Desktop
Font Software License

All eleven licence types, and this agreement in full: rsztype.com/licenses

Fonts, specimens and direct purchase: rsztype.com

METERING UNIT

Number of Licensed Users

TERM

Perpetual

This End User License Agreement (the **EULA**) is entered into between RSZ Type S.L., a company registered in Spain under CIF B98968985, with registered office at Calle Cádiz 57-11, 46006 Valencia, Spain, trading as Resistenza Type Foundry (**RSZ Type**, **we**, **us**), and the person or entity named on the invoice (**you**, the **Licensee**).

The Font Software is **licensed, not sold**. You acquire the rights expressly set out in this EULA and nothing more. All other rights are reserved.

Scope of this agreement

This EULA governs **only** licenses purchased directly from rsztype.com or resistenza.es. Font Software obtained through any Distributor, marketplace, subscription service, bundled font library or other authorised third-party channel is governed exclusively by that channel's own agreement, whatever it may be. Nothing in this EULA extends, restricts or replaces a license granted through such a channel, and nothing in such a license extends, restricts or replaces this one. If you are unsure which agreement governs your license, the answer is determined by where you acquired it, and your invoice or order confirmation will show that.

Acceptance

By paying for, downloading, installing or Using the Font Software you confirm that you have read and accepted this EULA, and that you have the legal capacity to enter into it. If you do not accept it, do not download, install or Use the Font Software. If you are a Consumer, see Annex A for your right of withdrawal.

Business and consumer licensees

This EULA is written for **professional use**, and almost every license we issue is a business-to-business license. The provisions marked Consumers only, together with **Annex A**, give effect to mandatory European Union and United Kingdom consumer law. **They apply only to Consumers as defined in section 1, and they do not apply to businesses.**

For the avoidance of doubt, you are **not** a Consumer, and no consumer provision of this EULA applies to you, if you license the Font Software as a company, partnership, association, institution, public body, sole trader, freelancer, self-employed professional or autónomo, or otherwise for purposes related to your trade, business, craft or profession. A designer working alone, invoicing clients, is a business licensee, not a Consumer.

If you are a business licensee, sections 6.2, 7.1, 7.2 and 7.4 apply to you in full, jurisdiction is governed by section 8.2, and you have no right of withdrawal.

Your Licence Data

The family or families licensed, the license type, the quantity, the metering tier, the term and the territory are stated on your invoice. Together they are your **Licence Data** and they form part of this EULA. Where the Licence Data and this document differ, the Licence Data prevails.

1 DEFINITIONS

Font Software — the digital files licensed to you, including outlines, glyphs, metrics, hinting, OpenType feature code, variable font instances, and accompanying data and documentation. Any subset, conversion, instance, bitmap, texture atlas, signed distance field or other representation derived from those files remains Font Software for the purposes of this EULA.

Use — Use occurs when the Font Software is installed, loaded into memory, or otherwise made available on a Workstation, device or server in such a way that a person or a process can issue commands that the Font Software executes.

Licensed User — a named individual who is your employee, or a person working exclusively for you under your direction and control, and who is entitled to Use the Font Software. The permitted number is stated in your Licence Data.

Workstation — a single computer or device on which a Licensed User Uses the Font Software.

Output — any file, document, image, video, page, application or product produced with the Font Software.

Static Image — a fixed representation of a design in which the glyph shapes have been rasterised or converted to outlines, and from which the Font Software cannot be recovered.

Addressable Static Image — a Static Image whose individual glyphs, or combinations of glyphs, are addressed, selected or assembled by software, a website, a device or an end user in order to render the design. An Addressable Static Image is **not** a Static Image for the purposes of this EULA.

Consumer — a natural person acting for purposes wholly outside their trade, business, craft or profession. A sole trader, freelancer, self-employed professional or autónomo licensing the Font Software for use in their work is not a Consumer, even where they are a natural person and even where the licence is a single-user licence.

Business Licensee — any Licensee who is not a Consumer, including companies, partnerships, associations, institutions, public bodies, agencies, studios, sole traders and self-employed professionals.

Distributor — any third party authorised by us to license or sublicense the Font Software, including marketplaces, retailers, subscription font services and bundled font libraries.

Affiliate — any entity that directly or indirectly controls, is controlled by, or is under common control with you. **Control** means holding more than fifty per cent (50%) of the voting rights, or having the power to direct the management, of an entity.

Group — you together with all of your Affiliates.

Annual Revenue — the consolidated gross revenue of your Group for its most recently completed financial year. For public administrations, non-profit organisations and other entities without commercial revenue, it means their total annual budget or expenditure for the same period. Where your Group was formed too recently to have completed a financial year, it means its revenue since formation, annualised. Amounts in other currencies are converted to euro at the European Central Bank reference rate on the last day of that period.

