



Application License

This license is required when embedding the font file within the code of a mobile application developed for iOS, Android, Windows or other mobile operating system. This license is issued annually and covers apps up to a set amount of registered users. This amount can be adjusted during the duration of the license.

§A: The Parties

§B: General Terms

§C: App EULA Terms

§D: Definitions

§E: Contact

SECTION A: THE PARTIES

This agreement is between you, the user, (“You” or the “Licensee”)

AND

Font Club Belgica (a partnership of *TypeMyType* and *Studio Dries Wiewauters*)

TypeMyType (BE0842.623.360)

Studio Dries Wiewauters (BE0843.790.924)

who are registered at:

Halvemaanstraat 40
9040 Sint-Amandsberg
Ghent
Belgium

Emiel Maeyensstraat 25
9040 Sint-Amandsberg
Ghent
Belgium

By downloading and installing the Font Software distributed by Font Club Belgica, you automatically agree and are bound under jurisdiction and courts of Belgium to the terms below:

§A: The Parties

§B: General Terms

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SECTION B: GENERAL TERMS

B-01 → ACKNOWLEDGEMENT

You acknowledge that you have thoroughly read and understood all the terms of this agreement. This document supersedes any prior agreements, whether oral or written, between Font Club Belgica and the Licensee. No changes to this agreement will be accepted unless expressly made in writing by Font Club Belgica.

Font Club Belgica reserves the right to modify or amend this agreement, or the End User License

Agreement (EULA), at any time and without prior notice.

B-02 → IP OWNERSHIP

You acknowledge that the Font Software, along with any other intellectual property or documents licensed under this EULA (Licensed IP), are the property of Font Club Belgica and their licensors. This EULA does not transfer ownership of any intellectual property rights to the Licensee. You acknowledge that you have no rights to the Licensed IP, except for the right to use them as permitted under this EULA.

You acknowledge that you do not have the right to access the Licensed IP provided under this EULA in source code form.

B-03 → NO LEASE, SUBLICENSING, ETC

The Licensee may NOT sell, lease, sublicense, or otherwise transfer or assign any rights, duties, or obligations under this agreement, in whole or in part, to any person or third party, including but not limited to, through a merger. Any breach of this provision will result in the immediate termination of the EULA, requiring you to delete all copies and destroy all materials (in any form, digital or physical) containing the materials or rights licensed under this EULA, including the Licensed IP.

Font Club Belgica licenses the Licensed IP for internal use by the Licensee's business only. The Licensee agrees not to use the Licensed IP for any resale purposes.

B-04 → FEES

Upon receipt of the full payment of the applicable license fee by Font Club Belgica, you will become a licensed user. The fees do not include any gross receipts, excise, import, export, value-added, or similar taxes. The Licensee is responsible for paying any applicable or additional fees and costs beyond the license fee.

B-05 → NO MODIFICATIONS

Renaming, adapting, modifying characteristics, creating derivative works, reverse engineering, disassembling, decompiling, or altering the font format of the supplied variant or Licensed IP is strictly prohibited. You also agree not to transmit any electronic documents or software to any party intending to edit, transform, alter, enhance, merge, combine, or otherwise modify or remove the Licensed IP from any document. All modifications to the Licensed IP are strictly prohibited and may only be made by Font Club Belgica. Please contact Font Club Belgica directly to discuss any specific requirements.

B-06 → REFUNDS

Font Club Belgica does not provide refunds; all sales are final. Refunds may only be considered if the files are proven to be defective, following a thorough period of technical support and evaluation.

B-07 → LICENSE NON-TRANSFERABLE

All licenses are non-transferable and are granted solely to the named Licensee upon entering into this EULA. You may not transfer or sublicense the license or the associated Licensed IP to any other parties, clients, affiliates, entities, or collaborators.

Any additional parties using the Licensed IP must obtain their own appropriate license before installing or using the Licensed IP.

Font Club Belgica permits users to purchase a license to use the Licensed IP on behalf of clients, collaborators, businesses, and affiliates. However, each entity must have its own license, in accordance with the required usage and licensing tiers.

B-08 → A SINGULAR ORGANISATION

The license is granted for use by a single organization, entity, person, or individual. Multi-user licenses can be used across multiple locations, provided that all users are employed by the same organization, company, or entity.

The license is valid for only 1 (one) company, for example a Limited (LTD), Inc GmbH, PTY, PLC, CIA, Corp., LLC, S.A., ApS, ASA or equivalent recognised company title / suffix within your relevant jurisdiction.

