

This End User License Agreement ("EULA" or "Agreement") is a legally binding contract between you ("Licensee" or "you") and Peggo Fonts™ ("the Foundry," "we," or "us"), the foundry, its website and the Software are copyrighted material owned by **Pedro González** (the Foundry's owner) and protected under intellectual property and copyright laws. It governs your use of any font software (hereinafter "the Software") you have licensed from us.

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 Soft0

## 2. LICENSE GRANT

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

Subject to payment and compliance, the Foundry grants you a non-exclusive, non-transferable right to:

- ☞ Use the Software to create static and animated digital advertising creatives (banners, social media ads, display ads, HTML5 ads, digital out-of-home) for the brand(s) specified in your purchase.
- ☞ Distribute those creatives across digital advertising channels, provided the Software is rendered as visual output only and the font file itself is never transferred to any third party.
- ☞ Use the Software commercially for the licensed brand(s).

The scope of this license is defined per brand. A brand is understood as a single commercial identity (name, logo, and associated visual system). Multiple brands operating under the same legal entity each require their own license unless explicitly agreed otherwise.

## 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, shared, or transmitted as a font file to any third party, including advertising agencies, ad platforms, printers, or clients. Only final rendered creatives (images, video, HTML5) may be delivered.
- If an external agency produces creatives on your behalf, they must obtain their own Digital Ads License for the duration of that engagement.

### 3.2 Scope

- Use is limited to the brand(s) specified at purchase. Additional brands require additional licenses or direct contact with the Foundry at [info@peggofonts.com](mailto:info@peggofonts.com).
- Non-standard arrangements (multi-brand group licenses, agency blanket licenses, programmatic ad generation at scale) require direct contact with the Foundry.

### 3.3 Prohibited Uses

- Use in print advertising, broadcast, or any medium outside of digital advertising.
- Desktop installation, web embedding, or application use under this license.

### 3.4 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.

### 3.5 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 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 scope selected at the time of purchase (brand(s) as specified in your purchase).

If your usage grows beyond the licensed scope, you are obligated to upgrade before exceeding that limit, not retroactively.

- Standard tier upgrades can be completed directly at [peggofonts.com](https://peggofonts.com).
- Complex or high-volume arrangements require direct contact 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.

THE SOFTWARE IS OTHERWISE PROVIDED "AS IS." THE FOUNDRY MAKES NO FURTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 11. 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 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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