Standard Licence — any licence type in our catalogue other than Corporate, bought directly from rsztype.com or resistenza.es at the rates published there.

Corporate Licensee — a Licensee whose Annual Revenue is above EUR 40,000,000 and does not exceed EUR 100,000,000.

Corporate Licence — a licence negotiated directly between you and us, covering the organisation, the use types and the term agreed with you, and governed by this EULA together with the Licence Data recording what was agreed. It is not bought from our website and has no published rate.

Enterprise Licensee — a Licensee whose Annual Revenue exceeds EUR 100,000,000.

Enterprise Agreement — a separate written agreement negotiated directly between you and us, which governs the licensing of the Font Software to an Enterprise Licensee and which prevails over this EULA to the extent the two differ.

Licence Data — the terms stated on your invoice, as described in the preamble.

2 GRANT OF LICENSE — DESKTOP

2.1 Grant. We grant you a non-exclusive, non-transferable license for the number of Licensed Users stated in your Licence Data to install the Font Software on up to two (2) Workstations per Licensed User, being that user's primary machine and one portable machine, and to Use it to produce Permitted Output.

2.2 Permitted Output.

- print of any kind, including editorial, packaging, signage and large format
- logos, wordmarks and identity systems, including registration of those marks

- Static Images published in any medium and on any platform, including social media and video platforms. A still image is licensed the same way whether it is printed, posted, projected or displayed on a screen
- documents and presentations in which the Font Software is embedded for print and preview only, and cannot be extracted or installed
- artwork delivered to a printer or production supplier for the sole purpose of producing your Output.

2.3 Not permitted. This license does not cover, and a separate license is required for:

- serving the Font Software as a webfont on any website or web application (**WebFont Self-Hosted**)
- installation on any server, or server-side rendering of any kind (**Web Server**)
- animated, video or otherwise moving Output, and any Output produced for a brand, channel or account that you do not own or operate (**Social Media**)
- embedding in a mobile or desktop application, game, device or operating system (**Mobile App**, **Gaming**)
- commercially distributed digital publications (**ePub**), digital advertising (**Digital Ad**) or broadcast content (**Broadcast**)
- Addressable Static Images of any kind, as described in section 3.5.

2.4 Production suppliers. A printer, bureau or production supplier may receive artwork containing embedded or outlined glyphs solely to produce your Output. They may not retain, install or reuse the Font Software, and they are not Licensed Users.

2.5 Adding users. Additional Licensed Users may be added at any time at our then-current rates. The number of Licensed Users is the metering unit for the purposes of section 5.

3 GENERAL RESTRICTIONS

The following apply to every license type. Restrictions specific to your license type are set out in section 2.

3.1 No redistribution. You may not sell, sublicense, lend, rent, share, publish, or otherwise make the Font Software available to any third party, or place it on a server, repository, shared drive or asset manager accessible beyond your Licensed Users.

3.2 No modification. You may not modify, adapt, translate, merge with other software or create derivative works of the Font Software, except (a) with our prior written consent, or (b) to the extent that such acts may not lawfully be prohibited, including the acts reserved to lawful acquirers by Articles 5(1) and 5(3) of Directive 2009/24/EC and its national implementations. Any modification made with our consent transfers no ownership, and the result remains Font Software.

3.3 No reverse engineering. You may not reverse engineer, decompile or disassemble the Font Software, except to the extent permitted by Article 6 of Directive 2009/24/EC for the purpose of achieving interoperability, and only after you have requested the necessary information from us in writing and we have failed to supply it within a reasonable time.

3.4 No use in artificial intelligence or machine learning. You may not use, and may not permit any third party to use, the Font Software, any part of it, or any rendered glyphs, outlines, metrics, kerning data, OpenType feature code or other visual elements derived from it, in connection with the development, training, fine-tuning or evaluation of any artificial intelligence or machine learning model, including generative artificial intelligence and deep learning systems, nor to generate, reconstruct or approximate typeface designs.

You will take all reasonable measures to prevent such use, including by any employee, contractor, supplier, platform or service to which you make the Font Software or your Output available, and including by ensuring that the Font Software is not deposited in any repository, dataset or service that reserves the right to use its contents for such purposes.

Notwithstanding the foregoing, metadata associated with the Font Software, such as family names, style names, classification tags and other non-rendered descriptive attributes, may be indexed and used, provided that it neither includes nor enables the reconstruction of the Font Software or its glyph outlines.

