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1 PRELIMINARY

- A This End User Licence Agreement (hereinafter the 'EULA') for the use of font software (hereinafter the 'Font') is a contract between you (hereinafter the 'Licensee') and A Practice for Everyday Life Limited, a company incorporated in England and Wales under number 07383330 whose registered office is at 37 Temple Street, London, United Kingdom, E2 6QQ (hereinafter 'APFEL').
- B This EULA is effective from the transaction date on the Sales Receipt and perpetually thereafter, unless terminated in accordance with the terms of the EULA.
- C The Licensee agrees that once the download of the Font starts the Licensee does not have a right to cancel the EULA and is not entitled to a refund unless the Font is faulty.
- D By purchasing, downloading, ordering, storing, opening or using the Font in any form, the Licensee agrees to the terms and conditions in this EULA.
- E If the Licensee refuses the terms and conditions of the EULA, the Licensee shall not download and/or use the Font in any form.
- F This EULA constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. Each party acknowledges that it has not entered into this EULA in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this EULA.
- G The Licensee agrees to inform all authorised users who have access to the Font about the content of this EULA and procure that they comply with its terms and conditions.
- H APFEL reserves the right to modify or amend this EULA in any way and without notice. Any changes in the EULA will be published on the website apracticeforeverydaylife.com.

2 INTERPRETATION

'Application' refers to a native, hybrid or web applications that function and/or are installed on specific operating systems (Android, Apple iOS, Apple MacOS, Microsoft Windows), which run on desktop, laptop computers or mobile devices (e.g. mobile phones, smartphones and tablets) and that support the Font. The list of supported operating system platforms is subject to change at APFEL's sole discretion.

'App-Font', 'Desktop-Font', 'Web-Font', refers to the specific Font file purchased by the Licensee and subject to the specific terms and conditions set out in the relevant Appendix to the EULA.

'Confidential Information' refers to all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Font and any technical or operational specifications or data relating to the Font shall be part of APFEL's Confidential Information.

'Font' refers to the design of the Font, including the entire glyph set that makes up the typeface, and the software that enables the production of the typeface design and/or integrates the Font.

'Intellectual Property Rights' refers to all intellectual property rights in any part of the world and includes patents (including supplementary protection certificates), utility models, rights in inventions, registered and unregistered trade marks and service marks, registered designs, unregistered rights in designs, semiconductor and topography rights, know-how, trade secrets, copyrights and neighbouring rights, database rights, domain names and in each case rights of a similar or corresponding character in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

'Licence Fees' refers to the fees payable by the Licensee in consideration of the licence of Font.

'Licensee' refers to one or several individual(s) using the Font, or to a company, entity or other organisation within 1 (one) business address, within which one or multiple users have access to the Font, and/or owns the relevant licence.

'Licence Extension' refers to a supplementary licence agreement for the use of the Font outside App, Desktop, and Web, and subject to specific terms and conditions, provided to Licensee by APFEL upon request.

'Licence Restrictions' refers to the restrictions set out in the Sales Receipt;

'Organisation' refers to usage by the Licensee on portable or non-portable devices at 1 (one) business location, and to self-employed third parties working at 1 (one) of the Licensee's business locations on the Licensee's device(s). It does not mean use by clients or third parties, including self-employed parties working outside the business location.

'Procuring Party' refers to an individual, affiliated company, design agency and/or other third party sourcing and procuring a Font licence on behalf of a client, who is the Licensee.

'Sales Receipt' refers to the email sent by APFEL to the Licensee, incorporating the transaction date, Licence Fee information, confirmation of purchase, the scope of the licence(s) and licence restrictions.

3 PAYMENT

- 3.1 The Licence Fees and any other charges expressly agreed between the parties in writing shall be paid by the Licensee at the rates and in the manner described in the Sales Receipt.
- 3.2 The Licence Fees may vary according to the scope of the licence(s), as selected by the Licensee.
- 3.3 All payments shall be made in Sterling (£ GBP) and at the rates and in the manner described in the Sales Receipt.
- 3.4 The Licence Fee and any other charges payable under the EULA are exclusive of Value Added Tax which shall be payable by the Licensee at the rate and in the manner prescribed by law.
- 3.5 Upon receipt of the payment of the Licence Fee, APFEL will send the Font by email or download link to the Licensee. It is the Licensee's responsibility to ensure that its computer system and network connection is capable of downloading the Font.

