

# END USER LICENCE AGREEMENT (EULA) SELFHOSTING WEBFONT LICENCE

By accessing our services and/or downloading or using our Font Software from our website (or any third party website from where our Font Software may be accessed), you agree to be bound by the terms of this agreement ("Agreement"). By downloading and/or using our Font Software, whether on behalf of yourself or a business, you warrant and represent to us that you have full authority to enter into this Agreement on behalf of that entity (and to legally bind that entity to the terms of this Agreement).

PLEASE NOTE: This Agreement incorporates by reference all of the terms set out in our "EULA Additional Terms" that can be found here: [www.milieugrotesque.com/downloads](http://www.milieugrotesque.com/downloads). By ticking the box during the order process, you confirm you have read and agree to those terms as part of this licence agreement.

If you do not agree to the terms of this Agreement, you must not use our Font Software.

## What is This Licence?

This Webfont Licence allows your use of the Font Software on your Website where you host the Font Software on your own server (or third party server as permitted in accordance with these terms) for up to a specific number of Page Views. In case of direct contradiction between the terms of this Agreement and the Sales Receipt, the terms and conditions of this Agreement shall prevail.

## Key Definitions:

The following key definitions will apply to this Agreement:

"Font Software" 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;

"Page Views" means the number of requests to load a single page on the Website received per calendar month;

"Sales Receipt" means the sales receipt containing key details of the Font Software, Page Views and Website to which this Agreement relates, as issued by us to you following you entering into this Agreement;

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

"URL" means Uniform Resource Locator; and

"Website" means the 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 subdomains and subpages of the URL) owned or controlled by you as set out in the Sales Receipt but does not include additional top-level domains or any second-level domains.

## 1. Scope of Licence

### 1.1 Webfont Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you a worldwide, non-exclusive, non-transferable, perpetual licence to use the Font Software on the Website by installing the Font Software on a server and/or Content Distribution Network (CDN) via the [css@font-face](mailto:css@font-face) declaration in the provided Web Open Font Format (WOFF and WOFF2), up to the maximum traffic calculated by the agreed Page Views Per Month. Other formats (e.g. EOT, TTF, etc.) may be available upon written request and subject to the payment of additional licence fees.

### 1.2 Measuring Page Views

By downloading and/or using our Font Software, you undertake to us:

- that, as far as you are aware, the total traffic to the Website measured by Page Views shall not exceed the amount specified in the Sales Receipt per calendar month;
- to proactively monitor the total Page Views at all times;
- to provide to us within 10 working days of our written request complete, accurate and up-to-date data regarding the number of Page Views requested;
- to not remove, amend or modify any font information (including, without limitation, metadata) or file name of the Font Software;
- not to rename or otherwise identify the Font Software in any way other than by the original Font Software name in any CSS file.

In the event that the number of Page Views exceeds the amount of Page Views specified in the Sales Receipt in any given calendar month, you acknowledge and agree that it will be necessary to purchase an additional licence to account for the increased number of Page Views. In the event that you do not purchase such a licence on reasonable request, we reserve the right to immediately terminate this licence.

### 1.3 Restrictions

By downloading and/or using our Font Software, you undertake to us:

- ensure the Font Software is not embedded and otherwise used in connection with games, plugins, templates, skins or themes, apps or websites enabling custom typesetting, or apps that enable saving and/or export of the Font Software or any part of it
- to use the Font Software only as expressly set out in this Agreement;
- to use the Font Software only for your business purposes and not on behalf of any third party;
- not to sublicense the Font to any party (including any entity controlled or owned by you, or which controls or owns you, or any other third party consultants, agents, subcontractors, or otherwise);

- not to use the Font Software 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 Software files other than for the purpose of viewing the Website;
- not to allow any third party (including third party website hosting providers) or website (other than the Website) to access the Font Software (and shall action and implement such technical measures and precautions necessary to prevent the same);
- not to use the Font Software on or incorporated into any website including the Website other than via CSS rule via @font-face;
- not to allow or permit the Font Software to be used in any way that is editable, including any forms, or text fields that may be completed, created or edited by visitors to the Website;
- not to create logos, trade marks or other service marks using the Font Software;
- not to modify, adapt, translate, reverse engineer, change the file format, decompile, disassemble, alter, or attempt to discover the source code of the Font Software;
- not to embed the Font Software into any mobile or computer application (a separate licence is available for this from our website(s) on written request); and/or
- not to supply the Font Software to any third party not expressly permitted by these terms.

This Agreement does not allow hotlinking or directory listing. You must not convert the Font Software into any other format or use the Font Software in connection with any other transmitting techniques.

## 2. Usage Beyond the Scope of this Licence

Any of the following uses of the Font Software are beyond the scope of this Agreement and will require an additional licence to be purchased:

- to produce digital documents and/or digital products
- to display typefaces on a printer or other output device;
- copying, alteration, modification, combining, converting, renting, sublicensing, merging, transferring or distributing the Font Software;
- use in e-books;
- use in mobile apps (applications that can be installed on mobile operating systems);
- in any design software that allow to install WOFF files (e.g. Figma, Sketch etc.);
- use in connection with moving images (such as videos, promotional clips, GIFs, and any other moving images), including where the Font Software is used to display the typeface in any title, subtitles, or other written text relating to the same;
- in connection with broadcasting, transmitting, streaming or airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- use as a logo or trade mark (whether registered or unregistered);
- embedding of the Font Software within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmission of the Font Software to third parties via the Internet;
- use on products you sell (including as or within software products);
- transmitting the Font Software to third parties via the internet or otherwise;
- use on or in documents or material that are to be made available via social media channels.

Please visit our website or contact us via [contact@milieugrotesque.com](mailto:contact@milieugrotesque.com) with specific information on such projects for more information and/or a price quote.

## 3. Back-up

You may make and use back-up copies of the Font Software for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font Software must contain the same copyright, trade mark, and other proprietary information as the originals.

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Find additional information here [www.milieugrotesque.com/info/](http://www.milieugrotesque.com/info/)

If you have any questions about this licence or our Font Software, please do not hesitate to contact us via [contact@milieugrotesque.com](mailto:contact@milieugrotesque.com). We will be happy to assist you with support and advice.