

**Fontsmith**  
**Digital Licence**  
**Web Font – Self Hosted**

**BY CLICKING ON THE "ACCEPT" BUTTON (IF ORDERING ONLINE) AND/OR BY CONTINUING TO ACCESS OUR SERVICE AND USE OUR FONT AND/OR RETURNING YOUR ACCEPTANCE (IF ORDERING VIA ANY OTHER MEANS) YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST DISCONTINUE THE ORDER PROCESS NOW. WHERE YOU ARE USING THIS SERVICE ON BEHALF OF A BUSINESS, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER THIS CONTRACT ON BEHALF OF YOUR COMPANY (OR OTHER LEGAL ENTITY).**

**What is the Web Licence?**

This Web Licence allows you to use our fonts on your website where you host the font on your own server. The Web Licence allows a specific number of views of the Website per month.

This Web Licence is best for those that wish to be in control of all the Websites assets and therefore do not rely on third party servers.

We charge a one off fee with no subscriptions.

**Things included:**

- 50,000 Website page views per month
- 500,000 Website page views per month
- up to 5 million Website page views per month
- or up to 30 million Website page views per month
- (for Unlimited page views, please contact us)

**Things not included:**

- You cannot embed in any documents, applications or devices other than what you've licensed for.
- You cannot use the fonts for other services that are rendering the fonts, such as pre-press.
- Manufactures/developers who want to include our fonts within their software product or service must contact us for a separate licence.

**1. Orders and Licence Parameters**

- 1.1 This agreement shall come into force when you [tick the box/click accept] if purchasing online, or upon your acceptance of an offer we make to you, or if you continue to engage Fontsmith following receipt of these terms. Our agreement shall continue in accordance with these terms and conditions.
- 1.2 Subject to you purchasing the Web Licence in accordance with the terms and conditions of this agreement, Fontsmith hereby grants you a non-exclusive, non-transferable right to install and use the Font Software (meaning software or instructions in WOFF, EOT and SVG formats which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments including all bitmap representations of typeface and typographic designs and ornaments created by or derived from the software) on your Server (being a server you own and on which assets for the Website are held) for use on the Website (being

the website you inform Fontsmith of as part of the order process) only. The usage is permitted up to the limit of the Web Licence you have purchased in relation to the total number of Website views per month.

- 1.3 On request from Fontsmith you shall promptly provide written documentation confirming your use of the Font Software and which Websites it is embedded within. You will also make available such analytics data as to satisfy Fontsmith as to the number of Website views that occur within any time period.
- 1.4 You hereby permit Fontsmith access to audit your use of the Font Software in order to establish the data requested in accordance with Clause 1.3. Such audit may be conducted no more than once per quarter, at Fontsmith's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business.
- 1.5 If any of the audits referred to in Clause 1.4 reveal that you have underpaid fees to Fontsmith (because the Website views exceed the licence parameters), then without prejudice to Fontsmith's other rights, you shall pay to Fontsmith an amount equal to such underpayment as calculated in accordance with the Fontsmith's current up to date price list as in force from time to time within 10 business days of the date of the relevant audit.
- 1.6 You shall not:
  - 1.6.1. use the Font Software for any purpose other than on the Website;
  - 1.6.2. embed the Font Software into any mobile application;
  - 1.6.3. use the Font Software for any print purposes.

## **2. Extension to Web Licence**

- 2.1. Subject to Clause 2.2 and 2.3, you may, from time to time purchase an extension to the Web Licence and Fontsmith shall extend the licence granted in accordance with Clause 1 to such additional page views in accordance with the provisions of this agreement.
- 2.2. If you to purchase an extension to the Web Licence, you shall notify Fontsmith in writing. Fontsmith shall evaluate such request for the additional Web Licence and respond with approval or rejection of the request and set out to you what additional fees will be due.
- 2.3. If Fontsmith approves your request to purchase an extension to the Web Licence, you shall, within 14 days of the date of Fontsmith's invoice, pay to Fontsmith the relevant fees for such extension of the Web Licence as set out in accordance with Clause 2.2.

## **3. Fees and Payment**

- 3.1. Any rights or licence granted to you under this agreement is in consideration of, and subject to, you paying the fees in full to Fontsmith for the required 'Web Licence' calculated in accordance with the information provided during this order process of which acceptance of this agreement is a necessity. Prior to confirming your order, Fontsmith shall set out the fees.
- 3.2. You will pay our invoices within 14 days of the invoice date or as part of the order process as applicable. Payment must be made in full to our bank account stated on our invoice.
- 3.3. Where applicable, if for any reason you are late paying any invoice, we may decide to charge you compounding interest at a rate of 3% above the base rate of HSBC (UK). Whilst there are any outstanding invoices, we may suspend any licence granted in relation to the Font Software.
- 3.4. If this agreement terminates for any reason, all amounts due to us shall become immediately payable. This is without prejudice to any other right of ours to claim interest under the law or under this agreement.

**4. Other Terms**

- 4.1. This agreement incorporates by reference all of the terms and Standard Conditions of Sale that can be seen on our website which you hereby confirm you have read and agree to as part of this agreement. If you would like a hard copy of these, please request them from Fontsmith.