4 OWNERSHIP AND CREDIT

- 4.1 APFEL is the licensor of the Intellectual Property Rights in the Font.
- 4.2 The Licensee acknowledges that the Font and Font documentation are protected by the UK copyright and other applicable laws, as well as copyright and other applicable laws of other countries and by international treaties (regardless of whether the Font is registered in the corresponding registry or not).
- 4.3 To a reasonable extent, the Licensee shall credit A Practice for Everyday Life as the rightsholder of the Intellectual Property Rights in the Font.

5 LICENSE

- 5.1 APFEL grants the Licensee the non-exclusive, non-transferable, non-assignable licence to download and use the Font, subject to the terms and conditions of this EULA and receipt of the Licence Fees payment.
- 5.2 The Licensee shall not assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this EULA (including the licence rights granted), in whole or in part. The Licensee shall not grant sub-licences to use the Font to any third parties, including affiliated companies, distributors, agents, commercial printers, pre-press or other service companies, customers and/or subcontractors of the Licensee.
- 5.3 Affiliated companies, distributors, agents, commercial printers, pre-press or other service companies, customers and/or other subcontractors of Licensee, carrying out work on behalf of the Licensee and using the Font, shall buy a separate licence directly from APFEL.
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6	PROCURING PARTY CONDITIONS	<p>6.1 The Procuring Party shall provide their client's details and the information on their client's intended use of the Font to APFEL.</p> <p>6.2 The contractual relationship is formed strictly between APFEL and the actual Licensee, as set out in Section 4, not with the Procuring Party.</p> <p>6.3 The Procuring Party shall procure that the Licensee has a copy of the EULA and is aware of its terms and conditions. The Procuring Party shall be liable for any breach of this EULA committed by their clients.</p>
7	LIMITATIONS ON USE	<p>7.1 Except as expressly permitted under the EULA or by law, the Licensee shall not:</p> <p>7.1.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Font;</p> <p>7.1.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Font;</p> <p>7.1.3 assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Font;</p> <p>7.1.4 download or use the Font, or permit it to be downloaded or used, on behalf of any third party;</p> <p>7.1.5 attempt to circumvent or interfere with any security features of the Font Software;</p> <p>7.1.6 render, manufacture or capture glyphs, in whole or in part, to be used as a font or type-setting system;</p> <p>7.1.7 install or use the Font on a server that can be accessed via the internet or other external network system;</p> <p>7.1.8 upload the Font to a cloud-based solution (e.g. publicly accessible repositories such as GitHub).</p> <p>7.2 The Licensee may install 1 (one) back up copy of the Font for the sole purpose of data security. The backup copy must be kept secure by the Licensee to avoid third party access and must contain the same copyright, trademark, and other proprietary information and notices as the original.</p> <p>7.3 If the Licensee requires modifications to the Font, the Licensee must obtain a prior written permission from APFEL. APFEL may, but is NOT obliged to, provide such permission.</p> <p>7.4 The Licensee may install the Font on a single-type server for use on a single local area network (LAN), only when the use of the Font is limited to licensed users connected to the server.</p> <p>7.5 The Licensee shall not exceed the Licence Restrictions and acknowledges that it shall be required, without prejudice to any other rights or remedies to which APFEL may be entitled, to pay APFEL at APFEL's then-current rates for any additional usage of the Font.</p>
8	POLITICAL USE	<p>The use of the Font in any form of political campaign, or any use by a political party, organisation, think tank, lobby group or similar, is subject to a prior written request to and written agreement by APFEL. APFEL may refuse agreement at its sole discretion and deny any such licencing request without obligation to explain the refusal. The absence of a reply by APFEL is equivalent to a refusal of the request.</p>
9	APFEL'S WARRANTY AND INDEMNITY	<p>9.1 APFEL represents and warrants that:</p> <p>9.1.1 it has the right to licence the Font to the Licensee under the terms of this EULA;</p> <p>9.1.2 the Font will perform materially in accordance with the its description when used in accordance with this EULA for 10 (ten) calendar days from the date the Font is first made available for download or delivered to the Licensee (the Warranty Period).</p> <p>9.2 No guarantee concerning the proper performance of the Font is provided to the Licensee beyond the Warranty Period, without prejudice toward any laws and regulations that may be applicable.</p> <p>9.3 If there is a breach of the warranty in clause 9.1, the Licensee must inform APFEL by contacting s@apracticeforeverydaylife.com within the Warranty Period, and must return the Font, a valid Sales Receipt and/or proof of purchase, to APFEL.</p> <p>9.4 If the Font is found to not be performing properly in accordance with 9.1, the entire and exclusive liability and remedy shall be limited to either the replacement of the Font or the refund of the Licence Fee paid by the Licensee, at the discretion of APFEL.</p> <p>9.5 Upon receipt of a refund, the Licensee's licence terminates with immediate effect and further use is subject to purchase of a new licence.</p>