B-09 → VIRUSES

While Font Club Belgica has taken reasonable measures to ensure that the Licensed IP is free from viruses or malware, Font Club Belgica accepts no responsibility for any damage to the user's hardware, software, or loss of income that may result. Installation of the Licensed IP is carried out at the Licensee's own risk, and Font Club Belgica will not be held liable for any such issues.

The Licensee acknowledges that the Licensed IP has not been developed to address the Licensee's specific needs or requirements, including but not limited to cyber-security needs. It is the Licensee's responsibility to ensure that the Licensed IP meets their particular requirements.

B-10 → LICENSE RESTRICTIONS

It is the sole responsibility of the designated Licensee to communicate all license restrictions, extents, and limitations within their organization, entity, or business. This includes documenting and informing relevant parties about limitations on the number of employees, users, page views per month, weights and styles, and the duration of the license.

B-11 → JURISDICTION

This agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of Belgium, without regard to its conflicts of law provisions. The courts located in Belgium shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of

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or relating to this agreement (including non-contractual disputes or claims). Each party hereby consents to the jurisdiction of such courts and agrees NOT to assert the defenses of lack of personal jurisdiction, improper venue or forum non conveniens in any such action brought under such court.

B-12 → MAJOR BREACH OF LICENSE

A material breach of any of these terms will entitle Font Club Belgica to terminate the EULA immediately upon notice. In such a case, Font Club Belgica will revoke the license for the Licensed IP without providing a refund. Following termination, you must destroy all copies of the Licensed IP, including backup or archival copies stored on external media (e.g., an external hard drive used for backups) including the materials in which the licensed IP was used, included and/or outlined.

If you continue to use the Licensed IP after receiving notice of termination, you will be required to pay a factor of the full license fees (in EURO € chosen at the discretion of Font Club Belgica) for its continued use on a per diem basis with compound interest.

You must pay the required sums within 7 (seven) days and provide any information requested by Font Club Belgica, including but not limited to Google Analytics data on page views per month, application (iOS, Android, and other platforms) downloads, and the number of users utilizing the Licensed IP on computers and/or devices.

Font Club Belgica reserves the right to charge for time, expenses, and legal work undertaken as it deems appropriate.

B-13 → MINOR BREACH OF LICENSE

When purchasing a license for the Licensed IP, Font Club Belgica relies on the Licensee to accurately report their usage details (such as the number of computers on which the software is installed, page views per month, or application downloads) and to purchase the appropriate license based on their actual usage requirements.

The Licensee must ensure that they do not exceed the tiers and limitations specified in the license for the Licensed IP. If the Licensee anticipates breaching these tiers and limitations, they should proactively purchase an upgraded license from Font Club

Belgica. This can be arranged by contacting Font Club Belgica directly.

Font Club Belgica may occasionally contact companies or brands that are suspected of exceeding the specified quotas. We reserve the right to do so as part of our commitment to safeguarding our intellectual property assets.

If it is determined that the Licensee has breached the usage quotas specified in their license, the Licensee agrees to rectify the breach by purchasing the appropriate license within 7 (seven) days of receiving written notice via email or post.

If the breach is not corrected, Font Club Belgica reserves the right to terminate the rights granted under this EULA. The Licensee will then be required to ensure that all materials (print, digital, application, broadcasting, physical) in their possession or control are destroyed within 14 (fourteen) days.

B-14 → WARRANTY

Font Club Belgica warrants that the Licensed IP will function correctly for 30 (thirty) days after purchase. This warranty does not apply if the defect results from unauthorized modifications by the Licensee or from a breach of this EULA by the Licensee.

While the Licensed IP is designed to ensure high compatibility with external software, Font Club Belgica cannot guarantee compliance or ongoing compatibility with external hardware and software from other manufacturers.

Font Club Belgica cannot guarantee that the Licensed IP is error-free and accepts no responsibility or liability for any errors in the Licensed IP licensed or distributed by Font Club Belgica. Please ensure that you are using the latest versions of our Licensed IP, downloaded from official channels.

B-15 → PROOF OF LICENSING

Font Club Belgica reserves the right to request a copy or proof of this license at any time. Please ensure you retain copies of all receipts (such as the purchase email automatically generated upon transaction completion) for the licenses you have purchased.

