

Licence Type
Application

By clicking on the "accept" button (if ordering online), providing a digital signature, by continuing to access our services and/or use of our fonts (or any of them) and/or by returning your acceptance (if ordering by any other means), you irrevocably agree to the terms and conditions of this licence agreement ("terms") which will bind you. If you do not agree to the terms, you must discontinue the order process now and delete any fonts which you have received from us. Where you are using our services (namely purchasing fonts) on behalf of a business, you warrant and represent that you have the authority to (i) enter into this licence agreement on behalf of such company or other legal entity and (ii) bind such company to these terms absolutely.

F37 Foundry Limited ("we"/ "us"/ "our") operates exclusively on a business-to-business ("B2B") basis, it does not contract directly to the general public. It does not deal with consumer sales and/or licensing. By continuing you are confirming that you are not a consumer for the purposes of all consumer legislation (including the Consumer Credit, Consumer Rights, and Sale of Goods legislation) and that you are in business and placing an order for the purpose of that business and not for personal use.

What is the Application Licence?

This Application Licence allows you to use / embed the Font (defined below) within your Application (defined below) that is made available from the most common 'App Stores', such as the Apple App Store, and others. It allows you to use the Font in a single title, which can then be made available for download by end users of the multiple different App Stores.

This licence is **not** for web use, print or desktop use, logo use, use via broadcast (materials appearing via VOD streaming, live or other broadcast method), use on products you sell (including as or within software products not made available via an App Store (so use on consoles, on disc delivery etc, is not permitted)) or for materials that are to be made available on or via social media channels. You can purchase a licence for such uses elsewhere on our website or after contacting us at info@f37.co.

For the avoidance of doubt, these introductory paragraphs are to assist in explaining our licensing model, which is in no way a substitute for a complete review and understanding of our terms (as detailed below). If there is any conflict between the preceding paragraphs and the terms below, the terms below shall prevail.

1. Orders and Licence Parameters**1.1**

The following definitions apply to these terms:

"Application" means, for the purpose of this licence agreement, a separate and distinct stand-alone product the title of which is identified by you to F37 during the order process that is distributed as software only that operates on a personal device and is not (i) embedded into hardware of any kind, or (ii) a platform or operating system that can run other software programs, which may be made available by licence to end users for a fee, or for free, and is made available by you to end users or by you to an App Store who then makes the same available to end users including a downloadable application that does **not** embed the Font but which either (a) makes use of static images created using the Font Software (either as a result of use of the same under our 'Basic Licence' or otherwise) or in which a web page is displayed (a web view app) in which the Font is used to style the pages, or the pages include static images and/or other assets created using the Font Software (and outputs from the same). For the avoidance, of doubt, permission is granted in respect of the 'title' and all iterations are materially and functionally (save for compatibility amendments) equivalent as appear on each App Store;

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"App Store" means an operating system of either Google Inc's 'Google Play' store, Apple Inc's 'App Store', and/or the 'Windows/Microsoft App Store', 'Amazon App Store' (and such other stores as F37 may permit from time to time; please contact us with your specific enquiries);

"Download Instance" means each download and/or install instance and/or streaming user of the Application from wherever the same is made available (including via an App Store);

"Font" means the software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments and which are the subject of your order during which you have accepted these terms; and

"Scope of Licence" means Clause 1 to 3 of this licence agreement.

1.2

This licence agreement shall come into force when you tick the box at checkout if purchasing online, or upon your acceptance of an offer we make to you by other means, or if you continue to engage F37, pay our invoices and/or use our Fonts following receipt of these licence terms. Our agreement shall continue (unless terminated earlier) in accordance with these terms.

1.3

Subject to you purchasing the licence in accordance with the terms, the order process, our pricing information, and your ongoing compliance with these terms, F37 hereby grants you a personal, worldwide, non-exclusive, non-transferable, perpetual (without prejudice to F37's right to terminate in accordance with the terms) right to embed the Font within the Application and for the Application to be made available to end users up to the maximum Download Instance cap as selected by you and as set out in your order. Use is limited to your use only. Unless specifically and expressly permitted elsewhere in these terms, this shall not permit any distribution whatsoever of the Fonts.

