

End User License Agreement

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

This End User License Agreement (“EULA”) is a legally binding contract between you, the entity identified as the License Owner at the time of purchase (“License Owner” or “you”), and Alex Chavot, operating under the name Apex Type Foundry (“Apex”). By purchasing, downloading, installing, or using any font software, typeface, or digital product (collectively the “Fonts”) made available by Apex, you acknowledge that you have read, understood, and agree to be bound by the terms of this EULA. If you do not agree, you may not use the Fonts.

1 Definitions

- Fonts: all digital typeface software, font files, and related data provided by Apex, in any format (OTF, WOFF2, TTF, etc.).
- License Owner: the individual, company, or organization that purchases the license and ultimately benefits from the use of the Fonts.
- Designer: the designer, studio, or creative agency commissioned by the License Owner to produce work using the Fonts. The Designer is considered a Third Party for licensing purposes and requires the “Third Party Sharing” option to be purchased at checkout.
- Third Party / Subcontractor: any external collaborator (motion designer, developer, PR agency, printer, etc.) who is not employed by the License Owner but requires access to the Fonts in the context of a project for the License Owner. This includes the Designer.
- Company Size: the total number of individuals employed by or working for the License Owner’s organization at the time of purchase, including full-time, part-time, and permanent contractors, across all subsidiaries and affiliated entities.
- Trial Fonts: evaluation versions of the Fonts provided free of charge for testing purposes only, as defined in the Trial Fonts section below.
- Brand: a distinct commercial identity operated by the License Owner. A single legal entity may operate multiple brands; each brand requires its own license. Subsidiaries and affiliated entities are considered separate brands for licensing purposes.

2 Intellectual Property

The Fonts are and remain the exclusive intellectual property of Alex Chavot / Apex Type Foundry. Their files and designs are protected under applicable copyright law and international intellectual property treaties. The purchase of a license grants you a right to use the Fonts under the terms of this EULA—it does not transfer any ownership rights to you. Any rights not explicitly granted herein are reserved by Apex.

3 Licensing Model

Apex follows a value-based licensing model: the price of a license is determined by the Company Size of the License Owner—not by the number of designers using the Fonts, nor by the size of the commissioned design agency or studio. The rationale is straightforward: the value a typeface brings to an organization grows with that organization’s size and reach.

The license must be owned by the License Owner—the entity commissioning the work and ultimately benefiting from its results. For convenience, a Designer or studio may complete the purchase on behalf of the License Owner, provided the License Owner is correctly identified at checkout as the licensing entity. In all cases, the License Owner bears full responsibility for compliance with the terms of this EULA.

If the Designer requires access to the Fonts to carry out work for the License Owner, the License Owner must purchase the “Third Party Sharing” option at checkout (see Third Party Sharing section below).

If the License Owner’s Company Size increases after purchase and falls into a higher pricing tier, the license must be upgraded accordingly. Please contact info@apexfoundry.com to arrange an upgrade. Failure to upgrade constitutes a breach of this Agreement.

4 Types of Licenses

Apex offers the following license types. Each license covers use for one company or brand. Separate licenses are required for separate brands or companies. All licenses are non-exclusive, non-transferable, and non-sublicensable.

Desktop + Print + Social

- ▶ Covers the installation of the Fonts on all of the License Owner’s designated devices to produce printed and digital assets: documents, books, packaging, merchandise, signage, portfolios, and similar deliverables. Also covers the creation and publication of content on social media platforms—including static posts, stories, reels, and motion design assets published to platforms such as Instagram, TikTok, or YouTube—for and on behalf of one company.

Web

- ▶ Permits the use of the Fonts on one web domain via the CSS @font-face method, without restriction on web traffic volume. A separate web license must be purchased for each additional domain. Only the WOFF2 files provided by Apex may be used for web embedding. Desktop formats (OTF) may not be used on the web. Self-hosting is permitted; use of third-party font hosting services is not permitted.

App + Game

- ▶ Permits the embedding of the Fonts into one digital product (mobile app, desktop app, web app, or video game). The embedding method must restrict end-user access to the font files. Regional variants and versions for different platforms (iOS, Android, etc.) are included in a single App + Game license. A separate license must be purchased for each additional app or game.

Video

- ▶ Covers the use of the Fonts in broadcast contexts for one company: feature films, television series, cinema, streaming platforms, and television advertising. This license does not cover social media content—reels, stories, and other social media motion content are covered by the Desktop + Print + Social license.

Logo + Wordmark

- ▶ Permits the use of the Fonts to create a logo or wordmark for one company. Includes the right to convert letterforms to outlines and edit those vector shapes in design software. A separate Logo + Wordmark license is required for each additional company.

Unlimited / Enterprise

- ▶ An Unlimited license bundles all license types listed above for one brand, with no restriction on Company Size. Please contact info@apexfoundry.com for a custom quote.

+ 5 Third Party Sharing

Font files may only be shared with third parties (including the commissioned Designer) if the License Owner has purchased the “Third Party Sharing” option at checkout. Without this option, no third party—including the Designer—is authorized to install or use the Fonts.