- 9.6 The Licensee acknowledges that APFEL does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:
- (a) the Font meeting the APFEL's individual needs or business requirements, whether or not such needs or requirements have been communicated to APFEL;
 - (b) the Font operating in a manner which is uninterrupted or free from minor errors or defects; or
 - (c) the Font being compatible with any software or with any particular hardware or equipment.
- 9.7 Other than as set out in this clause 9, and subject to clause 10.2, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable skill and care or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

10 LIMITATION OF APFEL LIABILITY

- 10.1 APFEL will not be liable for indirect, special or consequential losses, loss of profits, loss or corruption of data, loss of business opportunity, loss of savings, discount or rebate, loss or corruption of software systems, loss or damage to equipment, loss of use, loss of production, harm to reputation or loss of goodwill, all of the foregoing whether direct or indirect, even if APFEL has been advised of the possibility of such losses in advance. APFEL shall not be liable for any claim against the Licensee by any third party seeking recovery of such losses. The APFEL's total aggregate liability howsoever arising under or in connection with this EULA shall not exceed an amount equal to the Licence Fee.
- 10.2 Notwithstanding any other provision of this EULA, APFEL's liability shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other losses which cannot be excluded or limited by applicable law.

11 LICENSEE RESPONSIBILITIES
AND NON-DISCLOSURE

- 11.1 The Licensee will indemnify and keep indemnified APFEL against all liability, loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by APFEL in respect of any claims arising and made under the Consumer Protection Act 1987 by reason of or in connection with a defect in the Font.
- 11.2 The Licensee shall undertake all necessary steps to prevent unauthorised access to the Font and to any copy thereof.
- 11.3 It is the responsibility of the Licensee shall procure its employees and representatives and any other authorised third parties are aware of and comply with the obligations and restrictions imposed on the Licensee under the EULA. The Licensee shall be liable for the acts and omissions of such employees, representatives and authorised third parties as if they were its own.
- 11.4 If the Licensee becomes aware that any third party has made or appears likely to make any claim in respect of the Font (including, without limitation, any infringement of Intellectual Property Rights) it will immediately inform APFEL and give APFEL all assistance (including, without limitation, permitting APFEL to have conduct of any proceedings) which APFEL may require to enforce its rights and defend such claim. The Licensee will notify APFEL of any claims, which it may have promptly and in writing.
- 11.5 The Licensee shall maintain the confidentiality of APFEL's Confidential Information and shall not without the prior written consent of APFEL, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this EULA.
- 11.6 The Licensee undertakes to:
- 11.6.1 disclose APFEL's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this EULA, and
 - 11.6.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 11.
- 11.7 The Licensee shall give notice to APFEL of any unauthorised misuse, disclosure, theft or loss of APFEL's Confidential Information immediately upon becoming aware of the same.

