§ 1 Applicability

These general terms and conditions (GTC) apply to all contracts concluded between you and us, the license provider Softdrive® Foundry, Görlitzer Straße 52, 10997 Berlin, VAT ID DE327750759, via this online shop, unless something else has been expressly agreed in writing.

If you download, install, upload, send, use, or otherwise handle our fonts, you agree to the terms of this contract. We do not accept deviating or conflicting conditions unless we have expressly agreed to them in writing.

§ 2 Ordering in our online shop; Processing of your personal data

(1) In our online shop you may order as a guest or by creating a user account. For information on the processing of your data, please read our privacy policy at softdrivefoundry.com/privacy-policy.

§ 3 Conclusion of contract, contract language

(1) We offer fonts that we have developed. They are provided as software (so-called font software). When used properly, the software generates digital fonts which can be used in suitable application programs.

(2) Fonts are provided as static fonts in OTF and TTF format for desktop computers and apps. Fonts in OTF format are also optimized for print production. Web, App / Game and Studio Licenses additionally include the WOFF and WOFF2 formats for use on websites. Variable fonts (TTF) are available on request for the families that have them.

(3) After full payment is received, you will receive an e-mail with the invoice and a download link for the font software. The license holder, the license type and the size range are stated on the invoice. The licenses are defined in § 5 below.

(4) The presentation of fonts in our online shop is not a binding offer. By clicking "Pay" on the payment page you submit a binding offer to purchase the selected licenses. The contract is concluded when we accept your offer by sending the order confirmation e-mail. The contract language is English.

§ 4 Information for consumers

(1) We grant customers who are consumers a right of withdrawal in accordance with the following withdrawal policy. A consumer is any natural person who enters into a legal transaction for a purpose that can be attributed neither to their commercial nor to their independent professional activity (§ 13 BGB).

WITHDRAWAL POLICY

RIGHT OF WITHDRAWAL
You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us, Softdrive® Foundry, Görlitzer Straße 52, 10997 Berlin, e-mail: info@softdrivefoundry.com, by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You may use the attached model withdrawal form, but this is not obligatory. To meet the withdrawal deadline, it is sufficient that you send your notice of withdrawal before the withdrawal period has expired.

CONSEQUENCES OF WITHDRAWAL
If you withdraw from this contract, we shall reimburse all payments we have received from you without undue delay and no later than fourteen (14) days from the day on which we received the notice of your withdrawal. For this repayment we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

EARLY EXPIRY OF THE RIGHT OF WITHDRAWAL
Your right of withdrawal expires early, for a contract for the supply of digital content not on a tangible medium, once we have begun to perform the contract, if you have expressly agreed that we begin performing the contract before the withdrawal period has expired, you have acknowledged that by giving this consent you lose your right of withdrawal once performance has begun, and we have confirmed this to you on a durable medium. We begin performing the contract when the download link is made available to you.

END OF THE WITHDRAWAL POLICY

MODEL WITHDRAWAL FORM
(If you want to withdraw from the contract, please fill out this form and send it back.)

To Softdrive® Foundry, Görlitzer Straße 52, 10997 Berlin, e-mail: info@softdrivefoundry.com
I / we hereby withdraw from the contract concluded by me / us for the supply of the following digital content: .....
Ordered on / Invoice No.: .....
Name of the consumer(s)
Address of the consumer(s)
Signature of the consumer(s) (only if this form is notified on paper)
Date .....

(2) We are neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration board.

§ 5 Scope of license

(1) DEFINITIONS
The license holder is the person or organization named as such on the invoice. Only the license holder may use the fonts under the license.

A Studio is a design studio, agency or freelance designer holding a Studio License. A Client is a person or organization for whom a Studio creates work.

An End-user License is held by the organization that publishes the work made with the fonts: usually the Client, or the buyer itself for its own projects. It can be bought on the Client's behalf; the Client is then named as license holder.

Fonts are used in various ways and in various media, so we offer different licenses for different uses (§ 5 (5)). The license type purchased and the size of the license holder (§ 5 (4)) are stated on the invoice.

