

Licence Type
Social Media

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 Social Media Licence?

This licence allows you to distribute, use, publish, and display digital asset outputs for your brand on your and your Influencers' Social Media Platforms.

The way this is priced is determined by the number of people who will see your brand posts across your and your Influencers' Social Media Platforms. You are permitted to share the outputs you create using the Font with your Influencers, where those Influencers are promoting or working for your brand.

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 there will be more than 2.5 million Followers please contact us at 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, other than those available on Social Media Platforms (YouTube etc)), and/or use on products you sell (including as or within software products). You can purchase a licence for such uses elsewhere on our website or after contacting us at 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**

"Approved Device" means a hardware component which supports the installation 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, independent contractors, workers and third party service providers who are permitted to access and use the Fonts in accordance with these terms, excluding Influencers.

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"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;

"Follower" means person, profile, entity, user or any other receiver of information who receives (or is capable of receiving by way of sponsored and/or promoted posts) information from you via Social Media Platforms, whether by virtue of your (or on your behalf, including via Influencers and that of co-promoted brands (e.g. YOUR BRAND X THIRD PARTY BRAND would need to consider the Followers of the third party brand also)) posts, content sharing, image or word sharing or otherwise;

"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;

"Influencer" means a third party who may be engaged by you for the purpose of promoting your Brand via Social Media Platforms (which includes members of your Group, to the extent such members receive and use the Materials);

"Materials" means static image files, GIFs, rendered video files, 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;

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

"Social Media Platforms" means interactive technology platforms (functioning either as software applications or web, mobile or tablet based applications) where sharing of information, ideas, interests, and other forms of expression through virtual communities and networks occurs including but not limited to, Facebook (Meta), TikTok, WeChat, Instagram, QZone, Weibo, Twitter, Tumblr, Baidu Tieba, Youtube, and LinkedIn.

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 'Social Media Licence' tier which is equivalent to the total number of Followers (which includes that of the Influencers engaged by you, to the extent such Influencers receive and use the Materials), however usage of the Font file itself, to create the Materials, is limited to your Authorised Users' use in accordance with Clause 1.5 only. The calculation of Followers shall be based on the latest shared Material by you, or your Influencer (i.e. this may be higher than the tier purchased which shall mean you are liable to rectify in accordance with Clause 2).

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 install and use the Fonts solely for your use of the Fonts in accordance with these terms for your internal business purposes and

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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 Influencers) for the sole purpose of the creation of Materials which may be published or made available on your and your Influencers' Social Media Platforms. 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

Subject to your ongoing compliance with the terms set out herein, you may provide the Font to a maximum of ten (10) Authorised Users for each to install and use the Fonts on their Approved Devices **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 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. Where written approval is given to share the same, Followers of the Authorised Users shall not constitute Followers for the purpose of these terms.

1.6

In relation to the Authorised Users, you undertake that:

1.6.1

where an Authorised User ceases to be an employee, worker, independent contractor or third party service provider to or for you (as the case may be), 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,:

1.7.2

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 to Influencers **SAVE THAT** such materials must be issued in static image files/read only files for the purpose only of any Influencer publishing the same via their own Social Media Platform accounts for the sole purpose of promotion of your Brand in accordance with these terms (and such Influencers must not change, edit or otherwise manipulate any outputs of the Fonts and they must not use them for themselves/their own brand without reference to your Brand and/or for any other person or party). Where Influencers are engaged, you

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undertake to obtain full, complete, up to date data in respect of the total Followers of the same which will be used to determine the correct tier of your Social Media Licence (and you undertake to obtain permission from the same for F37 to exercise its audit rights contained in the EULA Additional Terms in respect of all your Influencers' Social Media Platform accounts);

1.7.3

use the Font for the creation of Materials where the same are 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; and

1.7.4

upload the Font to creative suites which you have a proper licence in place to use, including Canva, Unfold etc for the purpose of the permitted acts contained in these terms 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) cannot select, edit, or otherwise manipulate the Font, 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) to save or export files created using the Font, or incorporating the Font, in anyway 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 or other materials for use or publishing or distribution via any method or platform which is not a Social Media Platform);

1.8.2

breach the 'unethical content' requirements set out in the EULA Additional Terms;

1.8.3

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

1.8.4

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) save that nothing shall prevent you from promoting your items / products / software using electronic materials created using the Font in accordance with these terms via your and your Influencers' Social Media Platforms;

1.8.5

use the Font in the creation of, and making available of clothing and fashion accessories (including all articles to be worn), save that nothing shall prevent you from promoting those items using electronic materials created using the Font in accordance with these terms via your and your Influencers' Social Media Platforms;

1.8.6

use the Font in relation to or for the creation of or inclusion within any form of video on TV networks, streaming services, live or TV broadcast or otherwise, save as detailed elsewhere in these terms (including, for example, your permission to use on Materials published via YouTube, where YouTube is a Social Media Platform);

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Social Media	embed the Font into any website (including use via CSS rule @font-face or other forms of font linking);
	1.8.8
	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;
	1.8.9
	create logos, trade marks or other service marks using the Font;
	1.8.10
	convert the Font from one file format to another;
	1.8.11
	embed the Font into any mobile or computer application (a separate licence is available for this from our website(s)); and/or
	1.8.12
	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 'Social Media Licence' by you (e.g. you have purchased on the basis of having up to 10,000 Followers, but you and your Influencers have 100,000 Followers) 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 'Social Media 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 'Social Media Licence' is based on a total of 2,500,000 Followers; where you exceed this number, this 'Social Media Licence' will not be available and you will need to contact us at info@f37foundry.com 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 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.