- 11.8 The Licensee shall indemnify, keep indemnified and hold harmless APFEL from and against any losses, claims, damages, liability costs (including legal and other professional fees) and expenses incurred as a result of or in connection with any breach by the Licensee of this clause 11.
- 11.9 The provisions of this clause 11 shall not apply to information which:
 - 11.9.1 is or comes into the public domain through no fault of the Licensee, its officers, employees, agents or contractors;
 - 11.9.2 is lawfully received by the Licensee from a third party free of any obligation of confidence at the time of its disclosure;
 - 11.9.3 is independently developed by the Licensee, without access to or use of the APFEL's Confidential Information; or
 - 11.9.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Licensee, where possible, notifies APFEL at the earliest opportunity before making any disclosure.
- 11.10 The obligations under this clause 11 shall survive the termination or expiry of this Agreement for a period of ten years.

12 TERMINATION

- 12.1 If the Licensee and/or any of the Licensee's officers, employees, representatives commits a material breach of the terms of the EULA, which is not remediable, APFEL may terminate the EULA and the licences and rights granted by APFEL with immediate effect by giving notice in writing to the Licensee.
- 12.2 Any breach by the Licensee of clauses 5, 7, 8, 11 of the EULA may at the sole APFEL's discretion be deemed a material breach of the EULA which is not remediable.
- 12.3 If the Licensee and/or any of the Licensee's officers, employees, representatives commits a breach of the terms of the EULA, APFEL will notify the Licensee in writing of the breach of the terms of the EULA and/or relevant licence, and the Licensee shall:
 - (a) assist APFEL in revising the EULA and the Sales Receipt to include the required use and retroactively upgrade the Licence Fee;
 - (b) pass to APFEL any information that APFEL may require, including but not limited to the number of users utilising the Font on devices, Application download information, and monthly web-page views from Google Analytics or similar;
 - (c) automatically agree to retroactively settle with the appropriate licences by paying in full for the usage within 7 (seven) working days of receipt of the revised Sales Receipt;
 - (d) distribute the new licence internally to supersede all prior versions of the licence.
- 12.4 If the breach has not been remedied to APFEL's complete satisfaction within 10 (ten) days of receipt of such notification, APFEL may terminate the EULA, the licences and the rights granted by APFEL with immediate effect.
- 12.5 Upon termination of the EULA the Licensee shall immediately terminate using and delete the Font and certify that no copy remains in their possession or control. APFEL reserves the right to also pursue legal action and seek financial compensation for damages, and/or time, expenses and legal work undertaken.
- 12.6 Termination or expiry of this EULA shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this EULA that is expressly or by implication intended to continue beyond termination.