(2) LICENSE UPGRADES
A license upgrade must be purchased if the license holder grows beyond the size range stated on the invoice. This applies to a Studio growing into a larger size range as well. Licenses purchased previously are credited against the price of the new licenses. Upgrades are arranged by contacting us at license@softdrivefoundry.com; they cannot be bought in the online shop.

Apart from that, license fees are one-time fees. There are no subscription fees. For unlimited use without later upgrades, the Enterprise License (§ 5 (5)) is suitable.

(3) Our licenses are issued without temporal or geographical limitations.

(4) SIZE RANGES
Apart from choosing the type of use, the size of the license holder is the only parameter that determines a license: the number of people it employs, part-time staff included. For a Studio, the freelancers who regularly work for it count as well. Information about web traffic or the number of app downloads is not relevant and does not need to be provided.

For an End-user License, the size of the organization holding it is decisive. For the Studio License, the price follows the size of the Studio; the size of its Clients only decides which work it covers (§ 5 (5)). For cultural institutions, only the people working for the institution itself count, not those of its public or private owner.

The licenses are based on the following size ranges:

1 – 3 people
4 – 10 people
11 – 25 people
26 – 50 people
51 – 100 people
101 – 150 people
151 – 250 people
251 – 500 people
501 – 750 people
751 – 1,000 people
1,001 – 1,250 people
1,251 – 1,500 people
1,501 – 1,750 people
1,751 – 2,000 people
2,001 – 2,500 people
2,501 – 3,000 people
3,001 – 5,000 people

Licenses for more than 5,000 people are available only on request at license@softdrivefoundry.com (Enterprise License). The Studio License uses the ranges up to 1,000 people.

(5) LICENSE TYPES

TRIAL LICENSE / EARLY TRIAL LICENSE
The free trial license allows our fonts to be tested in order to determine whether a specific license is suitable for a future purchase. It also permits designers to use the fonts for presentations in the context of educational events, or within the scope of a pitch or a proposal to clients. Trial fonts are provided in desktop formats (OTF, TTF) only.

STUDENT LICENSE
The Student License allows students to use our fonts free of charge for non-commercial educational and personal projects during their studies. Use in any professional context, including freelance, commercial work, internships or client projects, is not permitted under this license and

requires a commercial license. After graduation, use of the fonts under this license is limited to non-commercial personal projects. If the fonts are used in professional or commercial work at any time, a corresponding commercial license must be purchased.

STUDIO LICENSE
The Studio License is issued to a Studio and covers all people working for the Studio up to the size stated on the invoice. It allows the Studio to install the fonts on its own devices and to use them to create static, non-interactive work in print and digital media, for its own purposes and for its Clients.

The Studio License covers work for Clients with up to 50 employees, for any number of Clients and projects. The only exception is for cultural and non-profit Clients: for them, it covers print and social media work regardless of their size, but not logos and visual identities, which it covers only for Clients with up to 50 employees.

Within these limits, the Studio License covers posters, books, publications, programs, signage, exhibition graphics, images, presentations, merchandise, and social media posts, including animated posts, on channels with fewer than 25,000 followers. It also covers logos and visual identities, such as business cards, letterheads and flyers, provided the Studio produces these applications itself.

The Studio License further covers the Studio's own website: one (1) web domain owned by the Studio, including its subdomains, under the terms of the End-user License: Web below.

The Studio License does not cover:

- any work for commercial Clients with more than 50 employees;
- logos and visual identities for Clients with more than 50 employees, including cultural and non-profit Clients;
- the registration of a logo as a trademark (see § 5 (6));
- websites, apps, e-mail templates or any other use in which the font software is embedded, other than the Studio's own website;
- use of the fonts by Clients or other third parties, including Clients setting text in the fonts themselves;
- video, broadcast and film, and social media channels with 25,000 followers or more.

For any of these uses, the Client must acquire an End-user License of its own.

