

**Licence Type**

Basic

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 receive 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 a Basic Licence?**

This, as the name suggests, is our basic licence with respect to our Fonts (as defined within our terms below) and is intended for use by businesses with a maximum of 250 Employees within their Group (both as defined within the terms below).

The more people you have working for and with you, the higher the cost, as you would expect. Remember though, this licence is solely for you, the contracting party in relation to the brand that you provide to us within the relevant field during checkout. If you need a licence for a Group (which may include use for multiple brands and/or product lines), or if you have more than 250 Employees within your Group please get in touch with us at [info@f37foundry.com](mailto:info@f37foundry.com).

This licence is not for web font use, application (desktop and mobile) 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) 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@f37foundry.com](mailto:info@f37foundry.com).

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:

**"Approved Device"** means a hardware component which supports the installation of the Font file formats provided by us and via which a User is able to give commands that are followed by the Font or implement the Font;

**"Brand"** means the brand identified to us during the checkout process or, if only licensee information is identified during the checkout process, then it will be the main brand (as determined by us, acting reasonably) under which you conduct your business;

**"Employee"** means an individual in you and your Group's (where applicable) employ or control which includes independent contractors and workers;

**Licence Type**

## Basic

**"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;

**"Group"** shall mean you, your holding company and/or your subsidiary companies, and includes any holding company or subsidiary company of the same, and a member of your Group shall be construed accordingly;

**"Scope of Licence"** means Clause 1 to 3 of this licence agreement; and

**"Users"** means, for the purpose of this licence agreement, your Employees (and not, for the sake of clarity, Employees of any other member of your Group) who are permitted to access and use the Fonts in accordance with these terms.

## 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 terms. Our agreement shall continue (unless terminated earlier) in accordance with these terms.

## 1.3

To use the Fonts (or any of them) in accordance with this Clause 1, you must purchase the 'Basic Licence' tier which is equivalent to the total number of Employees, however access to and use of the Fonts (or any of them) is limited to your Users. The number of Users permitted access to and use of the Fonts in accordance with these terms, is equal to the number of Employees identified within your chosen 'Basic Licence' tier (for example, if you have purchased the 'Basic Licence' for up to 250 Employees, then you have a licence for 250 Users).

## 1.4

Subject to you purchasing the licence in accordance with the terms, the order process, our pricing information, and your ongoing compliance with our terms, F37 hereby grants you a non-exclusive, non-transferable right to permit your Users to each install and use the Fonts on each of their Approved Devices solely for your use of the Fonts in accordance with these terms (including, without limitation the permissions and restrictions at Clauses 1.4 and 1.5) for your internal business purposes and benefit in respect of the Brand only which shall exclude, for the avoidance of doubt, any other brands that may be provided and/or any other business that may be conducted by you or your Group. Unless specifically and expressly permitted elsewhere in these terms, this shall not permit any distribution whatsoever of the Fonts and/or storing, caching, or serving a Font (itself, or as part of a file) through the internet to Users by way of a server, intranet, or any other technology.

## 1.5

In relation to the Users, you undertake that:

## 1.5.1

the maximum number of Users that you authorise to access and use the Fonts (or any of them) shall not exceed the number of Employees permitted by the 'Basic Licence' tier you have purchased from us;

## 1.5.2

where a User ceases to be an Employee, you undertake to take all steps necessary to ensure that such User irrevocably deletes (whether from their Approved Devices or otherwise), and ceases all use of, the Font;

**Licence Type**

Basic

## 1.5.3

you shall ensure that all Users are aware of these terms and you shall ensure their compliance with the same;

## 1.5.4

you shall maintain a written, up to date list of Users and Approved Devices on which the Fonts (or any of them) is installed and provide such list to F37 within a reasonable period from receipt of our written request.

## 1.6

You may:

## 1.6.1

use the Font in accordance with these terms on a worldwide basis, perpetually (subject to our right, without prejudice to any other remedies available to us, to terminate any and all agreements we have in place with you for your breach in accordance with these terms);

## 1.6.2

on the condition that you remain at all times fully liable for their acts and/or omissions, provide materials created (in accordance with these terms) using the Font (including those needed for the creation of Articles, as defined in Clause 3) to third party printers/ service bureaus SAVE THAT such materials must be issued in static image files/read only PDFs for the purpose only of such third party printers/service bureaus providing you services in accordance with these terms (and such third parties must not change, edit or otherwise manipulate any outputs of the Fonts and they must not use them for any other person or party);

