

END USER LICENSE AGREEMENT



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1. Parties & License Owner

Licensor: Piotr Łapa Studio, trading as Łapa Type.

License Owner: the individual or legal entity that uses the Font Software and benefits from the licence.

If the Font Software is purchased by one party on behalf of another, including but not limited to agencies, studios, freelancers or consultants purchasing for a client, the party for whom the work is produced shall be deemed the License Owner under this Agreement, regardless of who completes the purchase or payment. A party purchasing on behalf of a License Owner may not charge the License Owner more than the amount actually paid to the Licensor for the licence.

Where a Corporate licence applies, its tier must correspond to the size of the License Owner’s organisation, not that of the purchaser. The purchaser represents that they are authorised to acquire the licence on behalf of the License Owner.

2. Definitions

“Font Software” the digital font files, including all glyphs, outlines, metadata, code and accompanying documentation.

“Style” a single font style (e.g. Regular).

“Family” all styles of a given typeface.

“Company Size” the total number of people working for the License Owner, including employees, directors and permanent contractors. The number of designers, workstations, departments or agencies involved is not taken into account.

3. Ownership

The Font Software is licensed, not sold. All rights, title and interest remain the exclusive property of the

Licensor. No ownership rights are transferred. Any rights not expressly granted are reserved.

4. Licence Types

Łapa Type offers the following licences. Each is perpetual, non-exclusive, non-transferable and non-sub-licensable, granted subject to full payment.

Desktop: Installation and use on workstations for print, static images, documents and internal materials, priced by number of seats

Web: Use as a webfont on one domain via CSS @font-face, priced by average annual pageviews

App: Embedding in one mobile or desktop application, priced per application

ePub: Embedding in one electronic publication title, priced per title

Corporate: Unlimited use across all media, for the entire organisation, priced by Company Size

4.1 Desktop

Installation on devices owned or controlled by the License Owner, for the number of seats specified at purchase. Permits use in print, static images, PDFs and internal documents, and the creation of logos and lettermarks.

Files may be transferred to a service provider (e.g. commercial printer) for a specific job, provided they delete all copies on completion.

4.2 Web

Use as a webfont on one domain, in WOFF and WOFF2 formats only, via CSS @font-face. The licence is priced according to the domain’s average monthly pageviews over the preceding twelve months (or an

estimate thereof if twelve months of data are not yet available). If traffic grows beyond the licensed tier, the License Owner must upgrade before continued use.

Conversion of desktop formats for web use is not permitted. Agencies managing multiple client sites require a separate licence for each License Owner.

4.3 App

Embedding in one application, secured so that the Font Software cannot be extracted. Where the same application is released across multiple platforms, one licence covers all versions.

4.4 ePub

Embedding in one electronic publication title, in a format preventing extraction. Each issue of a periodical counts as a separate title.

4.5 Corporate

An all-in-one licence covering unlimited use across all media, including print, web, applications, electronic publications, branding, packaging, advertising, broadcast and motion, for the entire organisation, including subsidiaries and affiliates.

No separate licences are required for different media, and the number of users, workstations or departments is not taken into account.

Corporate licences are priced solely by Company Size.

5. Keeping the Licence Current

The License Owner is responsible for ensuring the licence remains accurate and sufficient for actual use.

Where a Corporate licence is held and the organisation grows beyond the licensed tier for three consecutive months, the License Owner must notify the Licensor and upgrade before continued use. Where use extends beyond the scope of a Desktop, Web, App or ePub licence, the appropriate additional licence must be obtained.

Failure to do so constitutes unauthorised use and a material breach of this Agreement.

6. Permitted Uses & Responsibilities

Within the scope of the licence held, the License Owner may:

- install the Font Software on devices owned or controlled by the License Owner
- keep one backup copy for archival purposes
- embed the Font Software in documents, provided extraction is prevented
- convert glyphs to outlines for logos and lettermarks, provided the resulting design does not reproduce the typeface as a whole and the Font Software itself is not modified

Third parties acting on behalf of the License Owner, including agencies, contractors and service providers, may be granted temporary access for a specific project. On completion they must delete all copies and may not use the Font Software for any other client. The License Owner remains fully responsible for their compliance.

7. Restrictions

The License Owner may not:

- sell, sublicense, lease, rent, lend or otherwise transfer the Font Software
- modify, reverse engineer, decompile, disassemble or convert the Font Software into other formats
- create derivative typefaces based on the Font Software
- use the Font Software in template generators, online design tools or any application allowing third parties to compose text with it, excluding internal brand portals
- register the typeface design itself as a trademark
- embed the Font Software in hardware or devices without a separate agreement
- create letterform products for resale, including alphabet sets, stencils, embroidery fonts, stamps, die-cut lettering and similar
- use the Font Software, or any representation of it, to train, fine-tune or otherwise develop artificial intelligence or machine learning models

8. Trials

Trial versions are provided for evaluation only, for testing layouts, preparing mockups and presenting concepts to clients. Trials may not be used in any public, commercial or distributed material. A full licence is required before release.

9. Credits

Where a project displays production credits, the License Owner shall credit the typeface as:

[Typeface Name], Łapa Type — lapatype.com

This applies wherever such credits appear, including website credits pages, project case studies, digital publications, colophons, imprint pages and equivalent sections. It does not extend to product packaging or similar.

10. Showcase

Łapa Type may showcase publicly available projects using the Font Software on its website, social media and in presentations. This is limited to material already public or provided by the License Owner. Requests for exclusion may be submitted in writing.

11. Accurate Information

The License Owner warrants that all information provided at checkout, including Company Size, licence scope and intended use, is true and accurate. Misrepresentation constitutes a breach of this Agreement.

12. Unauthorised Use

Any use exceeding the licensed scope shall result in a fee equal to twice the applicable licence fee, without prejudice to further legal remedies.

13. No Refunds

All licence sales are final. Łapa Type does not issue refunds, credits or exchanges, including for incorrect or unused licences. It is the Licensee's responsibility to select the correct licence prior to purchase.

14. Formats & Support

The Font Software is provided in OTF, WOFF and WOFF2 formats. The Licensor does not guarantee compatibility with all platforms, devices or future technologies, and provides no obligation for ongoing technical support.

15. Warranty Disclaimer

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16. Limitation of Liability

To the maximum extent permitted by law, the Licensor shall not be liable for indirect or consequential damages. Total liability shall not exceed the licence fees paid.

17. Indemnification

The License Owner shall indemnify and hold the Licensor harmless from any claims, damages, costs or expenses arising from the License Owner's breach of this Agreement or misuse of the Font Software.

18. Termination

Any violation of this Agreement terminates the licence. Upon termination the License Owner shall cease use and destroy all copies. Work already published in accordance with this Agreement remains unaffected.

19. General

If any provision of this Agreement is found void or unenforceable, the remaining provisions shall remain in full force and effect. The Licensor's failure to enforce any provision is not a waiver of that provision. This Agreement constitutes the entire agreement between the parties regarding the Font Software and supersedes all prior discussions or agreements on the subject. The Licensor may amend this Agreement at any time; continued use of the Font Software after such changes constitutes acceptance of the amended terms.

20. Governing Law

This Agreement is governed by the laws of Poland. Disputes shall be subject to the exclusive jurisdiction of the courts of Kraków, Poland.

Contact

hi@lapatype.com
lapatype.com

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