This restriction applies whether the use occurs on your own systems or on those of a third party, and survives termination of this EULA. Nothing in this EULA constitutes a reservation-free authorisation of text and data mining, and we expressly reserve our rights under Article 4(3) of Directive (EU) 2019/790 and its national implementations.

3.5 Addressable static images. You may produce Static Images of your Output. You may not produce Addressable Static Images unless your Licence Data expressly includes a Web Server or Corporate license covering that use. This applies in particular to product personalisers, name-and-number and nameset services, on-demand merchandise generators, certificate and badge generators, and any endpoint that renders user-supplied text into an image.

3.6 Conversion and subsetting. You may subset or convert the Font Software only where technically necessary to produce Output permitted by your license type, and only for that Output. Converted or subset files must be protected to the same standard as the originals and may not be distributed separately.

3.7 Agencies, contractors and clients. The license is granted to the invoiced entity only. Independent contractors, freelancers, temporary staff, agencies acting for you and your own clients are not covered and must hold their own licenses. If you produce Output for a client and that client will Use the Font Software, or will reproduce the Output in a way that requires a license type you do not hold, the client must obtain its own license before that Use begins.

3.8 Transfer. The license is personal to the invoiced entity and may not be assigned, sublicensed or otherwise transferred. We will not unreasonably withhold consent to a transfer where (a) you request it in writing, (b) the transferee accepts this EULA in full, and (c) you permanently delete every copy of the Font Software in your possession and certify that deletion to us. Where your entire business, or the division that holds the license, is transferred by merger, acquisition or sale, the license transfers with it provided you notify us in writing within thirty (30) days.

3.9 Licence tier by organisation size. Which licences are available to you depends on the Annual Revenue of your Group, as defined in section 1:

- **Up to EUR 40,000,000** — the **Standard Licences** in this catalogue are available to you, and you can buy them directly from our website.
- **Above EUR 40,000,000 and up to EUR 100,000,000** — you are a **Corporate Licensee**. Standard Licences are not available to you. You must agree a **Corporate Licence** with us, negotiated directly, before any Use begins.
- **Above EUR 100,000,000** — you are an **Enterprise Licensee**. Neither a Standard Licence nor a Corporate Licence is available to you. You must agree an **Enterprise Agreement** with us, negotiated directly, before any Use begins.

Both upper tiers are negotiated rather than bought: neither has a published rate, and no Corporate Licence or Enterprise Agreement comes into being until it is agreed in writing with us. Write to us at info@rsztype.com and we will quote for your organisation.

The difference between the two tiers is what is open to negotiation. A Corporate Licence settles the organisation covered, the use types included, the size and the term, and is governed by this EULA. An Enterprise Agreement can go further and vary the agreement itself.

What an Enterprise Agreement covers. An Enterprise Agreement is negotiated for your organisation and may vary any term of this EULA, including the territory, the term, the number of brands, affiliates, franchisees and external suppliers covered, redistribution within your supply chain, deployment and support arrangements, and the fee. Where an Enterprise Agreement is in force, it prevails over this EULA to the extent the two differ.

When it is tested. Your tier is tested on the date you buy a Standard Licence, or on the date a Corporate Licence or Enterprise Agreement is signed. A licence validly acquired in one tier is not affected if your Group later grows into a higher one, and remains valid for its full term. Any further licence, any additional Licensed Users and any renewal acquired after you have moved up a tier falls under the tier you are then in. If you move up a tier, you will tell us within thirty (30) days.

Agencies and suppliers. Your tier is determined by the Annual Revenue of your own Group, as the invoiced entity, and not by the size of the organisations you work for. An agency, studio or supplier in the standard tier may hold Standard Licences whatever the size of its clients. Section 3.7 continues to apply: a client that will itself Use the Font Software must hold its own licence, in the tier that its own Annual Revenue places it in.

Certification and verification. By buying a Standard Licence you confirm that your Annual Revenue places you in the standard tier, and section 5 applies to that confirmation. Where we have reasonable grounds to think otherwise — because your Group is listed on a public stock exchange, spans several countries, or uses the Font Software across several brands — we may ask you for documentation sufficient to establish your tier, such as annual accounts or public registry filings. Those circumstances do not by themselves place you in a higher tier.

True-up. If your Annual Revenue placed you in a higher tier on that date, you will take the licence or agreement that tier requires, at our then-current rates, with effect from that date. The fees you have already paid are credited in full against it.

3.10 Desktop license required for production. Installing the Font Software on a Workstation requires a **Desktop** license. Every other license type in our catalogue licenses an output, a deployment or a distribution, not an installation. Where producing the Output permitted by your license type involves design work on a Workstation, each person doing that work must be covered by a current Desktop license held by you, in addition to the license granted by this agreement.