## 1.6.3

use the Font for the creation of static image files, documents and materials (including signage, books, magazines, publications, stationery and packaging) subject to Clause 3 and all other requirements and restrictions herein;

## 1.6.4

upload the Font to creative suites which you have a proper licence in place to use, including Adobe Creative Cloud and Microsoft Enterprise for the purpose of the permitted acts contained in these terms SUBJECT ALWAYS to you restricting use to your Users and remaining fully liable for any use outside of the scope of these terms as a result of the same;

## 1.6.5

use the Font to create soft files (and embed the Font within) for the purposes set out herein, including PDFs, PS, EPS, WEFT, Flash and TruDoc formats SAVE THAT use of the Fonts in this manner is only permitted where the file is in a secured read-only mode that allows only printing and viewing, and prohibits editing, selecting, enhancing or modifying the Font text and prohibits extraction of the Font (including the font files / software) from the same;

## 1.6.6

use the Font for the all other uses not yet known or identified (excluding uses set out in Clause 1.7) that incorporate the physical application of the outputs of the Font to media (including printing) which is the same, or similar to, paper save that such use shall at all times be subject to the limits and restrictions set out in Clause 3.

## 1.7

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

**Licence Type**

## Basic

1.7.1

use the Font for any purpose not expressly set out in Clause 1.6;

1.7.2

use the Font for any purpose other than use of the Font for your internal business purposes and benefit only of the Brand;

1.7.3

use the Font to create materials (including videos or GIFs incorporating images created using the Font) for publication or sharing on, and/or use the Font in any other manner, in conjunction with any social media channels and platforms as are known from time to time, and which include, for example, Instagram, Meta (Facebook), Twitter, Tik Tok, LinkedIn, Youtube, Vimeo (a separate licence is available for this from our website(s));

1.7.4

use the Font in the creation of, incorporation within or application to any product sold by you or your Group (including as or within any software product);

1.7.5

use the Font in the creation of, and making available of clothing and fashion accessories (including all articles to be worn);

1.7.6

use the Font in relation to or for the creation of or inclusion within any form of video or GIF content for paid advertising (e.g. a commercial or sponsored and/or promoted digital advertisement), whether on social media platforms, TV networks, streaming services, live or TV broadcast or otherwise;

1.7.7

embed the Font into any website (including use via CSS rule @font-face or other forms of font linking);

1.7.8

utilise the Font in any electronic device (including mobile phones, smartphones, ATMs and tablets which are not an Approved Device) and/or 'epublication' files including those with the extensions .EPUB, .MOBI, .AZW where the end user recipient of the file is able to manipulate the Font by enlarging, editing, highlighting, adjusting or otherwise modifying the Font and the outputs of the same;

1.7.9

create logos, trade marks or other service marks using the Font;

1.7.10

convert the Font from one file format to another;

1.7.11

embed the Font into any mobile or computer application (a separate licence is available for this from our website(s)); and/or

1.7.12

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 a 'Basic Licence' by you (e.g. you

**Licence Type**

Basic

have purchased on the basis of your Group having 100 Employees, but your Group now has 150 Employees) 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 a 'Basic 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 'Basic Licence' is based on a total of 250 Employees; where you exceed this number, this 'Basic Licence' will not be available and you will need to contact us at [info@f37foundry.com](mailto:info@f37foundry.com) to discuss entering into a 'Brand Licence'.

**3. Article Limits and Additional Restriction****3.1**

Where you print yourself, or via a commercial printer or print bureau, any article bearing and/or created using the Font (and outputs thereof) including, but not exhaustively, books, publications, magazine, record covers, packaging (notwithstanding, acknowledging that application to or in a product itself, is not permitted per Clause 1.7.4) ("Articles") the total aggregate instances that may be printed and/or affixed in such other manner shall at all times be limited to 250,000 instances. You undertake to maintain complete, accurate, and up to date records clearly demonstrating the number of instances to demonstrate your compliance with this Clause 3.1 and will provide such records to F37 within a reasonable period from receipt of our written request.

**3.2**

You must **not** use the Fonts in the creation of, and making available of alphabet products (and those products F37 deems as alphabet products or product or material in which the Font (or parts thereof) are the dominant and material aspect) such as, but not limited to: house numbers, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch and die sets or other methods for use in making such products, posters focusing on the typographical elements of the Font (including type specimens or books about fonts/ type), or where the outputs of the Font as used in an artistic manner, without reference or use of additional material (e.g. a poster consisting solely, or materially, of typographic elements only).

**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.