13 SEVERABILITY AND CUMULATION OF REMEDIES

- 13.1 If the whole or any part of any clause(s) of this EULA is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of any other provision of this EULA shall not be affected.
 - 13.2 If any provision of this EULA (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.
 - 13.3 Rights and remedies of the parties under this EULA are independent, cumulative and without prejudice to the rights provided by law.
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14	FORCE MAJEURE	APFEL will not be liable in any way for any loss, damage or expense arising directly or indirectly from any failure or delay in performing any obligation under this EULA caused by any circumstance beyond its control. On the occurrence of any such event, APFEL may at its discretion perform, suspend performance of, or terminate this EULA.
15	GOVERNING LAW AND JURISDICTION	This EULA and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this EULA, its subject matter or formation (including non-contractual disputes or claims), except that APFEL will retain the right to bring proceedings against the Licensee in any other court.
16	NOTICES	<p>16.1 Notices will only be effective if given:</p> <ul style="list-style-type: none"> (a) in writing and (b) delivered by first class post or by hand or by email (subject to confirmation by post within three days). <p>16.2 Notices to APFEL shall be sent to: A Practice for Everyday Life Limited, 37 Temple Street, London, E2 6QQ, UK, or such other address as APFEL may notify to the Licensee in writing as its address for service.</p> <p>16.3 Notices are deemed received:</p> <ul style="list-style-type: none"> 16.3.1 by hand: on receipt of a signature at the time of delivery; 16.3.2 by Royal Mail first class post: at 9 am on the second business day after posting; and 16.3.3 by email: on receipt of a read receipt email from the correct address. <p>Any notice to be given by hand or by email after 6 pm on any business day will be effective at 9 am the following business day.</p>
17	MARKETING	The Licensee grants APFEL a worldwide non-exclusive royalty-free licence to use the Licensee's company name and any outputs that include the Font, including but not limited to trade marks, images and videos, for the purpose of marketing, including on appracticeforeverydaylife.com and social media. APFEL will take reasonable care to credit the Licensee and/or designer, where appropriate.
18	LICENSE EXTENSIONS	<p>18.1 The following licences are available for purchase from appracticeforeverydaylife.com, and subject to the specific terms and conditions set forth in the relevant Appendix to the EULA.</p> <ul style="list-style-type: none"> (a) Desktop-Font Licence (Appendix 1); (b) Web-Font Licence (Appendix 2); (c) App-Font Licence (Appendix 3); <p>18.2 The following usages, without limitation, are subject to individual Licence Extensions:</p> <ul style="list-style-type: none"> (a) Broadcast: Use in TV, film or streaming; (b) Commercial Exploitation: Use as products (e.g. alphabets, stamps); (c) Custom Branding: Modify for logos or other brand elements; (d) eBook: Embed in digital publications; (e) Enterprise: Use across multiple companies; (f) Interactive Apps: Apps where users can type/save or export text; (g) Out-of-Home Advertising: Use in public-facing or paid media, including but not limited to billboards, posters, digital screens, and paid print advertisements such as magazines, newspapers, and other paid placements with public distribution; (h) Retail and Point-of-Sale: Signage or in shops; (i) Software and Hardware: Embed in devices/OS. <p>18.3 The Licence Extension is subject to specific terms and conditions, provided to Licensee by APFEL upon written request. The Licensee shall purchase the appropriate Licence Extension directly from APFEL, through contacting s@appracticeforeverydaylife.com.</p> <p>18.4 Types of usage not expressed in the EULA, or use for future technologies yet to be invented, may be subject to additional Licence Extensions. This also applies to Licensees with a Font licence that predates such requirement, who wish to use the Font for such purposes.</p>

For Desktop-Font licence, the following terms and conditions additionally apply:

1	USERS	<p>1.1 Subject to the terms and conditions of the EULA and this Appendix and receipt of the Licence Fees payment, APFEL grants the Licensee a non-exclusive, non-transferable, non-assignable licence to install and use the Desktop-Font on a certain number of devices (portable or non-portable) within the Licensee's Organisation, as set forth on the Sales Receipt, for the Licensee's internal business purposes only. The Desktop-Font is provided in the .OTF (OpenType-CFF) file format only.</p> <p>1.2 The storage and installation of the Desktop-Font on non-portable devices is restricted to the specific geographic location (specified by postcode), as set forth on the Sales Receipt.</p>
2	PERMISSIONS	<p>2.1 The Licensee may:</p> <p>2.1.1 use the Desktop-Font in desktop publishing software to design, produce and edit printable and digital assets, and/or print and/or display such documents or products on output devices, for the Licensee's business purposes;</p> <p>2.1.2 use the Desktop-Font to publish printed text media, including, but not limited to, logos, business cards, letterheads, print correspondence, books, brochures, periodicals and flyers, excluding paid advertising placements, which are subject to a Licence Extension;</p> <p>2.1.3 use the Desktop-Font in the creation of static or moving images, e.g. GIF, MP4, or rasterised website images, provided that the Desktop-Font is not embedded in any way whatsoever;</p> <p>2.1.4 embed the Desktop-Font into PDFs distributed in a secure format that does not permit the extraction of the embedded Desktop-Font and provided that the Desktop-Font is not accessible in any way whatsoever and that the PDF document(s) is not editable, e.g. file is set to 'read-only' mode by Licensee;</p> <p>2.1.5 convert the Desktop-Font into outline paths or pixels (e.g. in Adobe Illustrator) and create outline artworks based on the Desktop-Font, without any modification of the typeface's design.</p>
3	RESTRICTIONS	<p>3.1 The Licensee shall not use the Desktop-Font:</p> <p>(a) to render live text via the @font-face CSS declaration, or any other dynamic online;</p> <p>(b) on a website in any form;</p> <p>(c) for linking, inclusion or embedding within a software, including, but not limited to, a video game and application;</p> <p>(d) in an environment or software where a user can use, save and/or export the Desktop-Font for text composition or editing or in a file that the environment saves;</p> <p>(e) in an editable PDF document;</p> <p>(f) in electronic publications such as an e-book or digital periodical;</p> <p>(g) as part of broadcasting video or film.</p> <p>3.2 For the avoidance of doubt, if the Licensee uses the Desktop-Font in a desktop publishing software for the design of a website, the Licensee is obliged to purchase a Desktop-Font for use within the desktop design program on the device and Web-Font for the embedding of the file in an online environment.</p>
4	TRANSFER	<p>4.1 The Licensee may embed the Desktop-Font in an electronic document solely for print and view and provide such electronic document to commercial printers, pre-press or other service companies for printing only. The Licensee may embed the Desktop-Font in other software files, such as PDF, but the Licensee shall embed the Desktop-Font in such a way that the Desktop-Font cannot be extracted from the files created by a third party.</p>