1.4

You may provide the Font to a maximum of five (5) of your third party service providers SAVE THAT the Font is only used by those parties solely in connection with the provision of services to you which are necessary and/or otherwise required in order for you to gain the full benefit of these terms. For the avoidance of doubt, where you provide the Font to third party service providers in accordance with these terms, you agree to ensure that such third parties will not change, edit or otherwise manipulate any outputs of the Fonts and they must not use the Fonts (or any of them) for any other person or party, and you hereby agree that you remain at all times fully liable for those third parties' acts and omissions. In addition, you shall not charge or otherwise receive any rewards or other benefits for providing the Fonts (or any of them) to such third party service providers.

1.5

You undertake:

1.5.1

to not remove any monitoring or tracking functionality included with the Font files which may monitor the number of Download Instances (or web views of any web view app);

1.5.2

to actively and accurately monitor the total Download Instances and/or web views (and warrant that where the same is disclosed to F37 the same shall be complete, accurate, and up to date, notwithstanding our right to audit the same);

1.5.3

that the total Download Instances measured shall not exceed the total permitted

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Download Instances specified in your order;

1.5.4

notwithstanding the restriction on modifying the Font in these terms, not to rename or otherwise identify the Font in any way other than by the original Font name; and

1.5.5

you shall maintain a written, up to date information regarding use of the Font, and the Applications and provide such information to F37 within a reasonable period from receipt of our written request.

1.6

Notwithstanding, in addition to Clause 3, you shall **not**:

1.6.1

use the Font for any purpose not expressly set out in Clause 1.3, including the creation of any vector file, document, static images, EPS, PS or PDFs (please review and, if applicable, purchase our 'Basic Licence' if you wish to carry out any of these activities);

1.6.2

install or embed the Font in any server (other than that required for fulfilment via an App Store) from which the Font is served up (e.g. by native web app);

1.6.3.

use the Font for any purpose other than use of the Font for your internal business purposes and not on behalf of any third party;

1.6.4

use the Font in any way that enables, permits, or allows (by act or omission) end users of the Application to access, edit, and/or permanently install and/or download the Font files other than for the purpose of accessing and using the Application (and such restriction includes, for the avoidance of doubt, the ability for an end user to manipulate or edit text using the Font to create new assets, materials, and content which may then be replicated, manufactured, distributed or otherwise dealt with electronically and/or physically (e.g. applying the same to manufactured products);

1.6.5

allow any third party to access the Font (and you shall action and implement such technical measures and precautions necessary to prevent the same);

1.6.6

use the Font into any application, programme or website other than the Application (please review and, if applicable, purchase our 'Webfont Licence' if you wish to carry out any of these activities);

1.6.7

distribute the Application or other application via other means other than an App Store (delivery via disc, or use in game via a console developer kit or otherwise, is not permitted and requires a separate licence);

1.6.8

create logos, trade marks or other service marks using the Font (a separate licence for these purposes is available via our website(s));

1.6.9

convert the Font from one file format to another; or

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supply the Font to any third party not expressly permitted by these terms.

2. Remedy

In addition to any indemnity obligation set out in the EULA Additional Terms, where a breach SOLELY relates to an incorrect usage tier for an 'Application Licence' by you (e.g. you have purchased usage tier permitting up to 10,000 Download Instances and now require 1,000,000 Download Instances) and you have NOT approached us to remedy the default prior to us becoming aware of the same, you will pay to F37, on demand, (i) an administrative fee of £300 (which you hereby agree is a fair and representative amount for the loss and time to be incurred by F37 and is not a liquidated damage or punitive amount) and (ii) the difference between the amount paid by you originally and the current correct tier for an 'Application Licence' price as set out in F37's then current price list (without the application of any promotion, discount or multi-licence purchase bundle pricing option). **PLEASE NOTE:** The maximum tier available for a 'Application Licence' is based on a **total** of 2,500,000 Download Instances; where you exceed this number, this 'Application Licence' will not be available and you will need to contact us at info@f37.co to discuss entering into a 'Brand Licence'.

3. Additional Restriction**3.1**

You must **not** use the Fonts in the creation of, and making available of, applications focussing on the typographical elements of the Font (including type specimen websites or websites about fonts/type, font/type reseller applications, graphic, or creative design applications).

4. Other Terms**NOTE THIS WELL****4.1**

This licence agreement incorporates by reference all of the terms set out in our 'EULA Additional Terms' that can be found [here](#) which, by ticking the box at checkout, you hereby confirm you have read and agree to as part of this licence agreement. Notwithstanding that we endeavour to make this licence agreement available to you within your account section once you have placed an order with us, we advise you print a copy of the same. If you cannot access these terms within your account section and would like a hard copy of these, please request them from us.