



Please carefully read this document before any purchase. We recommend you to keep a copy for future reference.

This End User License Agreement (the “Agreement” “EULA,” “License,” “Agreement” or “License Agreement”) is a legal agreement between you and Apex Type Foundry and becomes a binding contract. This Agreement governs the terms of use of the Font Software and the design of the Fonts embodied therein (“Font Software”), together with any media, printed materials, electronic documentation, updates, add-ons, artwork, web services and any other material that may be associated with the product now or in the future. This Agreement becomes effective when you open the delivered compressed electronic file in which the Font Software is contained. Apex Type Foundry and the User are referred-to as the “Parties”, or individually a “Party”.

short & friendly summary

► **Please read this document carefully, because you agree to its terms by installing the font software.**




1. DEFINITIONS

“Typeface(s)” refers to all graphic representations of a character and/or glyph, its weight, ornaments and graphics generated by the Font Software by using the Font, or deriving from same and created by Apex Type Foundry, and including rasterized, as well as derived images (for example: bitmap);

“Font” refers to the complete set of characters of a same typeface created by Apex Type Foundry, particularly all glyphs of the alphabet, as well as all figures and all characters making up a Typeface; “Font software” refers to the software which integrates the Font and enables the generation of the typeface and, as applicable, the ornaments and other characters attached to a Typeface.

► **This article lists the various definitions of the terms used hereafter.**




2. PURPOSE

The purpose of the License Agreement is to grant the non-exclusive right of use to the Font Software, and to specify the conditions under which Apex Type Foundry authorizes the User to use the Font Software and its components, including the Font and the Typeface.

► **This document specifies how you can use the fonts.**




3. USER LICENSE

Upon full payment of the remuneration agreed between the Parties, Apex Type Foundry grants the User a non-exclusive authorization to use the Font Software.

It is specified that the amount of remuneration paid by the User for the authorization to use the Font Software granted by Apex Type Foundry may vary according to the size of the selected license, which the User acknowledges.

The Parties understand that the authorization granted by Apex Type Foundry does not transfer to the User any of the rights of Apex Type Foundry to the Font Software and all its components, with Apex Type Foundry retaining sole title to the exclusive Font Software and all its components, and all associated trademarks.

► **All of our four different types of licenses are all governed by this document. The authorised uses are described hereafter.**

The User may, both with regard to the right of reproduction and to the right of representation, use the Typeface on printed documents, electronic documents, graphic design, or in online services and/or on websites, either for integrating the Typeface in media intended to be broadcast and/or distributed in the cinema, or loaded in applications. The User’s right to use the Font Software is, in all cases, limited to the executable code. Any attempt to access the source code of the Font Software is prohibited.

The User must – in every possible cases – credit Apex Type Foundry as the creator of the Font and, more generally, attribute all due credits to identify Apex Type Foundry as the holder of all rights attached to the Font Software. The User agrees to remove none of the credits and copyrights contained in the Font Software.

- ▶ **Please credit the typeface and/or the foundry whenever you have the possibility to do so. You are not allowed to remove credits which are embedded into the font files.**

3.1 Types of licenses

The Font Software can be installed on a limited number of computers which varies according to the size of the User. The size of the User depends on the number of workstations in the User's workplace:

– Solo License:

it applies to an independent physical person (nominative license) working alone or to a physical person working in the same premises as other independent physical persons (meaning that, in the latter case, the license covers the use of the Font Software by the physical person who has subscribed the License and none of the other independent physical persons working in the same premises). This License only allows the installation of the Font Software on a desktop computer and a laptop owned by the licensee.

– Small License:

it applies to small businesses, organizations or networks of several independent individuals working on the same project, possessing between 2 (two) and 5 (five) workstations in the same premises. This license authorizes the installation of the Font Software on up to 5 (five) computers in the same workplace.

– Medium License:

it applies to medium businesses, organizations or networks of several independent individuals working on the same project possessing between 6 (six) and 10 (ten) workstations in the same premises. This license authorizes the installation of the Font Software on up to 10 (ten) computers in the same workplace.

– Large License:

it applies to companies or organizations possessing between 11 (eleven) and 50 (fifty) workstations in the same premises. This license authorizes the installation of the Font Software on up to 50 (fifty) computers in the same workplace.

Beyond 50 computers: it is appropriate to consult directly Apex Type Foundry which will propose a license model tailored to the specific needs of the User.

The expressions “workstations in the same premises” or “computers in the same workplace” mean that self-employed individuals who come to work in the premises of the enterprise or subscriber of the license, on the company or organism's computer stations are included in the license of the company or organization. On the other hand, a self-employed worker who works on his own personal computer must have a license in his name – including when he moves in the subscriber's company or organization's premises to work with his own computer. As soon as there are several premises where the Font Software must be used, the User must subscribe to as many licenses as premises according to the corresponding formula regarding the number of workstations in each place.