Two license types carry their own installation rights and are not affected by this section: **Non-Commercial**, whose scope is desktop and nothing else, and **Corporate**, which includes Desktop for the organisation size stated in your Licence Data. Installation on a server is not installation on a Workstation and is governed by the **Web Server**, **WebFont Self-Hosted** or **Corporate** license instead.

3.11 Trademarks. Nothing in this EULA grants any right in our names, logos or trademarks. RESISTENZA TYPE FOUNDRY is a mark of RSZ Type S.L..

3.12 Typographic credit. Where a credit line is customary, we would be glad to be named as "[Family] by Resistenza Type Foundry". This is a request, not a condition of the license.

4 TERM AND TERMINATION

4.1 Term. The license begins on receipt of full payment and runs for the term stated in your Licence Data, either perpetually or for a fixed period.

4.2 Termination for breach. If you materially breach this EULA and do not remedy the breach within fourteen (14) days of our written notice, the license terminates automatically at the end of that period. Where the breach is not capable of remedy, the license terminates on written notice.

4.3 Effect of termination. On termination you must immediately cease all Use, and within seven (7) days delete every copy of the Font Software in your possession or control, including copies held on servers, backups and archives. On our written request you must certify that deletion. Output lawfully produced before termination may continue to be used, except where the breach relates to that Output.

4.4 No refund. Termination does not entitle you to a refund and does not limit any other remedy available to us. Consumers only: this section does not affect the statutory rights set out in Annex A.

5 AUDIT AND CERTIFICATION

5.1 Certification. On our reasonable written request, and no more than once in any twelve (12) month period unless we have reasonable grounds to suspect a breach, you will provide within thirty (30) days documentation sufficient to demonstrate that your Use falls within your Licence Data. Depending on the license type this means the number of Licensed Users, the registered domains, monthly pageviews, application downloads, ad impressions, distributed titles or other applicable metering unit, together with a certification signed by an authorised representative.

5.2 Proportionality and data protection. We will not request personal data. Documentation may be pseudonymised or aggregated provided it remains verifiable. Any information you provide will be used solely to verify compliance and will be treated as confidential.

5.3 True-up. If your Use exceeds your Licence Data, you will license the excess at our then-current rates within thirty (30) days, with effect from the date the excess began. This does not prejudice any other remedy.

6 WARRANTY

6.1 Limited warranty. We warrant that for ninety (90) days from delivery the Font Software will perform substantially in accordance with its documentation, and that we hold the rights necessary to grant this license. Your sole remedy for breach of this warranty is, at our option, replacement of the Font Software or refund of the fees paid for the affected family.

6.2 Disclaimer. Except as stated in section 6.1, and to the fullest extent permitted by applicable law, the Font Software is provided **as is** and we disclaim all other warranties, express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. **This section applies in full to Business Licensees.**

6.3 Consumers only. Section 6.2 does not apply to Consumers. If you are a Consumer, the statutory conformity rights set out in Annex A apply instead and are not affected by this section. This provision is available only to Consumers as defined in section 1, and confers no right on a Business Licensee.

7 LIMITATION OF LIABILITY

7.1 Cap. Our total aggregate liability arising out of or in connection with this EULA is limited to the fees you paid for the affected Font Software in the twelve (12) months preceding the event giving rise to the claim.

7.2 Excluded loss. We are not liable for indirect, incidental, special or consequential loss, nor for loss of profits, revenue, data, goodwill, anticipated savings or business interruption, however caused and whether or not foreseeable.

7.3 Nothing excluded that cannot be. Nothing in this EULA excludes or limits our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for wilful misconduct or gross negligence, or for any other liability that may not lawfully be excluded or limited. Consumers only: Annex A sets out further liability that may not be limited under mandatory consumer law.

7.4 Indemnity. You will indemnify us against third-party claims arising from Use outside your Licence Data. Consumers only: this section does not apply to you.

7.5 Business Licensees. Sections 7.1, 7.2 and 7.4 apply in full to Business Licensees. The limitations in this section have been taken into account in setting our licence fees and are agreed to be reasonable between commercial parties.

8 GOVERNING LAW AND JURISDICTION

8.1 Governing law. This EULA is governed by the laws of Spain, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods.

8.2 Jurisdiction, Business Licensees. Where you are a Business Licensee, the courts of Valencia, Spain have exclusive jurisdiction over any dispute arising out of or in connection with this EULA, and section 8.3 does not apply to you.

