



**CAST**  
Cooperativa  
Anonima  
Servizi  
Tipografici

**ART. 1**  
**AGREEMENT**

- 1.1.** This agreement, ('End-user licence agreement for font software' or 'Licence') is a binding contract between you and Cooperativa Anonima Servizi Tipografici Società Cooperativa (CAST):
- (a) when you click on the area marked "ACCEPT LICENCE AGREEMENT," or similar wording
  - or
  - (b) when you accept the Agreement by other means (such as by referring to the Agreement in a purchase order, a confirmation email, an invoice, or an accompanying document)
  - or
  - (c) when you open the package in which the Font Software is contained, stored on a CD-ROM, DVD or other storage media.
- 1.2.** If you do not wish to be bound by the Licence do not access, do not use, do not open the compressed file or download the Font Software. Please read this entire Agreement before agreeing to be bound.
- 1.3.** The Agreement contains capitalised terms.

*You hereby agree to the following:*

**ART. 2**  
**PARTIES**

- 2.1.** This is a legal agreement between **you** ("the Licensee") and **Cooperativa Anonima Servizi Tipografici Società Cooperativa (CAST)** ("the Licensor") having its legal office in Bolzano (Italy), Via Maso della Pieve, 2/D, hereinafter "the Foundry".

**ART. 3**  
**SCOPE OF**  
**APPLICATION**

- 3.1.** By purchasing, or downloading, installing, using, or opening the compressed file that contains the Font Software, or otherwise handling digital typeface software created by the Foundry (hereafter "Font Software" or "Fonts"), you accept this Agreement and acknowledge that you understand and comply with its terms.
- 3.2.** If you are not the Licensee yourself, but you act on behalf of a Licence Owner or otherwise in such a way as to indicate an intention to affect the Licence Owner's legal position, for instance as a designer, as a payment facilitator or other purchaser of the Fonts, you must ensure that the Licence Owner accepts and complies with these terms.
- 3.3.** The Licence is owned and paid for by the business, entity or individual for which the Fonts are being used.



**ART. 4**

**LIST OF  
DEFINITIONS**

- 4.1. The Fonts/Font Software are the digital files which contain the design and the software that together constitute a Typeface.
- 4.2. The Licence is the permission to use a Font on a specified type of medium.
- 4.3. The Licensor is the Foundry.
- 4.4. The Licensee is the business, entity or individual that is authorised and instructed by another person to conduct activities using a Font, or undertakes to act on behalf of it, or the business that commissions the design work in which the Font is used.
- 4.5. The Licence Owner is the business, entity or individual that pays for and owns the Licence.
- 4.6. The Licence Tier is the size of a Licence, also determined by the Licence Owner's gross annual revenue.
- 4.7. The Design Agency/Designer/Design Studio (hereinafter the Designer) is the business, entity or individual that provides the design service or the incorporeal thing to the Licence Owner. Whether or not the Designer using the Fonts acts on behalf of the Licence Owner, the Licence Owner is the owner of the Licence.
- 4.8. A Subcontractor is any third party using the Fonts on behalf of the Licence Owner. A Designer can be a Subcontractor of the Licence Owner.

**ART. 5**

**LICENCE OWNER  
AND DESIGNER**

- 5.1. This Licence grants the Licence Owner the right to use Fonts as part of a designed content produced and published under the name of, or on behalf of the Licence Owner, and on specified types of medium.
- 5.2. The design work may be directly produced by the Licence Owner, or by a Designer on behalf of the Licence Owner.
- 5.3. If the Designer and Licence Owner are the same legal entity, the Designer can purchase and own the Licence.
- 5.4. The Designer cannot purchase the Licence on behalf of one client and use it for another. Different businesses, entities or individuals commissioning a design work must have their own, separate Font Licences according to their specific use.

**ART. 6**

**LICENCE  
OWNER AND  
SUBCONTRACTORS**

- 6.1. As a Licence Owner, your Licence covers your own business as indicated on the invoice, or on the accompanying documentation (CAST Licence Agreement ADDENDA).
- 6.2. Unless otherwise indicated, licensed Fonts must be used only within the organisation of the Licence Owner and by the first Subcontractor working for the Licence Owner. If the Licence Owner employs any third party, such as graphic designers, printers or other service bureaux, or self-employed or temporary freelancers, or stops working with the first Subcontractor to continue with a different Subcontractor, a separate Subcontractor Add-on Agreement is necessary to cover the use of Fonts by those parties during their working relationship (CAST Licence Agreement ADDENDA).

**ART. 7**

**LICENCE GRANT**

- 7.1. The Foundry grants you a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) licence to access and use the Font Software and documentation, provided that you agree to the following:



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## A. Licence Tier

### A.1. Trial Licences recognise the importance of testing Fonts before purchasing the Licence.

Trial Fonts must be used for test purposes, for internal, non-commercial, or educational projects only (for instance, sustainable open projects in the fields of social inclusion, sustainable development goals, environmental protection).

Trial Fonts are free of charge. The limit of the licence is determined by the number of users and the period of time (CAST Licence Agreement ADDENDA).

Trial Fonts are provided in suitable formats.

For any use which falls outside the scope of the Trial Licence, the Licence Owner of the Trial Licence must purchase a Limited, Unlimited or Educational Licence for the same Fonts from the CAST official website. Please contact [info@c-a-s-t.com](mailto:info@c-a-s-t.com) for further information.

### A.2. Limited Licences can be purchased directly via CAST official website. You can choose the Fonts you need and add the individual licences depending on your intended use in Desktop, Web, Server, Digital Products/Apps or Broadcast.

All 'Limited Licences' fees are one-time fees.

Limited Licences have to be upgraded once your metrics increase. You can add licences or upgrade the metrics of previously purchased licences any time.

Please contact [info@c-a-s-t.com](mailto:info@c-a-s-t.com) for further information.

#### A.2.a. Desktop licence: With this licence you are authorised to create images on any surface such as computer screens, paper, photographs, movie credits, printed material, T-shirts, and other surfaces where the image is a fixed size. You may use the licensed Fonts to create EPS files or other scalable drawings provided that such files are used only by the household or company licensing the font.

You may embed the licensed fonts into any document you send to third parties. Such documents may be viewed and printed (but not edited) by the recipients. You may not under any circumstances embed the licensed Fonts into software or hardware products in which the Fonts will be used by the purchasers of such products. Such use requires a Digital Product/App Licence. Please contact [info@c-a-s-t.com](mailto:info@c-a-s-t.com) for further information

The limit of the licence is determined by the number of users.

This licence covers also the use of the Fonts on **Social Media**.

This licence covers also the use of the Fonts in the logo or wordmark of the Licence Owner's company. An additional fee is charged for organisations above a yearly gross revenue of \$ 3 Million; the pricing of the additional fee will be based on the gross annual revenue of the company and will be provided on request.

Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).

#### A.2.b. Web licence: A Web licence has to be acquired as such and the web Fonts must not be generated from desktop Fonts or other files. Web Fonts must not be used to generate images. The web Fonts are provided in suitable formats to be self-hosted on the Licensee's server(s). The Licence Owner must make a reasonable effort to prevent unauthorised use or distribution of the Fonts on the website's server or on a CDN (content delivery network). If the server's directory structure is publicly listed or searchable, the Licensee must include the text of this Licence alongside the hosted files and clearly mark them as licensed assets.

The limit of the licence is determined by the number of page views per month, across all websites/domains owned by the Licence Owner.

Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).



**A.2.c. Server licence:** With a Server licence you are allowed to upload and install the Fonts on a server that enables remote users or website visitors to generate documents, such as PDFs, cards, rasterised images or other personalised graphics. The licensed Fonts may not be distributed or downloaded from the server. This licence is valid for the specified number of servers indicated on the invoice, or on the accompanying document.  
Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).

**A.2.d. Digital Products/App Licence:** This Licence allows the use of Fonts on Mobile Apps, Digital Products or eBooks, but you need to purchase a Licence for each title. Fonts are provided in suitable format. Platform-specific versions with the same name and functionality may be counted together as a single app. The Licence Owner must make a reasonable effort to prevent unauthorised use or distribution of the Font.  
This Licence allows the use of Fonts on the Mobile Apps as specified on the purchase invoice or on the accompanying documentation.  
Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).

**A.2.e. Broadcast Licence:** This Licence allows the use of Fonts on video and broadcasting, such as streaming (for instance on Netflix, Amazon, HBO, SKY), TV, cinema, video, video billboards, type on screens, titling/text in credits. The price is based on the audience. Fonts are provided in suitable format.  
This Licence is valid for an indefinite period of time and allows the use of Fonts on only one item (movie, series and other single broadcasted features) as specified on the purchase invoice or on the accompanying documentation.  
Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com) for further information.

**A.3. Unlimited Licences** do not need any upgrade of the Licence if your metrics increase. The “Unlimited Licences” bundle Desktop, Web, Server, Digital products/App, Broadcast, as well as the Subcontractor Add-on, into one “care-free package” for a one-time fee.  
They are unrestricted and valid for an indefinite period of time.  
Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).



## A.4. Educational Licences

### A.4.a. Educational Licences for students recognise the importance of educational projects.

After having certified their student status (for instance by sending a copy of a valid student ID to CAST at [info@c-a-s-t.com](mailto:info@c-a-s-t.com)), students can obtain the Educational Licence at a discount price.

Students are allowed to produce any type of work with Educational Licences Fonts during the time of their studies, provided that such use does not extend beyond the duration of their studies and in any case not more than four years from the day of their purchase of the Educational Licence. Their work can be non-commercial study work or self-initiated commercial work.

Students can make security copies of the Fonts as long as they remain inaccessible to external parties. When embedded in production files, a copy of the Fonts may be shared with prepress and printing entities.

Under no circumstances may the licensed Fonts be embedded into software or hardware products in which the fonts will be used by the purchasers of such products.

Fonts must not be modified under any circumstances.

Fonts used on desktop computers must not be used to generate Web Fonts or other Font Formats.

When students work on projects commissioned by businesses, entities or individuals, they must purchase the necessary licences on behalf of their clients or instruct clients to purchase the licences themselves. The Licence Owners are the students' clients.

