

Licence Type
Webfont

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 Webfont Licence?

This Webfont Licence allows you to use our Fonts (defined below) on your Website (defined below) where you host the Font on your own server (or third party server as permitted in accordance with these terms) for up to a specific number of page views per month.

This licence is **not** for application (desktop and mobile) use, print or desktop, 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@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:

"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;

"PVPM" or "Page Views Per Month" means, for the purpose of this licence agreement, the number of requests to load a single page on the Website received per month (including within any Web View App as detailed in Clause 1.3);

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

"URL" means Uniform Resource Locator; and

"Website" means a website (a collection of web pages, images, videos or other digital assets that are hosted on one or more web servers, accessed from a common root URL, which, for the avoidance of doubt, includes all subpages of the URL) owned or controlled by you as notified to F37 by you during conclusion of this licence agreement.

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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

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 worldwide, non-exclusive, non-transferable, perpetual (without prejudice to F37's right to terminate in accordance with the terms) right to use the Font on the Website via CSS rules using @font-face up to the maximum traffic calculated by PVPM as agreed and as set out in your order. Unless otherwise set out herein, 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. You **may** use the Font to style a Website viewable within a 'Web View App' (being an 'Application' as defined in our 'App Licence' in which, or via it, a web page is displayed) **subject always** to you having been granted a valid and paid up App Licence from us in respect of the same, and the PVPM pursuant to this licence includes the views within that Web View App (and you including all technical tracking and measuring code necessary to demonstrate the same).

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 PVPM;

1.5.2

to actively and accurately monitor the total PVPM (and warrant that where the same is disclosed to us the same shall be complete, accurate, and up to date, notwithstanding our right to audit the same);

1.5.3

that the total traffic to the Website measured by PVPM shall not exceed the total permitted PVPM specified in your order;

1.5.4

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

1.5.5

you shall maintain a written, up to date list and architecture of the Website and use of the Font on the same and provide such information to F37 within a reasonable period from receipt of our written request.

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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;

1.6.2

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;

1.6.3

use the Font in any way that enables, permits, or allows (by act or omission) visitors of the Website to access and/or permanently install and/or download the Font files other than for the purpose of viewing the Website;

1.6.4

allow any third party (including third party website hosting providers) or website (other than the Website) to access the Font (and shall action and implement such technical measures and precautions necessary to prevent the same);

1.6.5

use the Font on or incorporated into any website including the Website other than via CSS rule via @font-face;

1.6.6

allow or permit the Font to be used in any way that is editable, including any forms, or text fields that may be completed or edited by visitors to the Website;

1.6.7

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

1.6.8

convert the Font from one file format to another;

1.6.9

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

1.6.10

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 'Webfont Licence' by you (e.g. you have purchased usage tier permitting up to 10,000 PVPM and now require 1,000,000 PVPM) 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 'Webfont 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 'Webfont Licence' is based on a **total** of 2,500,000 PVPM; where you exceed this number, this 'Webfont Licence' will not be available and you will need to contact us at info@f37.co to discuss entering into a 'Brand Licence'.

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3. Additional Restriction**3.1**

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

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.