print, on social media, in videos, etc.). And yes, you can convert the font to outlines in design software and edit those outlines when you design a logo :)

§ 9.4 SOCIAL MEDIA LICENSE

With a social media license you can use the fonts to create design assets for one brand to use on social media channels (like Instagram, Snapchat, Facebook, and TikTok). If you're making video content for social media then you'll also need to buy a video license.

§ 9.5 WEB LICENSE

With a web license you can use the fonts in WOFF2 format on one web domain with the @font-face CSS method and for e-mail newsletters. There's no limit on the amount of web traffic, but if you want to use the fonts for another web domain you'll have to buy another separate web license. If you want to use desktop software like Figma you'll need to buy a desktop/print license. You're welcome to self-host and subset the fonts. You are not allowed to use desktop font formats (like OTF) for live text on websites.

§ 9.6 APP/GAME LICENSE

With an app/game license, you can embed the fonts into one app, which can be a game, desktop app, mobile app, web app, digital point of sale system, etc. Regional variants and versions for different platforms (like iOS and Android) are included. If you want to use the fonts for multiple apps or games you'll need to buy additional licenses.

§ 9.7 VIDEO LICENSE

With a video license, you can use the fonts to make content that has animated or moving images for one brand. This is the license you need if you're making video content for places like YouTube, Netflix, television, movies, commercials, and video billboards. If you're making video content for social media then you'll need both a video license and a social media license.

§ 9.8 TRIAL LICENSE

If you download free trial fonts from our website, you can use them to decide if you want to buy a license. If you're a designer, you can also use trial fonts to pitch design directions to your clients.

DINAMO

§ 9.9 NON-PROFIT & CULTURAL INSTITUTIONS LICENSE

If the License Owner is a registered non-profit organization or a cultural institution (i.e., a museum, library, art gallery, artist, photographer, musician, independent record label, independent publisher, or independent fashion label), you can buy fonts with a non-profit & cultural institutions discount.

§ 9.10 EDUCATIONAL LICENSE

If you're a student, you can buy fonts with an educational discount and use them for your personal projects (even commercial ones, like designing a t-shirt and building a website to sell it). After you finish your studies, you can keep using the fonts for personal projects that started when you were a student. If you want to use the fonts for a client project, your client needs to buy their own license.

If you're a teacher at an accredited educational institution, you can buy fonts with an educational discount and use them for your non-commercial teaching materials and class projects.

§ 9.11 STUDENT FONT PACK

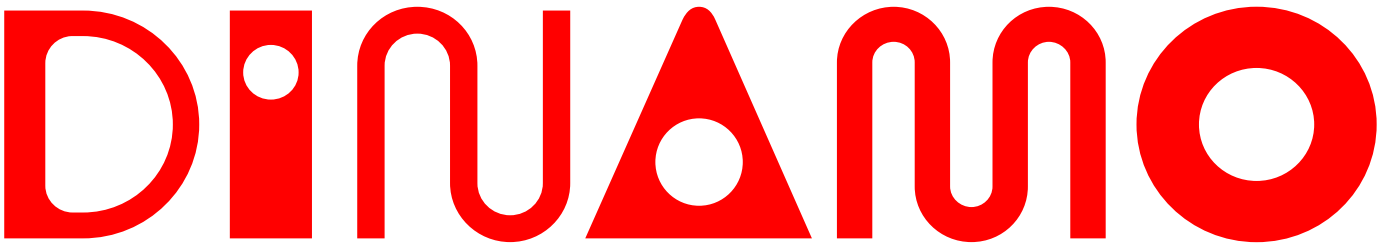
Our student font pack is an educational license for many fonts that covers all types of media (i.e., it includes desktop/print, logo/wordmark, social media, web, app/game, and video licenses).

§ 9.12 FREE FONTS LICENSE

Our free fonts license is a free revocable license that covers all types of media (i.e., it includes desktop/print, logo/wordmark, social media, web, app/game, and video licenses).

§ 10 RESTRICTIONS

Now that you know all the things you can do, here are some things you can't do:
- Use the fonts in a political context without getting our permission
- Use the fonts to promote violence or discrimination
- Convert the fonts to different formats
- Modify, reverse engineer, decompile or disassemble the fonts
- Make new fonts based on the design that's in the fonts
- Use our custom font naming tool in a way that violates any third party's rights
- Use our custom font naming tool to change anything other than the "ABC" prefix in our fonts
- Embed the fonts in a way that end users can access them
- Share the fonts with third parties (unless you buy a Subcontractor license)
- Give the fonts to anyone without a copy of this contract
- Use the fonts or the designs embodied in the fonts to train artificial intelligence
- Use the fonts to create letterform-shaped objects
- Put the fonts on public servers
- Put the fonts in public repositories



§ 11 WE ENJOY SHARING HOW OUR FONTS GET USED

We get excited when people make great things with our fonts and we love to share it with the world. This means we might post it on social media, have it on our website (like here for example), put it in books, magazines, lectures, case studies, etc., and let third parties (like design magazines) do the same.