- 4.2 The Licensee shall inform any such commercial printer, pre-press or service company about the content and restrictions of the EULA and this Desktop-Font licence agreement. After production, the service company must delete all copies of the Desktop-Font, and the Licensee shall take all reasonable steps to ensure this occurs.
- 4.3 If active use of the Desktop-Font is required by the commercial printers, pre-press or other service companies (e.g. for text corrections) on behalf of the Licensee, a separate licence shall be purchased directly from APFEL.

For Web-Font licence, the following terms and conditions additionally apply:

1	<p>DOMAIN AND SELF-HOSTING</p> <p>1.1 Subject to the terms and conditions of the EULA and this Appendix and receipt of the Licence Fees payment, APFEL grants the Licensee a non-exclusive, non-transferable, non-assignable licence to use the Web-Font for dynamic online rendering on the websites owned or controlled by the Licensee in the provided .WOFF and .WOFF2 font format only.</p> <p>1.2 The Licensee may use the Web-Font on a single top-level web domain at one time (e.g. <code>apracticeforeverydaylife.com</code>), as set forth on the Sales Receipt, and shall include the Web-Font via the <code>@font-face</code> selector in CSS files. The Licensee may use the Web-Font on any number of sub-domains (e.g. <code>shop.apracticeforeverydaylife.com</code>).</p> <p>1.3 The Licensee shall acquire additional licence(s) to use the Web-Font on any additional top-level domains or second-level domains (e.g. <code>apracticeforeverydaylife.co.uk</code> or <code>APFEL.com</code>).</p> <p>1.4 The Licensee may use the Web-Font for production and development, staging sites and development sites made by the Licensee, but for only a singular website. The use of the Web-Font in a staging site and development site made by a third party, e.g. a web developer, requires a separate licence which must be acquired directly from APFEL.</p> <p>1.5 The Licensee shall self-host the Web-Font, i.e. place the Web-Font on a server owned by the Licensee, not a third party.</p> <p>1.6 The Licensee may use the Web-Font in HTML5 advertisements. The Licensee shall store the Web-Font together with all other advertisement content on the same server owned by the Licensee.</p>
2	<p>PAGE VIEWS</p> <p>2.1 The Web-Font licence is limited to the maximum number of page views specified on the Sales Receipt.</p> <p>2.2 The Licensee shall maintain accurate and complete records of the number of monthly page views by using a widely recognised reputable analytics tool in order to measure the monthly traffic of its website in page views.</p> <p>2.3 APFEL may request copies of the records referred to in clause 2.2 of this Appendix, to verify that the number of page views per month is below the maximum limit specified in the Sales Receipt. The Licensee shall provide such copies of the records to APFEL within 10 (ten) working days upon first request.</p> <p>2.4 If the number of monthly page views exceeds the specified number in the Sales Receipt for more than 3 (three) consecutive months, the Licensee shall purchase an upgraded licence within the next calendar month. The Licensee shall pay APFEL the Licence Fee for an upgraded licence within 7 (seven) working days upon issue of invoice.</p>
3	<p>RESTRICTIONS</p> <p>3.1 The Licensee shall not use the Web-Font:</p> <ul style="list-style-type: none"> (a) in a desktop publishing software to design, produce and edit printable and digital assets, and/or print and/or display such documents or products on output devices; (b) for linking, inclusion or embedding within a software, including, but not limited to, a video game and application; (c) in an environment or software where a user can use, save and/or export the Web-Font for text composition or editing or in a file that the environment saves; (d) in electronic publications such as an e-book or digital periodical; (e) to create bitmap or vector images, or static or moving images, e.g. GIF, MP4; (f) to convert the Web-Font into other formats or use the Web-Font in connection with other transmitting techniques, including outline artworks.