A Client's size is assessed when the work is created. Work created under the Studio License, including logos and identities, may continue to be used without time limit, even if the Client later grows beyond 50 employees.

The font software must not be passed on to Clients, printers or other third parties. Documents may be shared as described in § 5 (9).

END-USER LICENSE: DESKTOP
With a Desktop License, the license holder may install the fonts on its devices to create static, non-interactive print and screen content such as posters, logos (not registered as trademarks), images, books, animations, objects, signage and merchandise.

END-USER LICENSE: WEB
The Web License restricts the use of the font software to one (1) web domain, including its subdomains, as stated by the buyer. Web-licensed fonts may be used via CSS and @font-face. Web traffic is unlimited. For each additional domain, an additional Web License must be purchased. The font software must be stored so that its location is not discernible: there must be no public link for downloading it, and it must not be possible for a third party to link to, copy or download it directly. The web font may only be used on the designated domain. Only the WOFF, WOFF2 and TTF files provided by us may be used. OTF files from the Desktop License are not suitable for web applications and must not be converted into web formats.

END-USER LICENSE: APP / GAME
This license is required to embed a font into one (1) app, such as a mobile app, web app, e-publication, digital point-of-sale system or e-commerce application, or into one (1) PC, browser or video game. Each additional app or game requires a separate license.

END-USER LICENSE: ENTERPRISE
The Enterprise License covers unlimited use across all the license types offered on softdrivefoundry.com, without a limit on the size of the organization. It is not available in the online shop; please contact us at license@softdrivefoundry.com.

(6) LICENSE EXTENSIONS
License extensions grant rights beyond the license types above. If your project needs one of them, please contact us at license@softdrivefoundry.com.

TRADEMARKED LOGO
This extension is required if a logo created with our fonts is to be registered as a trademark. If several distinct logos are registered, each may require its own extension. The extension is acquired by the owner of the trademark, together with an End-user License held by it, also where the logo was designed under a Studio License. A Studio License

cannot be extended to cover trademark registration.

Fonts may be converted into outlines or vector shapes for logo development and editing. Modification of the original font files is not permitted without our prior written approval.

FONT CUSTOMIZATION
This extension is required to modify the outlines of one or more glyphs of our fonts. Any adaptation, modification or extension of the font families requires our prior approval. We also offer custom modification services directly.

CUSTOM FONT NAMING
To change the name of one of our fonts, two options are generally available:
- adding a name (e.g. a company or project name) alongside the original font name;
- renaming the font family entirely, usually together with the Font Customization extension.

Fees depend on the extent of the request.

(7) SPECIAL USE CASES

CULTURAL AND NON-PROFIT ORGANIZATIONS
Cultural institutions and non-profit organizations receive 33 % off all End-user Licenses, at every size; the option is selected at checkout. The Studio License has no cultural discount.

POLITICAL USE
Any use of our typefaces in a political context, including campaigns and messages (slogans, claims, logos) by parties or organizations, requires our prior approval.

RELIGIOUS USE
Any use of our typefaces in a religious context, including campaigns and messages (slogans, claims, logos) by organizations, requires our prior approval.

(8) GENERAL RESTRICTIONS
The following is not permitted with our fonts:
- use in any discriminatory or violence-glorifying context;
- use in a political or religious context without our permission;
- altering, editing, decompiling, modifying, translating, disassembling, reformatting, converting or renaming the font software, or exploring, copying or making publicly available its source code;
- duplication (except for backup copies), distribution and making available to the public;
- creating derivative works based on our fonts;
- changing the font name, or redistributing a font file with a changed name, without our permission;
- embedding fonts so that end users can access them;
- placing the font software on public servers, or on publicly accessible media, computers or devices;
- creating new fonts from the font software and its data, including metrics, kerning, hinting and glyph outlines, through artificial neural networks, machine learning or other algorithmic or generative processes. This includes all automated or AI-based methods that use the font software or its data to train systems for the synthesis, generation or modification of fonts, regardless of the purpose, the application or the product.