§ 12 MISCELLANEOUS

§ 12.1 LATIN ALPHABET

Unless otherwise noted on our website, our fonts only support the Latin alphabet.

§ 12.2 TERMINATION

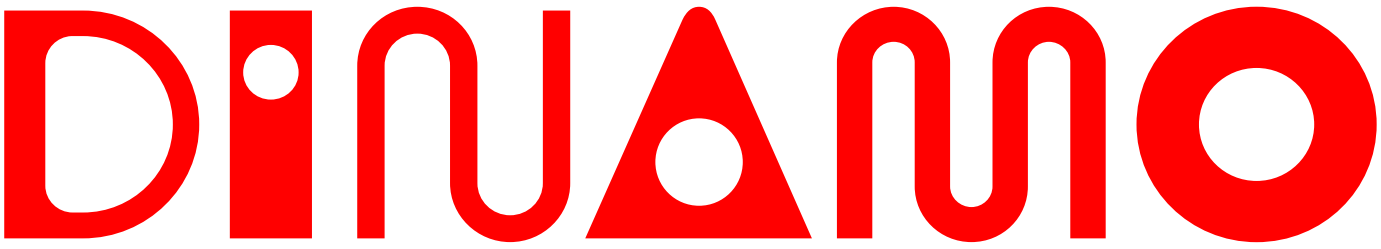
If you breach this contract then all of your rights automatically end and you have to stop using the fonts immediately. In addition to any legal recourse we have, you'll need to pay for any costs we incur, like legal fees and investigation costs.

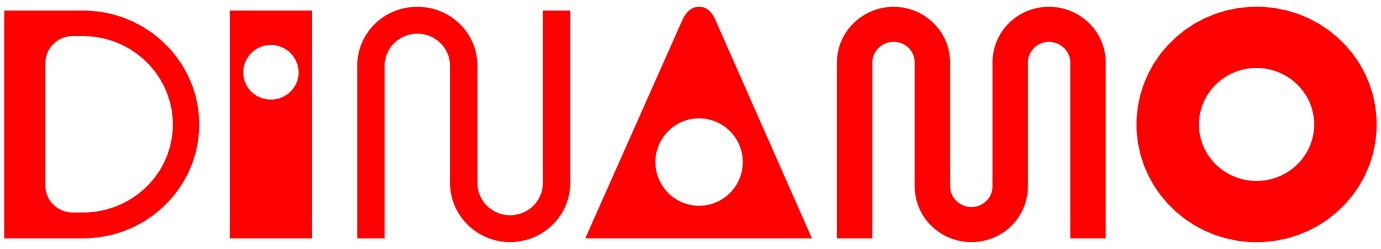
§ 12.3 TAXES

You are responsible for taxes that accrue in your country, including any withholding taxes. We won't have to pay them and they won't be deducted from your payments to us.

§ 12.4 WARRANTIES, REPRESENTATIONS, INDEMNIFICATION & LIABILITY

We are providing the fonts on an "as-is" basis, without any express or implied warranties or representations like warranties of fitness for a particular purpose, merchantability, performance, non-infringement, etc. You warrant and represent that you have the right to enter into this contract and that your use of the fonts will not harm anyone, violate any law, or infringe on anyone's rights. You will indemnify, defend and hold us and our subsidiaries, affiliates, parents, partners and licensees harmless from and against any loss, cost, liability, damage or expense (including reasonable attorney's fees and expenses) that we or such parties may incur or be liable for arising out of any breach of your obligations, representations, or warranties in this agreement. Neither party will be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this agreement. Our maximum liability will never be more than a refund of the fees we received from you under this agreement. We produce fonts using modern technology and test them thoroughly, but we can't promise they'll work perfectly with old systems, proprietary systems, or cutting-edge technologies. If you need the fonts modified to work in an environment that requires special or unusual engineering or if you need the fonts optimized for Microsoft Office, we can charge an engineering fee. Please do send us an e-mail at support@abcdinamo.com if you're having a problem.



§ 12.5 MISCELLANEOUS

This contract, together with terms contained on invoices we send to you, contains the entire agreement between us and overrides any other agreements or discussions. If there is a contradiction between this contract and the terms on an invoice we send to you, the terms on the invoice take precedence. This contract can only be modified or amended if we agree in writing. If you provide a purchase order that has conflicting terms (like through a vendor portal), the terms of this contract will apply exclusively. Our acceptance of payment, issuance of an invoice, fulfillment of an order, or delivery of fonts does not mean we agree to any such terms. This contract completely replaces any previous versions of our licensing terms you have agreed to when buying a license from us or any of our affiliates. If something in this contract turns out to be unenforceable, the rest remains and the unenforceable part will be replaced by the closest possible thing that is enforceable. If we waive a right or allow something once, that does not mean we are waiving it in the future. This contract is governed by German law, without regard to its conflict of laws principles. The exclusive place of jurisdiction for any disputes is Berlin, Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply.