

Barely Diego

End User License Agreement (EULA)

In Plain Language

This agreement explains how you may use the “Barely Diego” font software. It applies to the paid font. The separate release “Barely Diego Free” is distributed under its own free-use terms and is not covered here.

In short: a license is purchased once, with no recurring fee, as long as your use stays within the tier you bought. Desktop licenses are counted by the number of people using the font. Web licenses are counted by monthly pageviews. App and embedding uses need their own license. A few uses — for example large-scale merchandise or political campaigns — need to be arranged separately. When in doubt, get in touch.

The numbers that apply to you (how many users, how many pageviews, which tier) are the ones shown on your invoice or receipt.

1. Definitions

- **Font Software** means the “Barely Diego” font files and any accompanying files delivered to you.
- **Licensors** means Diego Luque, the author and rights holder of the Font Software.
- **Licensee** means the individual or single organisation that purchased the license.
- **User** means one person who uses the Font Software. All Users covered by a single license must belong to the same organisation or household.

2. Desktop License (OTF/TTF)

What you may do

- Each licensed User may install the Font Software on any number of devices they personally work on.
- You may use it to make artwork and fixed designs for print, screen, social media, video and film, including exported vector or image files for the Licensee’s own projects.
- You may use it in logos, wordmarks, monograms and taglines. Where a designer produces such artwork for a client, the designer must hold a license. The client also needs their own license if what you hand over lets them keep setting new text in the typeface themselves (for example editable vector letterforms or a supplied character set), whether or not the font files are included. Ask if you are unsure which side needs the license.
- You may embed the Font Software in documents (such as PDFs) sent to others for viewing and printing only.

What needs a separate arrangement

- Merchandise produced for sale or wide public distribution may require an additional license depending on volume and reach. Items made for the Licensee’s own internal use (staff apparel, mugs and the like) are fine.
- Use by or for a political party, campaign or lobbying group requires prior written permission.
- Embedding the Font Software into software, apps, hardware or games is not covered by the desktop license (see Section 4).

Counting Users

The license covers the number of Users shown on your receipt. If your team grows beyond that number, upgrade before the additional people begin using the font.

Outside suppliers

The Font Software itself may not be shared with outside suppliers. When you send work to an output-only supplier such as a print shop, any text set in the typeface must first be converted to outlines (vector paths) so that no font files are transferred. Any collaborator who actually creates or edits designs using the live font needs their own license.

3. Web Font License (WOFF/WOFF2)

- Web fonts may be served on domains and subdomains owned or controlled by the Licensee, up to the monthly pageview limit on your receipt.
- One web license may not be spread across several different clients' websites.
- Newsletter use is allowed if the monthly volume is included in your tier; where you run both a site and newsletters, the totals are combined.
- Subsetting for delivery is allowed. Converting the web fonts to outlines does not create a right to hand the letterforms to anyone unlicensed.
- Take reasonable measures to stop unauthorised downloading or hotlinking of the font files.
- Political use requires prior written permission.

4. App and Embedding License

- Embedding the Font Software in a mobile or desktop application requires a dedicated license; each app-and-platform combination counts as one.
- The fonts must be embedded so end users cannot extract or reuse them, and the font may not be the core feature of the app.
- The Font Software may not be embedded in products whose purpose is to output documents, images or data files, and may not be offered as open-source or otherwise made publicly downloadable.

5. Trial Versions

Any trial version is for evaluation and mockups only and may not be used in commercial work.

Non-commercial uses such as student projects are fine. Trial files may not be shared or modified. Buy a full license before any commercial or production use.

6. Restrictions

You may not sell, rent, sublicense, give away or otherwise distribute the Font Software to anyone who is not a licensed User. You may not change the Font Software in order to alter its embedding permissions or to disguise its origin. Minor modifications for your own internal use are permitted, but the result remains subject to this agreement and may not be distributed.

7. Ownership

The Font Software is protected by copyright and other intellectual property laws. All rights, title and ownership in the Font Software remain with Diego Luque. This agreement grants a license to use the Font Software; it does not transfer ownership. Designs you create with the font are yours; the font itself is not.

8. Termination

This license ends automatically if you do not follow its terms. When it ends, you must remove and delete all copies of the Font Software in your control.

9. Warranty and Liability

The Font Software is provided “as is”. For thirty (30) days from delivery it is warranted to be substantially free of defects; your sole remedy within that period is replacement or, at the Licensor’s option, a refund. Apart from that, no warranties of any kind are given, including merchantability or fitness for a particular purpose. To the extent permitted by law, Diego Luque is not liable for any direct, indirect or incidental damages arising from use of, or inability to use, the Font Software.

10. Governing Law

This agreement is governed by the laws of Colombia.

11. Contact

Questions about licensing, upgrades, or uses not covered above:

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