

This End User License Agreement (“EULA” or “Agreement”) is a legally binding contract between you (“Client” or “you”) and Peggo Fonts™ (“the Foundry,” “we,” or “us”). The Foundry’s website and the Software are copyrighted material owned by Pedro González (the Foundry’s owner) and protected under intellectual property and copyright laws. This Agreement governs the commission, delivery, and use of a custom font software (hereinafter “the Software”) created or adapted by the Foundry for the Client. By proceeding with the commission you agree to these terms.

1. NATURE OF THE ENGAGEMENT

Under this Agreement, the Foundry undertakes to design, develop, or adapt a typeface (“the Custom Font”) according to specifications agreed upon with the Client. This is a creative service engagement, not a standard product license purchase.

The specific scope of work, deliverables, timeline, and fees are defined in the separate project brief or proposal agreed between both parties prior to commencement.

2. INTELLECTUAL PROPERTY (IP) OWNERSHIP

Unless a full IP transfer is explicitly contracted in writing as a separate and additional agreement, the following applies:

- The Custom Font — including all font files, source files, design drawings, and derivatives — remains the intellectual property of Pedro González / Peggo Fonts™.
- The Client receives a license to use the Custom Font, not ownership of it.
- Full IP transfer (assignment of all rights to the Client) is available as a separately negotiated service at an additional fee. Contact info@peggofonts.com to discuss terms.

3. CLIENT USE RIGHTS

The Client is granted the following rights upon delivery and full payment:

- Exclusive use of the Custom Font for a period of five (5) years from the date of delivery. During this exclusivity period, the Foundry will not license the same Custom Font to any third party.
- Commercial use of the Custom Font within the scope agreed in the project brief (e.g., desktop use, web use, branding). Use outside the agreed scope requires a supplementary license.
- The right to use the Custom Font across the Client’s own brands and internal entities, subject to the scope agreed at commission.

After the five-year exclusivity period, the Foundry may, at its discretion, release the Custom Font or derivative versions as a commercial product. The Client retains their non-exclusive use rights indefinitely unless otherwise agreed.

4. FOUNDRY PORTFOLIO RIGHTS

The Foundry retains the right to display the Custom Font and related process work (sketches, proofs, design studies) in its portfolio, website, and promotional materials unless the Client has explicitly requested confidentiality in writing prior to commencement.

Confidentiality arrangements are available and must be agreed and documented before the project begins. Retroactive confidentiality requests cannot be guaranteed.

5. RESTRICTIONS

5.1 Organizational Boundary

- The license is bound to the purchasing legal entity. It may not be sublicensed, transferred, or extended to unrelated third parties.
- Reselling, white-labeling, or otherwise commercializing access to the Software as part of a service offering to third parties is prohibited.

5.2 Scope

- Using the Software for broadcast, application embedding, or server-side rendering without the corresponding additional license.
- Embedding the Software in documents intended for external distribution without an eBook License.

5.3 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 required by the Client must be arranged directly with the Foundry as a separate custom service engagement.

5.4 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.

6. SECURITY OBLIGATIONS

The Client assumes full responsibility for keeping the Custom Font files secure:

- Store files in access-controlled locations only.
- Do not transmit or share the font files with any third party.
- Contractors working on Client projects under the agreed scope must operate within the Client's controlled environment or obtain their own license.

7. PAYMENT & DELIVERY

Delivery of the Custom Font is conditional upon full payment of the agreed fee. The Foundry reserves the right to withhold delivery until payment is confirmed. Delivery format and timeline are as agreed in the project brief.

All fees are non-refundable once work has commenced, except as required by applicable law.

8. REVISIONS & ACCEPTANCE

The number of revision rounds included in the engagement is defined in the project brief. Revisions beyond the agreed scope are subject to additional fees. The Client is responsible for reviewing and approving deliverables within the timeframe agreed. Prolonged non-response may affect the project timeline.

9. LIMITED WARRANTY

The Foundry warrants that the Custom Font will be delivered substantially as specified in the agreed brief and substantially free from technical defects. Technical defects will be corrected at no additional cost within 30 days of delivery. Subjective design disagreements do not constitute defects and are addressed through the revision process.

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 Client's hardware or software configuration.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall the Foundry or Pedro González be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to: lost profits, lost data, loss of business, or damages arising from the use or inability to use the Software.

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

The Client 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.

11. 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, the Client must:

- Immediately cease all use of the Software.
- Delete all copies of the Software from all devices and storage locations under their 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 contact before pursuing further action, except where the breach involves unauthorized redistribution or commercial exploitation of the Software, in which case the Foundry may act without prior notice.

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

12. 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.

13. ENTIRE AGREEMENT

This Agreement, together with the agreed project brief or proposal, constitutes the entire understanding between the parties 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:

Peggo Fonts Foundry

Calligraphy · Lettering & Type Design

info@peggofonts.com

(+56 9) 8734 6544 • Chile