

## TOO LONG DIDN'T READ

By using *Naípe Foundry's* trial fonts you agree to restrict this use for **testing and mock-ups only**. Uses beyond these require the purchase of a full license.

Students may use these in school work, but not commercial work.

Use on social media for personal projects is permitted with an attribution, mention and compliment. I.E. "Font used is Pacaembú by @naípe.xyz, a font so good I can't believe I've lived this long without it"

Use for social justice, fighting racism, fascism, colonialism or sexism is permitted and encouraged, no credit necessary.

## 1) ACCEPTANCE OF TERMS

This End User License Agreement dictates the terms of use of the Font Software issued by *Naípe Foundry*. It is between You, the downloader/licensee, and the maker, Álvaro Franca d/b/a/ *Naípe Foundry*.

By downloading and/or installing, copying or using the Font Software you acknowledge to understand and promise to comply with the terms stated in this agreement. For any needs not covered by this license, please reach out to *Naípe Foundry* via the e-mail [abc@naípe.xyz](mailto:abc@naípe.xyz)

## 2) TRIAL FONTS

A Trial Font License permits you to use Trial Fonts for preview and evaluation purposes. Under this license, you may install the Trial Fonts on any number of devices. You are permitted to use the Trial Fonts in self-initiated, personal, or student work.

You are also permitted to post this work on social media, on the condition that you mention *Naípe Foundry* and the name of the typeface within the post.

Use of the Trial Fonts in any commercial work, or any work produced on behalf of a third party, is not permitted. You are not permitted to use the Trial Fonts in presentations or pitches for commercial clients

## 3) MODIFICATIONS

You shall not under any circumstances decompile, modify, reverse-engineer, reformat, alter, or edit the Fonts or engage any third party to do so without prior written permission from *Naípe Foundry*.

## 4) TERM

This Agreement is effective forever, except that if you breach any of its terms, *Naípe Foundry* reserves the right to charge you the cost of a license covering your actual usage of the Fonts, on a per-infringement basis and without discounts, and/or to terminate the Agreement.

## 5) WARRANTIES

*Naípe Foundry* makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. The Fonts are not intended and were not designed for use in any circumstances where fail-safe operation is required. The Fonts shall not be used in any circumstances where a defect or fault in the Fonts could lead to personal injury, death, property damage, or severe physical or environmental damage.

Without limiting the foregoing, *Naípe Foundry* shall in no event be liable to you or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption or loss of business information, arising out of the use or inability to use the product even if notified in advance.

Under no circumstances shall *Naípe Foundry's* liability exceed the cost of the license you purchased.

You agree to indemnify and hold *Naípe Foundry* harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement

## 6) GOVERNING LAW

This Agreement shall be governed, enforced, and construed in accordance to the laws of the Federative Republic of Brazil as they apply to contracts entered into and wholly performed therein.

Any dispute arising from the selling and purchasing of goods from *Naípe Foundry* shall be settled according to Brazilian law.

The parties elect the Foro da Comarca da Capital do Estado do Rio de Janeiro to settle any disputes emanating from this Agreement, relinquishing all other courts.

## 7) COMPLETE AGREEMENT AND WAIVER

You acknowledge to be bound by the terms and conditions set herein and further agree that the Agreement is the complete and exclusive statement of the agreement between *Naípe Foundry* and You, the licensee, which supersedes any prior proposal and prior agreement, both oral and in writing.

The failure of *Naípe Foundry* to insist upon strict adherence to any term of this agreement on any occasion shall not be construed as a waiver and shall not deprive *Naípe Foundry* of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.