

Licence Type
Logo

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 the Logo Licence?

This licence is intended for use by businesses with a maximum of 250 Employees within their Group, although your actual licence will be for the maximum number of Employees covered by one of the 4 tiers which you select during the checkout / order process.

Subject to the terms of this licence, this Logo Licence allows up to 5 Authorised Users to use the Font to create a single iteration of a Logo to be used for your Brand.

This licence authorises you to use the Font solely for the Permitted Purpose with the price based on the size of your Group. If you wish to use the Font (or any of our fonts) for other purposes then you can purchase the appropriate licence via our website or after contacting us at info@f37.co.

Subject to these terms, this licence also authorises you to seek to register the Logo as a trade mark in any territory in the world. Remember though, this licence is a personal licence granted solely to you for use of the Font in connection with the Permitted Purpose and you may not distribute the Font to any person (other than the Authorised Users) unless otherwise agreed by us in advance in writing. 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 contact 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. Defined terms used in these introductory paragraphs are as defined in Clause 1 of the terms below.

1. Orders and Licence Parameters**1.1**

The following definitions apply to these terms:

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

"Authorised Users" means, for the purpose of this licence agreement, your Employees, officers, and directors who are permitted to access and use the Fonts in accordance with these terms;

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

"Employee(s)" means an individual in your (or, where applicable, your Group's) employment and/or control (including, without limitation, independent contractors, agents, and workers);

"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;

"Logo" means a **single** graphic mark, symbol, emblem or other visual device to be used to market goods and/or services under your Brand;

"Materials" means static image files, GIFs, rendered video files, and documents, all subject to the requirements of this Scope of Licence and the EULA Additional Terms (as referenced in Clause 3) in respect of embedding and read only file formats;

"Permitted Purpose" means the purpose of using the Font to create a **single** iteration of a Logo, and using that single Logo in any colour or colour combination for the purpose of marketing to the public, via any medium (including via Third Party Platforms), goods and/or services under that Logo (including by using the Logo on your website, in your applications, on your packaging, merchandise, social media platforms, broadcast (including where the Logo appears via VOD streaming, live or other broadcast method));

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

"Third Party Platforms" means any web, application, broadcast, social media, or other platform through which your goods and/or services are to be marketed to businesses and/or the public under the Logo.

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 (or any of them) 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 'Logo Licence' tier which is equivalent to the total number of Employees, however usage of the Font file itself is limited for the Permitted Purpose to your Authorised Users' use in accordance with Clause 1.5 only.

1.4

Subject to you purchasing the licence in accordance with the terms, the checkout/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 Authorised Users (to the levels detailed in Clause 1.5) to install and use the Fonts solely for your use of the Fonts in accordance with these terms for the Permitted Purpose. Unless specifically and expressly permitted elsewhere in these terms, this shall not permit any

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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

Subject to your ongoing compliance with the terms set out herein, you may provide the Font to a maximum of five (5) of your Authorised Users for each to install and use the Fonts on their Approved Devices for the Permitted Purpose **SAVE THAT** the Font is only used by those Authorised Users 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 the Authorised Users in accordance with these terms, you agree that you will ensure such Authorised Users will not use the Fonts (or any of them) for anything which is not permitted by these terms, including (but not limited to) the supply of any services to any other person or party, and you hereby agree that you remain at all times fully liable for those Authorised Users' 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 Authorised Users. With F37's prior written approval, such Authorised Users may publish the outputs created on your behalf on their respective websites or channels (as approved), subject to crediting the use and ownership of the Font (and outputs created) correctly.

1.6

In relation to the Authorised Users, you undertake that:

1.6.1

where an Authorised User ceases to: (i) be an Employee, officer, or director or (ii) provide services to you, you undertake to take all steps necessary to ensure that such Authorised User irrevocably deletes (whether from their Approved Devices or otherwise), and cease all access to and use of the Font;

1.6.2

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

1.6.3

you shall maintain a written, up to date list of all Authorised 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.

1.7

You may, for the purpose set out in Clause 1.4,:

1.7.1

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 (and/or your Authorised Users') breach of these terms);

1.7.2

seek to register the Logo as a trade mark in any territory in the world, provided you do not seek to register (or otherwise claim any right, title or interest in or to) the Font (or any part thereof, including the design and artistic elements of the Font) independently of the Logo. For the avoidance of doubt, all copyright and other rights in any glyphs generated by the Font will remain ours at all times and you may not distribute the Font with any trade mark. Where the Font (or any part thereof) is incorporated into any Logo, you expressly recognise that we make no representation or warranty that use of the same by you will not infringe the intellectual property rights of any third party.

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1.7.3

on the condition that you remain at all times fully liable for their acts and/or omissions, provide Materials incorporating the Logo to Third Party Platforms **SAVE THAT** such Materials must be issued in 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 and all other requirements and restrictions herein;

1.7.4

upload (and/or authorise your Authorised Users to upload on your behalf) the Font to creative suites which you and, where applicable, your Authorised Users have a proper licence in place to use, including Canva, Unfold etc. **SUBJECT ALWAYS** to you: (i) restricting use to your Authorised Users and remaining fully liable for any use outside of the scope of these terms as a result of the same: (ii) ensuring that other third parties/end users (i.e. those outside of your organisation) such as Third Party Platforms cannot select, edit, or otherwise manipulate the Font (whether from the Logo or otherwise), by way of text composition, editing or otherwise; and (iii) disabling any feature, setting, or configuration that permits any other third party/end user (i.e. those outside of your organisation) such as the Third Party Platforms to save or export files created using the Font, or incorporating the Font (including the Logo), in any way whatsoever.

1.8

Notwithstanding, you shall **not**:

1.8.1

use the Font for any purpose not expressly set out in Clause 1.7 (including the creation of any materials);

1.8.2

breach the 'unethical content' requirements set out in the EULA Additional Terms (as accessible via Clause 3 of these terms);

1.8.3.

use the Font for any other brand or trade mark (other than for the creation and application of the single Logo for the Brand in accordance with these terms);

1.8.4

distribute the Font to any other persons (other than the Authorised Users in connection with the Permitted Purpose);

1.8.5

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

1.8.6

utilise the Font in any electronic device (including mobile phones, smartphones, ATMs and tablets) and/or 'epublication' files including those with the extensions .EPUB, .MOBI, .AZW;

1.8.7

convert the Font from one file format to another;

1.8.8

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

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1.8.9

amend, alter, adapt, convert, disassemble, decompile, reverse engineer, translate, or otherwise modify the Font or any outputs resulting from use of the Font (including any Materials); and/or

1.8.10

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 'Logo Licence' by you (e.g. you 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 'Logo 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 'Logo Licence' is based on a **total** of 250 Employees; where you exceed this number, this 'Logo Licence' will not be available and you will need to contact us at info@f37.co to discuss entering into a 'Brand Licence'.

3. Other Terms**NOTE THIS WELL**

3.1.

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 and store 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.