(9) RIGHTS OF USE
We grant the license holder simple, i.e. non-exclusive, rights of use to the font software. Their scope is determined by the license type (§ 5 (5)); they are unrestricted in time and territory. Reproduction (except backup copies), distribution and making available to the public are prohibited. The font software must not be altered, edited, decompiled, modified, translated, disassembled, reformatted, converted or renamed, and its source code must not be researched or copied in any way.

If the license holder violates these obligations, we are entitled to revoke the right of use. Documents containing our fonts may only be passed on in read-only, preview and print form, so that recipients cannot extract the fonts and use them to create new documents.

(10) BACKUP
A backup copy of the font software may be kept on the license holder's external storage media. The font software must not be installed on a public server.

§ 6 Technical steps up to the conclusion of the contract and correction of input errors

(1) In the online shop you first choose the fonts and the license: a Studio License or an End-user License with the license types needed, and the size range. In the second step you enter the license holder's details. In the third step you enter the invoice address, choose a payment method, accept these GTC and give the consent described in § 4 (1), and click "Place order". You are then taken to the page of our payment provider, where you review the order and complete it by clicking "Pay" (§ 3 (4)).

(2) Until you click "Pay", you can correct your entries at any time: by going back to the previous step, editing the fields in the checkout, or leaving the payment page to return to the checkout.

§ 7 Storage of the contract text

You receive the contract details, the invoice and a link to these GTC by e-mail once the contract is concluded. If you ordered with a user account, you can also download your invoices from your order history. The GTC in force at the time of your order are stated by version and date.

§ 8 Payment conditions

(1) The purchase price is due immediately when the order is placed. Payment can be made by credit card, PayPal or SEPA direct debit, processed by our payment provider Stripe.

(2) Prices are stated without value-added tax, which is added at checkout according to the country of the invoice address. Customers in Germany always pay German VAT. For businesses in other EU member states that state a valid VAT identification number, the reverse charge procedure applies: the invoice is issued without VAT and the recipient accounts for it. We verify VAT identification numbers with the EU's VIES database. Customers outside the EU are not charged German VAT.

§ 9 Warranty, Testing obligations

(1) If the font software delivered is defective, you are entitled, within the scope of the statutory provisions, to demand supplementary performance in the form of removal of the defect or delivery of a defect-free item. We are entitled to choose the form of supplementary performance. If supplementary performance fails, you may reduce the purchase price or withdraw from the contract.

(2) Except for consumers, it is a prerequisite for any warranty rights that you have properly fulfilled all inspection and complaint obligations under § 377 HGB.

(3) Within the usual duties of care, the license holder is obliged to check the fonts professionally for the intended target medium before their final use, or to have this done by specialist personnel, e.g. a graphic designer commissioned for this purpose. For extensive print production or a similar analog medium (signage, cutting plots, etc.), a test print or test sample must be produced before final production. If this reveals an error clearly attributable to one of our typefaces, it must be reported to us immediately so that it can be corrected.

(4) For entrepreneurs, the limitation period for warranty claims is, except for claims for damages, twelve months from receipt of the font software.

§ 10 Limitation of liability

We are liable for intent and gross negligence. We are also liable for the negligent breach of obligations whose fulfillment is essential to the proper performance of the contract, whose breach jeopardizes the purpose of the contract, and on whose fulfillment you as a customer may regularly rely. In the latter case, we are liable only for the foreseeable damage typical for this type of contract. The same applies to breaches of duty by our vicarious agents.

These limitations do not apply to injury to life, body or health. Liability under the Product Liability Act remains unaffected.

§ 11 Final provisions

(1) Amendments or supplements to these terms and conditions require the written form to be binding.

(2) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law applies only insofar as it does not deprive them of the protection of mandatory provisions of the law of the country in which they have their habitual residence.

(3) If the contracting party is an entrepreneur, the place of performance and the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Berlin.

(4) If individual provisions of these terms and conditions are or become ineffective, the remaining provisions remain unaffected. The statutory provisions take the place of the ineffective provision.