The files are provided in suitable format.

All cases of use other than those specified require an Additional Licence.

Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).

### A.4.b. Educational Licences for Institutions permit the installation of Licensed Fonts on institutional work stations used for educational purposes and the distribution of Licensed Fonts to the institution's students.

Fonts for educational institutions must be used for non-commercial projects within the context of the educational institution only.

Educational institutions can make security copies of the Fonts as long as they remain inaccessible to external parties.

When embedded in production files, a copy of the Fonts may be shared with prepress and printing entities.

Fonts may be embedded into PDF files as vector outlines only. Such documents may be viewed and printed (but not edited) by the recipients. Students and educational institutions may not under any circumstances embed the licensed Fonts into software or hardware products in which the Fonts will be used by the purchasers of such products.

Fonts must not be modified under any circumstances.

Fonts used on desktop computers must not be used to generate Web Fonts or other Font Formats.

All cases of use other than those specified require an Additional Licence.

In the event that projects should leave an educational context, an appropriate Licence for the intended use of the Fonts must be purchased.

Students must delete Fonts for educational institutions upon graduating from the licensed institution, and the institution must inform them of that obligation.

Please get in touch with us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).



## B. Modifications and Special Uses

### B.1. Modifications

You may import characters from the Font as graphical objects into a drawing program and modify such graphical objects. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR CREATE DERIVATIVE FONTS BASED ON THE LICENSED FONT ITSELF WITHOUT THE FOUNDRY'S PRIOR WRITTEN CONSENT. In that case contact us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).

### B.2. Special Uses

If you wish to use the Fonts in any way not foreseen by this Agreement you must obtain a Licence extension or an Additional Licence (CAST Licence Agreement ADDENDA). In that case contact us at [info@c-a-s-t.com](mailto:info@c-a-s-t.com).



### ART. 8 COPYRIGHT

- 8.1. Fonts and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to the Foundry owning the Fonts.
- 8.2. Unauthorised copying of the Fonts even if modified, merged, or included with other software, or of the written materials, is expressly forbidden.
- 8.3. You are legally responsible for any infringement of the Foundry's intellectual property rights that is caused or encouraged by your failure to fulfil the terms of this Agreement.

### ART. 9 TERMINATION

- 9.1. This Agreement may be terminated at any time by notice by either party.
- 9.2. Termination has prospective effect only and does not affect any right to damages, or a stipulated payment, for non-performance of any obligation performance of which was due before termination.
- 9.3. Termination does not affect any provision for the settlement of disputes or any other provision which is to operate even after termination.
- 9.4. You may terminate the agreement if the Foundry's non-performance of a contractual obligation is fundamental, that is when it substantially deprives you of what you were entitled to expect under the contract as applied to the whole or relevant part of the performance, unless at the time of conclusion of the agreement the Foundry did not foresee and could not reasonably be expected to have foreseen that result; or when the Foundry's non-performance is intentional or reckless and gives you reason to believe that the Foundry's future performance cannot be relied on.
- 9.5. On termination under this Article, the outstanding obligations or relevant part of the outstanding obligations of both parties under this agreement come to an end.
- 9.6. If you were not justified in terminating the agreement, the termination is nevertheless effective but the Foundry has a right to damages.
- 9.7. This Agreement will terminate automatically without notice from the Foundry if you fail to comply with any provision contained herein.
- 9.8. Upon termination, you must destroy the written materials, the Fonts, and all copies of them, in part and in whole, including modified copies, if any.



**ART. 10**  
**DISCLAIMER**  
**AND LIMITED**  
**WARRANTY**

**10.1.** The Foundry warrants the Fonts to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of purchasing, or downloading, installing, using, or opening the compressed file that contains the Font Software, or otherwise handling digital typeface software created by the Foundry.

**10.2.** The Foundry's liability for defective products shall be, at the Foundry's option, either return of purchase price or replacement of any such product by providing one or more additional Fonts. You may have other rights under EU consumer protection laws dealing with Business-to-Consumer contracts, which consequently apply.

**10.3.** The Foundry shall have no responsibility to replace the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence.

**10.4.** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". THE FOUNDRY DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the quality and performance of the product rests upon you.

**10.5.** The Foundry does not warrant that the functions contained in the product will meet your requirements or that the operation of the software will be uninterrupted or error free.

**10.6.** TO THE EXTENT PERMITTED BY LAW THE FOUNDRY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF THE FOUNDRY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**ART. 11**  
**ENTIRE**  
**AGREEMENT**

**11.1.** You acknowledge that you have read this Agreement, understand it and that it is the complete and exclusive statement of your Agreement with the Foundry which supersedes any prior Agreement, oral or written, and any other communications between the Foundry and you relating to the subject matter of this Agreement.

**ART. 12**  
**GOVERNING**  
**LAW AND**  
**JURISDICTION**

**12.1.** This Agreement shall be governed by the laws in force in Italy.

**12.2.** The exclusive place of jurisdiction to adjudicate any dispute arising under or in connection with this Agreement is Bolzano/Bozen (Italy).