B-16 → VAT CVALUE ADDED TAX

Font Club Belgica, TypeMyType, and Studio Dries Wiewauters are VAT-registered in Belgium. If you are located in Belgium, the prevailing VAT rate will be applied to all applicable purchases. If you are within the European Union and provide a valid VAT number on our e-commerce platform or present it for manual invoicing and bank transfer, you can avoid the VAT charge. If you do not have a VAT number and are within the EU, the prevailing VAT rate for your location will be applied. For purchases made outside the EU, VAT will not be charged.

Please contact us if you have any questions related to VAT or tax.

B-17 → PURCHASING CURRENCY

As a European-registered limited company, Font Club Belgica operates in euros (€ EUR). All transactions through our e-commerce platform will be conducted in this currency.

B-18 → USAGE OF THE WORD «INCLUDING»

The term 'worldwide' used throughout this agreement does not limit the binding nature of the agreement to the listed mediums or usages, nor to the set limitations defined herein. The scope and application are at the discretion of Font Club Belgica.

B-19 → LIMITATION OF LIABILITY

Font Club Belgica shall not be liable under any circumstances for any losses suffered by the Licensee, or any person claiming through the Licensee, whether arising in contract, tort (including negligence), or otherwise, including but not limited to the following categories:

- Loss of profits;
- Loss of anticipated savings;
- Loss of business opportunity;
- Loss of goodwill;
- Loss or corruption of data;
- Loss of use (in each case whether direct or indirect);

- Special, indirect, incidental or consequential loss or damages, even if Font Club Belgica were aware of the circumstances

The total liability of Font Club Belgica, whether arising in contract, warranty, tort (including negligence), product liability, or any other form of liability in connection with this Agreement or any related agreements, including the use or inability to use the Licensed IP, shall not exceed the total Fees paid under the EULA during the twelve (12) months immediately preceding the claim.

The Licensee agrees that, in entering into this EULA, they did not rely on any representations, whether written or oral, from any person other than those expressly set out in this EULA. If the Licensee did rely on any such representations not expressly included in this EULA, they acknowledge that they have no remedy for such representations, and Font Club Belgica shall not be liable for any circumstances other than those outlined in this EULA.

These exclusions apply to the fullest extent permitted by law. However, Font Club Belgica does not exclude liability for:

- Death or personal injury caused by negligence of Font Club Belgica, its officers, employees, contractors, or agents;
- Fraud or fraudulent misrepresentation;
- Any other liability that cannot be excluded by law.

B-20 → AUTHORIZED TOOLS

All outputs rendered, in any format, from Authorized Tools—including derivatives, adaptations, and modifications of the font software, in whole or in part—will remain fully subject to the License

Agreements applicable to your use of the Licensed IP.

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SECTION C: APP EULA TERMS

C-01 → LICENSE FOR ONE APP OR E-BOOK

Each Application License permits the use of the Font Software in one (1) native application, which can be utilized across multiple platforms, such as iOS, Desktop, and Android, under a single license. This license also covers use within one (1) Electronic-Book (E-Book) (commercially or non-commercially distributed) or paid PDF. If the application, e-book, or paid PDF is deprecated, the Application License cannot be exchanged, refunded, transferred, or loaned to any other application, e-book, or paid PDF.

C-02 → LICENSE MEASUREMENT

Each Application License permits the Licensee to use the Font Software in one (1) application, e-book, or paid PDF across all devices (e.g., handheld phones, tablet computers, desktop computers, or laptops) over the entire lifespan of the application (from launch to deprecation). The license is based upon the company size and the number of continents where the application will be available. Note that social media platforms (such as Instagram, YouTube, Pinterest, Twitter, and Vimeo) are excluded from this license; social media usage falls under the Desktop License.

For the purposes of this Agreement, “Company Size” refers to the total number of individuals employed by the Licensee, including all full-time, part-time, temporary, and contract employees across all departments and business functions. This includes, but is not limited to, employees in design, marketing, legal, accounting, production, human resources, sales, and administration.

“Company Size” also encompasses any affiliated entities, including subsidiaries, parent companies, and any other businesses under common ownership or control of the Licensee. Additionally, any external collaborators, such as freelancers, independent contractors, consultants, or agencies who perform work on behalf of the Licensee and require access to or use of the licensed materials, are considered part of the Company Size for the purpose of licensing compliance.

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The Licensee is responsible for accurately reporting and maintaining compliance with this definition, ensuring that all individuals who access or use the licensed materials are properly accounted for under the applicable license tier.