- 3.2 For the avoidance of doubt, if the Licensee uses the Font in a desktop publishing software for the design of a website, the Licensee shall purchase a Desktop-Font for use within the desktop design program on the device and Web-Font for the embedding of the file in an online environment.
- 3.3 The Licensee shall purchase an additional Desktop-Font licence if the website produces documents.

For App-Font licence, the following terms and conditions additionally apply:

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| 1 | USAGE | <p>1.1 Subject to the terms and conditions of the EULA and this Appendix and receipt of the Licence Fees payment, APFEL grants the Licensee a non-exclusive, non-transferable, non-assignable licence to use the App-Font in connection with the Application specified in the Sales Receipt, in a secure manner which does not allow an end user to access the App-Font outside of the Application. The App-Font is provided in .TTF (OpenType-TT) file format only. The Licensee may install the App-Font on a self-hosting server, embed it in the Application and use it for displaying and styling text within the Application.</p> <p>1.2 The Licensee may use the App-Font in all versions of the Application for alternate mobile and desktop operating systems (e.g. iOS, Android, Mac OS) and the respective updates of the Application. The Licensee shall acquire additional or separate licence(s) for the use of the App-Font in both mobile and desktop operating systems and/or for the use of the App-Font in derived Application, sequels, new releases or re-launches (desktop or mobile).</p> <p>1.3 The licence is limited to the maximum number of downloads/installations, across every operating system, specified on the Sales Receipt.</p> <p>1.4 The Licensee shall maintain accurate and complete records of the number of downloads/installations of the Application, across every operating system. APFEL may request copies of such records to verify that the amount of downloads/installations is below the maximum limit specified in the Sales Receipt. The Licensee must provide copies of such records to APFEL within 10 (ten) working days upon first request.</p> <p>1.5 If the number of downloads/installations, across every operating system, exceeds the maximum amount specified in the Sales Receipt by 10 (ten) percent, the Licensee shall purchase an upgraded licence within the next calendar month. The Licensee shall pay APFEL the Licence Fee for an upgraded licence within 7 (seven) working days upon issue of invoice.</p> |
| 2 | RESTRICTIONS | <p>2.1 The Licensee shall not use the App-Font:</p> <ul style="list-style-type: none"> (a) in a desktop publishing software to design, produce and edit printable and digital assets, and/or print and/or display such documents or products on output; (b) on websites in any form; (c) in an environment or software where a user can use, save and/or export the App-Font for text composition or editing or in a file that the environment saves; (d) in electronic publications such as an e-book or digital periodical; (e) to create bitmap or vector images, or static or moving images, e.g. GIF, MP4; (f) to convert the App-Font into other formats or use the App-Font in connection with other transmitting techniques, including outline artworks; (g) to create electronic documents and/or digital files that the Licensee may embed into the Application; (h) in any Application that allows the generation of outputs such as PDFs, word processing documents, spreadsheets, labelled photos, static images, advertisements or other documents or data files; (i) in an Application software considered a plugin or theme or skin. <p>2.2 For the avoidance of doubt, if the Licensee uses the App-Font in a desktop publishing software for the design of an Application, the Licensee shall purchase a Desktop-Font licence for use within the desktop design program on the device and an App-Font licence for the embedding of the file in an Application.</p> <p>2.3 The Licensee shall install the App-Font into the Application in a secure manner, and such that the App-Font is not accessible by the Application's user in any form outside of the Application.</p> |