8.3 Jurisdiction, Consumers only. If you are a Consumer, the choice of law in section 8.1 does not deprive you of the protection of the mandatory provisions of the law of your country of habitual residence (Article 6 of Regulation (EC) No 593/2008). You may bring proceedings in the courts of your domicile, and we may bring proceedings against you only in those courts (Articles 17 to 19 of Regulation (EU) No 1215/2012). This provision is available only to Consumers as defined in section 1.

8.4 Mandatory local law prevails. If the law of your jurisdiction grants you rights that cannot be waived by agreement and that go beyond those set out in this EULA, those rights prevail to the extent of the conflict, and the remainder of this EULA continues in full force. This section gives effect to mandatory law wherever you are located, including outside the European Economic Area. It does not extend consumer protections to a Business Licensee: rights reserved by law to consumers are available only to Consumers as defined in section 1.

9 GENERAL

9.1 Entire agreement. This EULA, together with your Licence Data, is the entire agreement between us. Your purchase orders, supplier terms or standard conditions do not apply, even if we do not object to them.

9.2 No unilateral amendment. This EULA may be varied only by a written document signed by an authorised representative of RSZ Type S.L.. We may publish new versions of this EULA, but a new version applies only to licenses purchased after its publication date. **The version stated on your invoice is the version that governs your license, for as long as it lasts.**

9.3 Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or if that is not possible, severed. The remaining provisions continue in force.

9.4 No waiver. A failure to enforce a provision is not a waiver of it.

9.5 Language. The English version of this EULA governs. Translations are provided for information only. Consumers resident in Spain may rely on the Spanish version.

9.6 Notices. Notices to us: info@rsztype.com, or Calle Cádiz 57-11, 46006 Valencia, Spain. Notices to you: the email address on your invoice.

9.7 Survival. Sections 3.4, 4.3, 5, 7, 8 and 9 survive termination.

ANNEX A CONSUMERS ONLY — MANDATORY RIGHTS IN THE EEA AND THE UNITED KINGDOM

This Annex applies only if you are a Consumer as defined in section 1, resident in the European Economic Area or the United Kingdom. Where it applies, it prevails over any conflicting provision in the body of this EULA.

It does not apply to Business Licensees. If you license the Font Software as a company, agency, studio, institution, public body, sole trader, freelancer, self-employed professional or autónomo, or otherwise for purposes related to your trade, business, craft or profession, none of the rights in this Annex is available to you, and sections 6, 7 and 8.2 of this EULA apply to you in full. The consumer legislation referred to below is addressed to consumers and confers no right on a business.

A.0 Declaring your status. You declare your status when you purchase. Where you supply a VAT identification number, a company name, a CIF or NIF used for business purposes, or a business billing address, you license as a Business Licensee. Where you gave incorrect information in order to obtain rights reserved to Consumers, those rights do not arise.

A.1 Statutory conformity. We are liable to you for any lack of conformity of the Font Software under Directive (EU) 2019/770 and its national implementations, including in Spain Royal Legislative Decree 1/2007, for a period of two (2) years from supply, or for the duration of supply where the Font Software is supplied continuously. Section 6 does not limit that liability.

A.2 Liability. Section 7 does not limit any liability that may not be limited under mandatory consumer law. Sections 7.4 and 7.5 do not apply to you.

A.3 Right of withdrawal. You have fourteen (14) days from the conclusion of the contract to withdraw without giving a reason. Because the Font Software is digital content supplied without a tangible medium, you lose that right once download or delivery begins, but only if you gave prior express consent to immediate performance and acknowledged that you would lose the right, at the point of purchase. If we did not obtain that consent and acknowledgement, you keep the full fourteen days and are entitled to a full refund. To withdraw, email info@rsztype.com with your invoice number, or use the model withdrawal form annexed to Directive 2011/83/EU.

A.4 Unfair terms. No provision of this EULA is intended to operate as an unfair term under Directive 93/13/EEC. Any provision that would do so is inapplicable to you.

A.5 Jurisdiction. See section 8.3. You may also submit a complaint through the European Commission's online dispute resolution platform.

A.6 United Kingdom. If you are resident in the United Kingdom, your statutory rights under the Consumer Rights Act 2015 apply in place of sections A.1 and A.3, and the courts of your domicile have jurisdiction.

ANNEX B EXPORT CONTROL AND SANCTIONS

You represent and warrant that you are not located in, and will not Use, export or re-export the Font Software to, any country, entity or individual subject to sanctions or trade embargoes imposed by the European Union, the United Nations, the United Kingdom or the United States, and that you do not appear on any applicable restricted party list. You will comply with all applicable export control laws in your Use of the Font Software.

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