- ▶ **One company with many locations or remote workers may purchase a single license to cover all users at all locations, but a license may not be shared by multiple companies (i.e. both a designer and his or her client), or by freelance designers working either on-site with their own equipment or working off-site.**

3.2 Types of use

The License authorizes the following exploitations of the Font:

– Print:

using the Font for the elaboration of printed documents, books, newspapers, magazines and more generally in the context of any literary and press publishing activity, with the aim of creating packaging, visual identities and/or logos, manufactured products and/or derivatives bearing the visual identity and/or logo thus created integrating the Font as well as the corresponding digital documents intended to be printed.

– Web:

using the Font as a webfont in .eot, .woff or .woff2 formats on the Internet and integrated into one or more websites, allowing the display of the typographical characters of the Font on screen only, regardless of the consultation terminal used (computer, phone, tablet, etc.). For this type of exploitation, the File can be uploaded to a server only accessible by the User (and his client if the latter has bought his own License) or a web developer according to the conditions provided for in Article 3.3.

– App:

using the Font in mobile applications or tablets for displaying the typographical characters of the Font on the screen while an application is executed on mobile consultation terminals, via the use of operating systems iOS, Windows Mobile and Android, (being specified that Apex Type Foundry reserves the right to amend the list of operating systems for mobile terminals subject to inform the User at least thirty calendar days before the said modification).

– ePub:

using the File to create digital books integrating the Font in Kindle Azw, PDF, ePub, Broadhand eBooks, Mobipocket to allow the display of the typographical characters of the Font on screen.

With respect to all of these authorized uses, the License is not limited:

– over time
(it applies for the entire duration of the intellectual property rights' protection);

– in space
(it applies to the whole world);

– in the number of copies or sites (or domain names), applications or e-books
(it applies to an unlimited number);

– in the number of visitors or downloads
(it applies to an unlimited number of visitors or downloads)

► **With only one license, you can use our fonts in print, websites, mobile apps, electronic publications or broadcast with no additional cost. One license to rule them all!**

3.3 Generalities applicable to all licenses

Outside the cases set out above, and expressly authorized in point 3.2 of this Article 3, the User is not authorized to represent, reproduce and/or distribute the Font Software.

The User is not authorized, in particular, to:

– Copy or allow any third party to copy the Font Software;

The User may nevertheless make 1 (one) back-up copy of the Font Software beyond the copies used for operating purposes expressly authorized in points 3.2 of this Article 3, solely for the purposes of archiving, and agrees to protect and control this copy.

The User may only use this copy for the purposes of reinstalling the Font software, which he acknowledges. In case of termination of the License Agreement, the User must immediately destroy the original and all copies of the Font Software.

– Market, hire, sub-license, give, lend, distribute or otherwise provide the public with the Font Software, or allow any third party to do so;

▶ **You can't send the fonts to someone else. You can't resell the software. Your customer needs to buy his/her own license from us.**

– Modify, edit, adapt, translate the Font Software, or create derivative works based on the Font Software, or allow any third party to do so; in particular, the User is not authorized to modify or amend the digital data characteristics of the Font Software, wholly or partially. The User is not authorized to modify the Typeface, including, in particular, the creation of additional weights, the creation, modification or removal of existing glyphs, metrics, spacing and kerning, or allow any third party to do so;

▶ **You can't modify the fonts and make new fonts out of it. It is allowed to modify the outlines (e.g. for a logo) if you do not turn them into new fonts. It is OK to modify spacing, kerning, etc. in a layout or word processing software, if you do not alter the font files themselves.**

– Carry out the reverse engineering, decompiling, disassembly, alteration and attempts to access the source code of the Font Software, or to allow any third party to do so; in the event that Apex Type Foundry authorizes the User to carry out one of the acts set out herein, any modification shall become and remain the exclusive property of Apex Type Foundry, and the User may not market, lend or transmit these modifications or additions to the Font Software to any third party, or allow any third party to do so; these stipulations apply without prejudice to applicable mandatory legal provisions and treaties, particularly relating to inter-operability, and solely to the extent that the decompiled data is necessary to inter-operability and has not been provided by Apex Type Foundry, after written request by the User;

▶ **You can't open the fonts in a font editor. If you need to access the code, please contact us.**

– Convert the Font Software into another format for use on other operating systems or other formats, or allow any third party to do so, Apex Type Foundry being solely authorized to supply the Font Software in different or supplementary formats, after preparing a specific quote at the request of the User; in the event that Apex Type Foundry converts the Font Software, any conversion shall become and remain the exclusive property of Apex Type Foundry, and the User may not sell, lend or transmit these modifications or additions to the Font Software to any third party, or allow any third party to do so.

