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By downloading, installing, or using the Software, you confirm that you have read, understood, and agreed to the terms of this Agreement. If you do not agree, do not install or use the Software and contact us at [info@peggofonts.com](mailto:info@peggofonts.com) to arrange a return.

### 1. OWNERSHIP & NATURE OF LICENSE

The Software — including all font files, metadata, and associated files — is and remains the exclusive intellectual property of Pedro González / Peggo Fonts™, protected under copyright law and international treaties, including the Berne Convention, the TRIPS Agreement, and the WIPO Copyright Treaty.

Purchasing a license does not transfer ownership of the Software. You are granted a non-exclusive, non-transferable right to use the Software under the terms described in this Agreement.

### 2. LICENSE GRANT

Subject to your compliance with this Agreement and payment of the applicable license fee, the Foundry grants you the right to:

- ☞ Use the Software in the production of the specific title(s) listed in your purchase, including TV spots, streaming video, film titles, motion graphics, and online video content.
- ☞ Distribute the finished production through any broadcast or streaming channel, provided the Software appears only as rendered visual output (typography within the video frame).
- ☞ Use the Software commercially for the licensed production(s).

The scope of this license is defined per production title. A production title is understood as a single identifiable project (a film, a series season, a campaign, a broadcast spot). Each distinct production title requires its own license.

### 3. RESTRICTIONS

The following are expressly prohibited unless a separate written agreement with the Foundry explicitly permits them:

#### 3.1 Output Only

- The Software must never be delivered or transmitted as a font file to any third party, including post-production studios, broadcast partners, distributors, or clients. Only the final rendered video/motion output may be delivered.

#### 3.2 Modification & Reverse Engineering

- Modifying, adapting, translating, converting, or creating derivative works based on the Software.
- Reverse engineering, decompiling, or extracting data from the font files.
- Altering, removing, or obscuring any copyright notice, authorship metadata, font name, or trademark identifier contained within the Software.
- Any modification or adaptation you require must be arranged directly with the Foundry as a separate custom service engagement.

### 3.3 AI & Automated Systems

- Using the Software, its glyphs, or any derivative output as training data, input, or reference material for machine learning, artificial intelligence, or any automated generative system.

## 4. LICENSEE SECURITY OBLIGATIONS

You are solely responsible for keeping the Software secure after delivery. The following obligations apply:

- Store font files in locations accessible only to individuals within the Licensed Scope. Do not place them in public cloud folders, shared drives open to unauthorized parties, or unprotected servers.
- On shared workstations, restrict access to the font files to authorized users only.
- Treat the Software as confidential proprietary material, applying at minimum the same level of care you apply to your own valuable digital assets.
- Do not forward, email, upload, or otherwise transmit the font files to any third party under any circumstances, including clients, contractors, or external collaborators — even temporarily.
- If a contractor or external collaborator needs to use the font as part of work they perform for you, they must obtain their own license for the duration of that engagement, unless they work exclusively on your licensed machines within the Licensed Scope.

## 5. LICENSE SCOPE & UPGRADES

Your license covers the specific CPU count or installation tier selected at the time of purchase, as stated in your purchase confirmation.

If your usage grows beyond the Licensed Scope — for example, you add a new broadcast title or motion media production beyond the tier you purchased — you are obligated to upgrade your license before exceeding that limit, not retroactively.

- Standard tier upgrades can be completed directly at [peggofonts.com](https://peggofonts.com).
- Volumes above 15 titles, multi-entity arrangements, or other complex scenarios require direct contact with the Foundry at [info@peggofonts.com](mailto:info@peggofonts.com).

The Foundry reserves the right to invoice for retroactive coverage in documented cases of undisclosed over-use. A reasonable good-faith grace period may be offered at the Foundry's sole discretion where exceedance was unintentional and promptly corrected.

## 6. DELIVERY

The Software is delivered in .OTF (OpenType Format). Additional formats (.TTF, WOFF, WOFF2) may be available depending on the specific font. The Foundry delivers the Software through a protected delivery system. Delivery is final upon successful download to your account.

For delivery issues or format inquiries, contact [info@peggofonts.com](mailto:info@peggofonts.com).

## 7. BACKUP COPY

You may retain one (1) archival backup copy of the Software solely for recovery purposes. The backup copy is subject to all the same restrictions as the original and may not be used as an additional active installation.

## 8. UPDATES & VERSION POLICY

Your license covers the version of the Software available at the time of purchase, including minor updates and corrections to the same major version (e.g., bug fixes, glyph corrections, kerning improvements). Major redesigns or new font versions released under a new product name constitute separate products and require a new purchase.

The Foundry reserves the right to release updates at its discretion. No obligation to release updates is implied by this Agreement.

## 9. CUSTOMIZATION

This license does not grant the right to modify the Software in any way. If you require a custom adaptation, extension, or derivative of the font — such as additional glyphs, modified letterforms, or a bespoke version — this must be commissioned as a separate custom design service through the Foundry.

Custom work is subject to a separate agreement. Contact [info@peggofonts.com](mailto:info@peggofonts.com) to discuss requirements and terms.

## 10. LIMITED WARRANTY

The Foundry warrants that the Software, as delivered, is substantially free from defects that would prevent it from functioning as described. If you encounter a defect, the Foundry will, at its discretion, provide a repaired or replacement version.

Warranty claims must be submitted within 14 days of purchase to [info@peggofonts.com](mailto:info@peggofonts.com).

This warranty does not cover: incompatibilities with specific software environments, rendering differences across platforms or operating systems, issues arising from unauthorized modification, or problems caused by the Licensee's hardware or software configuration.

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## 11. LIMITATION OF LIABILITY

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The Foundry's total cumulative liability under this Agreement shall not exceed the amount you paid for the applicable license.

The Licensee assumes full responsibility for the suitability of the Software for their intended use and for any decisions made based on design output produced using the Software.

## 12. BREACH & TERMINATION

This Agreement remains in effect until terminated. The Foundry reserves the right to terminate this license immediately upon breach of any term of this Agreement.

Upon termination, you must:

- Immediately cease all use of the Software.
- Delete all copies of the Software from all devices and storage locations under your control, including backups.
- Certify in writing, upon request, that all copies have been destroyed.

Upon suspected breach, the Foundry will issue written notice to the registered account email before pursuing further action, except in cases of clear and willful piracy or redistribution, in which case the Foundry may act without prior notice.

Confirmed breach may result in civil liability under applicable copyright law. The Licensee, not the Foundry, bears full legal responsibility for any unauthorized use or distribution of the Software originating from their custody.

### 13. GOVERNING LAW & JURISDICTION

This Agreement is governed by the laws of the Republic of Chile. Both parties agree to comply with applicable international intellectual property treaties, including:

- The Berne Convention for the Protection of Literary and Artistic Works.
- The TRIPS Agreement (Trade-Related Aspects of Intellectual Property Rights, WTO).
- The WIPO Copyright Treaty (digital rights and anti-circumvention protections).

Any dispute arising from or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Chile, specifically the C. A. of Santiago, Compañía N° 1140, P.1, Santiago, unless otherwise mandated by applicable law.

### 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between you and the Foundry with respect to the Software and supersedes any prior representations, agreements, or communications. It may only be amended in writing signed by an authorized representative of the Foundry.

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

### QUESTIONS & CONTACT

For licensing questions, upgrade requests, custom work, or to report misuse:

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#### **Peggo Fonts Foundry**

*Calligraphy · Lettering & Type Design*

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