C-03 → SUPPLIED FILE FORMATS

The Font Software supplied in .OTF format may NOT be used to create bitmap, vector, or rasterized images in formats such as .JPG, .PNG, or .GIF, nor can it be embedded via the @font-face CSS rule on a website or web-based environment.

C-04 → SUPPLIED FILE NAMING

Application fonts are supplied in the following format:

— *fontname-fontweight.xxx*

The Licensee agrees NOT to alter this file naming structure. The naming schema uses kebab-case and CamelCase with each weight/style capitalized. The suffix should remain unchanged, and CamelCasing may only be removed if absolutely necessary.

Examples:

— *FCNib-regularitalic.OTF*

— *FCNib-RegularItalic.OTF*

C-05 → FONT SOFTWARE PROTECTION

As a Licensee, you must take reasonable measures to protect the Licensed Font Software from hotlinking, re-serving, or access by unlicensed parties, crawlers, or automated scripts.

C-06 → PERPETUAL TERM

The Application License is perpetual. Applications, e-books, and paid PDF downloads must remain within their licensed tiers to remain active.

C-07 → EMBEDDING IN ANY OTHER SOFTWARE

Embedding the Licensed Font Software in other software or devices, beyond the specified usage within this license for native application embedding, is not permitted and requires a separate License Agreement based on the medium and usage.

SECTION D: DEFINITIONS

D-01 → CAMEL CASING

A typographical convention where the initial letter of the second element in a closed compound word is capitalized.

Example: *CamelCasing*

D-02 → DOWNLOADS

Unique individual requests to save an application incorporating Licensed Font Software to a device from a website or platform.

D-03 → EMBEDDING

The integration of Font Software within another software application.

Example: *A web browser, an application.*

D-04 → END USER

The individual who utilizes the Font Software.

D-05 → EULA CEND USER LICENSE

AGREEMENT

This End User License
Agreement.

D-06 → EXTERNAL AFFILIATES / COMPANIES / AGENCIES

All companies, agencies, individuals, entities, or external contractors that are not employees of the licensed company and are registered as separate entities not within the licensed company.

D-07 → @FONT-FACE

A CSS rule that allows Font Software to be downloaded from a web server to render a web page.

D-08 → FONT SOFTWARE

Font Software refers to the software or instructions licensed under this EULA that, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. It includes the typeface, typographic designs, bitmap representations created by or derived from the Font Software, and all related upgrades, updates, modifications, copies, and documentation.

D-09 → FOREX

Also known as foreign exchange, FX, or currency trading, Forex is a decentralized global market where world currencies are traded.

D-10 → KEBAB-CASING

Text formatted in all lowercase with hyphens separating words.

Example: *looks-like-this*

D-11 → PAGE VIEWS

A single instance of an Internet user visiting a particular page on a website.

D-13 → PERPETUAL

Indefinite duration.

D-14 → RASTERIZED FONT SOFTWARE

The process of converting text from a vector format (such as TrueType or OpenType fonts) to a raster or bitmap format.

D-15 → SUBDOMAIN

An Internet domain that is part of a primary domain.

Example: *http://beta.web.com*

D-16 → SELF-HOSTING

The practice of uploading Font Software to a web server controlled by the licensing party to serve a website.

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D-17 → STANDARD C‘STD’J AND PROFESSIONAL C‘PRO’J

Abbreviations for our Standard (‘STD’) and Professional (‘PRO’) versions of Font Software. Details of the variations in content, features, and language support are available on our website.

D-18 → TERMS

This EULA is effective from the date both parties enter into the agreement and all fees have been paid, and will continue indefinitely unless terminated in accordance with the terms of this EULA.

D-19 → TRANSACTION DATE

The date on which a trade between Font Club Belgica and the Licensee occurs, and the financial amount is transferred to the nominated AS & EH Partnership bank account or e-commerce payment method. This date marks the official start of the license.

D-20 → AUTHORIZED TOOLS

Software programs developed, maintained, and distributed through official Font Club Belgica channels that may adapt, manipulate, modify, or change the font software from its full, complete versions.

D-21 → OFFICIAL CHANNELS

Any direct and certified delivery of Font Software by Font Club Belgica, including delivery from an authorized representative, via an @fontclubbelgica.com email address, or direct download from Font Club Belgica's websites and e-commerce stores.

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SECTION E: CONTACT

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