

Licence Type
Trial Font

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 and/or accessing 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 Trial Font Licence?

This licence is for **private trial use only**. You are permitted access to reduced character sets of our fonts to 'try before you buy' - to mock up your designs for approval before licensing the full versions from us.

This licence is **not** for commercial or resale usage at all (including but not limited to web use, print or desktop use, application (mobile and 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@f37foundry.com.

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;

"Articles" any article bearing the Font (and outputs thereof) including, but not exhaustively, books, publications, magazine, record covers, product & packaging;

"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;

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

"User" means, for the purpose of this licence agreement, your employees 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 requesting download of the fonts 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

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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 accept these terms and only use the fonts downloaded by you as a director, office or employee of such business for testing purposes only. The Fonts (or any of them) can only be used for testing purposes by the person who entered their details within the fields provided at download checkout (i.e. they cannot be shared with anyone else – they will need to download the Fonts themselves if they require access and/or use of the Fonts).

1.4

Subject to you downloading our Fonts in trial version in accordance with the terms, the order process, and your ongoing compliance with our terms, F37 hereby grants you a non-exclusive, non-sublicensable, non-transferable right to permit you (i.e. the person whose information is entered during the order process) to install and use the Fonts on up to three (3) of your 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 non-commercial, internal business purposes which shall exclude, for the avoidance of doubt, any distribution of any materials (including Articles) bearing, incorporating or displaying the font for commercial purpose (which includes any product or service which you provide (now or in the future)). Further, this licence agreement does 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 any person(s) by way of a server, intranet, or any other technology.

1.5

You may, solely for internal testing and/or mock-up purposes only in accordance with Clause 1.4:

1.5.1

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);

1.5.2

create mock-ups of materials (in accordance with these terms) using the Font (including those needed for mock-ups of the Articles) SAVE THAT such mock-ups must be limited to static image files/read only PDFs (so that any other party cannot change, edit or otherwise manipulate any outputs of the Fonts themselves); and

1.5.3

use the Font to create mock-up 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 viewing, and prohibits printing, editing, selecting, enhancing or modifying the Font text and prohibits extraction of the Font (including the font files / software) from the same.

1.6

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

1.6.1

install the Font on more than three (3) of your Approved Devices and/or on any Approved Devices other than your Approved Devices;

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1.6.2

use the Font for any purpose not expressly set out in Clause 1.5;

1.6.3

use the Font for any purpose other than use of the Font for your internal business testing/mock-up purposes (which, for the sake of clarity, prevents you from using the Fonts for those matters permitted with any of our licences available on our website or otherwise);

1.6.4

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));

1.6.5

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);

1.6.6

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

1.6.7

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;

1.6.8

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

1.6.9

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;

1.6.10

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

1.6.11

convert the Font from one file format to another;

1.6.12

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

1.6.13

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

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2. Other Terms and Licences

NOTE THIS WELL

2.1

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.

2.2

If you require a licence to use our Fonts (or any of them) for any purpose beyond the terms of this licence (namely, for any other purpose than for testing and mock-up purposes only), then these can be purchased from our website and/or after contacting us at info@f37foundry.com.