▶ **You can't convert the fonts in another format. Contact us if you need a different font format than the ones we already offer.**

The Font Software may not be used to create a digital file in which all or part of the Font Software is incorporated in a format that enables its extraction, editing, alteration, enrichment or modification by the recipient of such a document, in any way whatsoever. This prohibition includes the extraction of vector contours.

It is specified that the Font Software may under no circumstances be distributed and/or transmitted to a third party. The User recognizes that he may not supply the Font Software in a format enabling extraction. Nevertheless, if no other option is available, the User may transmit a digital copy of the Font Software used in a digital document for the attention of a third party service provider requiring the transmission of a document containing the Font Software, such as a service bureau or printer, for the use by the latter and preparation of the document within the strict framework of the service performed at the request of the User, and as long as the service provider destroys all copies of the Font Software once the service has been performed.

The sharing, lending, unauthorized hire or marketing or incorrect use of the back-up copy constitutes a material breach under the terms of the License Agreement, whatever the license selected by the User, the immediate cancellation of this License Agreement springing therefrom, subject to any damages.

- ▶ **Our licenses are personal and non-transferable to third parties. The User can however, under specified conditions, provide the font file to their printer or developer for printing or web integration purposes.**

The User is generally prohibited from any use and/or exploitation of the Font Software outside the scope determined by this License Agreement. Any use which is not expressly authorized herein is prohibited, and the rights which are not clearly granted to the User are reserved for Apex Type Foundry. Any reproduction or representation, fully or partially, for purposes other than the authorized usage, is prohibited.

Under no circumstances may the user consider that he is the owner of the digital files that Apex Type Foundry makes available to the User. The physical control of files is only granted to allow him to enjoy the rights granted and subject to the authorization given, and these files are only ancillary to the License Agreement.

If the User is not sure that the use he intends to make of the Font Software is authorized, he must contact Apex Type Foundry for verification. The absence of a request for authorization by the User and/or the absence of any specific prohibition in the License Agreement may not be interpreted as an authorization or authorized usage under any circumstance whatsoever.

- ▶ **If in doubt, please feel free to contact us. We will gladly answer your queries.**

4. INTELLECTUAL PROPERTY

The Font Software, all its components as well as all registered trademarks associated with the latter, and all elements that make it up, and in particular the Font and Typographical Characters, are the exclusive property of Apex Type Foundry, which the User acknowledges. All rights not expressly granted herein are reserved for Apex Type Foundry.

The User recognizes that any unauthorized use of the Font Software is a violation of the rights of Apex Type Foundry causing significant financial damage to Apex Type Foundry.

In case of violation of the rights of Apex Type Foundry by the User, Apex Type Foundry reserves the right to claim any remuneration it would normally have a right to, without prejudice toward any other financial compensation of any nature resulting from an infringement of said rights.

5. DISCLAIMER / WARRANTY / REFUND

The Font Softwares are tested on MAC OS and on professional design applications such as the Adobe Creative Suit. Apex Type Foundry cannot be held accountable nor should it be liable for any damage or malfunction derived from using the Font Software. The given Font Software is offered without any warranty. Apex Type Foundry shall not be liable for any damage derived from using this Font Software. Apex Type Foundry guarantees the correct operation of the Font Software and its components, over the 30 (thirty) days following their delivery, no guarantee concerning the correct operation of the Font Software and its components, nor their fitness for the requirements and usage envisaged by the User being supplied to the User being provided to the User beyond this 30 (thirty) day deadline, without prejudice toward any laws and regulations that may be applicable. For any warranty claim, the User must contact Apex Type Foundry with sufficient informations to enable confirmation of the date of effectiveness of this License Agreement, which the User acknowledges and accepts.

- ▶ **We provide a 30-days guarantee for the font software sold. We can either refund or replace, at our sole discretion.**

Apex Type Foundry disavows any liability in any respect whatsoever for indirect damages such as loss of earnings, commercial or financial detriment, the increase of general costs, resulting from third party claims or losses originating in or being the consequence of this EULA. As well as damages caused to persons or property distinct from the contractual purpose, without prejudice toward any applicable laws and regulations.

The User alone shall bear the consequences of operating faults of the Font Software due to any use non-compliant with the operating instructions, and acknowledges that Apex Type Foundry does not guarantee the Font Software is fit for the use sought by the User.

► **Our font software are standards-compliant. We can't be responsible for any misuse of the fonts.**

Any and all disputes arising from, or in connection with, this EULA, as well as any dispute over the materialization of this EULA, are subject to French law exclusively. The rights and obligations of the parties arising from this EULA are based on French law, even in the event that the exertion or breach of contractual rights takes place in a foreign country.

All requests for information must be sent by e-mail to: info@apexfoundry.com

Each Party agrees to inform the other Party of any substantial modification concerning its situation (particularly the address, bank details, assignments, etc.).

The User expressly acknowledges he has read and understood this License Agreement, and that in using the Font Software, he agrees to be bound by the terms and conditions of this License Agreement.