When the “Third Party Sharing” option is in place, the License Owner may share the font files with the external collaborators designated at the time of purchase. Third parties may only use the Fonts in the direct context of the License Owner’s project and for no other purpose. It is the License Owner’s responsibility to ensure that all third parties are made aware of and comply with the terms of this EULA.

A third party is defined as any individual or entity not employed by the License Owner: external designers, design agencies, developers, printers, motion studios, PR agencies, etc. The License Owner itself does not qualify as a third party.

+ 6 Trial Fonts

Apex provides free Trial Fonts to allow designers and their clients to evaluate typefaces before purchase. Trial Fonts carry their full character set, kerning, and OpenType features. Trial Fonts are strictly limited to the following uses:

- Internal testing and design exploration at the early stages of a project.
- Client presentations, mockups, and pitches—prior to project validation and publication.

Trial Fonts may not be used in any published, commercial, or publicly distributed work. If a project using Trial Fonts is published or goes into production, the License Owner must purchase the appropriate paid license immediately. Student use of Trial Fonts for academic projects is permitted; commercial use requires a paid license.

+ 7 Restrictions

The following actions are strictly prohibited:

- Using the Fonts in a political or religious context without obtaining prior written consent from Apex.
- Using the Fonts to produce, promote, or associate with content that incites or expresses hatred, violence, racism, or discrimination of any kind.
- Using the Fonts, or any design embodied in the Fonts, to train, fine-tune, or otherwise inform any artificial intelligence, machine learning, or generative model.
- Modifying, reverse engineering, decompiling, disassembling, or converting the Fonts to a different format.
- Creating new typefaces or font software derived from or based on the design of the Fonts.
- Embedding the Fonts in any product or file in a way that allows end users to extract or access the font files.
- Sharing, distributing, sublicensing, reselling, or otherwise transferring the Fonts to any third party without the Third Party Sharing option in place.
- Uploading or storing the Fonts on public servers, public cloud storage, or public repositories.

Converting text to vector outlines within design software (e.g. outlining text in Illustrator) and editing those vector shapes is permitted under all license types.

+ 8 License Compliance & Penalties

Apex operates on a trust-based model. You are responsible for accurately declaring the License Owner’s Company Size at the time of purchase. If you provide inaccurate information or use the Fonts beyond the scope of the purchased license, you must immediately purchase an adjusted license that matches your actual usage. Apex reserves the right to claim additional license fees and damages corresponding to the actual scope of use, in addition to any other legal remedies available. This includes, without limitation, deliberately underreporting the License Owner’s Company Size at the time of purchase in order to obtain a lower license tier, or sharing the Fonts with third parties without having purchased the “Third Party Sharing” option at checkout. Apex reserves the right to request reasonable information to verify compliance with this Agreement.



9 Financial Terms

The license becomes active upon receipt of full payment. Apex operates under the French micro-BNC tax regime. As such, no VAT is currently collected on any sales, regardless of the License Owner's location.

Refund policy: All sales are final. Font files are delivered digitally and immediately upon payment. Refunds are not offered once the Fonts have been downloaded, except in the following circumstance: if a font file is found to contain a defect that Apex is unable to correct within 14 days of being notified, the License Owner is entitled to a full refund of the license fee paid for the affected Fonts. Defects must be reported in writing to info@apexfoundry.com within 30 days of purchase.

10 Publicity Rights

From the moment the License Owner makes any use of the Fonts publicly visible, Apex is entitled to reference the License Owner's name, brand, and project for Apex's own marketing, portfolio, and promotional purposes—including on Apex's website, social media channels, and in print or digital publications. This right extends to third-party publications (e.g. design press and such). No compensation is due to the License Owner for such use.



11 Updates & Technical Support

Apex is not obligated to provide updates, upgrades, or new versions of the Fonts. Where updates are made available, they may be provided free of charge to existing license holders at Apex's discretion. Significant new versions or extensions may be subject to separate licensing terms and fees.

Apex makes every reasonable effort to produce reliable, well-tested font files. However, Apex cannot guarantee that the Fonts will perform identically in all software environments, as some applications handle font rendering independently of the font's internal settings. Technical issues should be reported to info@apexfoundry.com.

12 Termination

This license remains in effect until terminated. Any breach of the terms of this EULA automatically and immediately terminates all rights granted herein. Upon termination, the License Owner must cease all use of the Fonts and permanently delete all copies of the font files in their possession, including embedded copies and backups. At Apex's request, the License Owner must confirm in writing that all copies have been deleted.

In the event of a breach, the License Owner shall bear full responsibility for any costs incurred by Apex as a result, including reasonable legal fees and investigation costs.



13 Warranties & Liability

The Fonts are provided "as is", without any express or implied warranty of any kind, including but not limited to warranties of fitness for a particular purpose, merchantability, performance, or non-infringement.

The License Owner warrants that they have the authority to enter into this Agreement and that their use of the Fonts will not violate any applicable law or infringe the rights of any third party.

Neither party shall be liable for indirect, incidental, special, consequential, or punitive damages arising from this Agreement. Apex's maximum liability to the License Owner shall not exceed the total license fees paid by the License Owner under this Agreement.

14 Miscellaneous

This EULA constitutes the entire agreement between Apex and the License Owner with respect to the use of the Fonts and supersedes all prior agreements, representations, or understandings. It may only be modified by written agreement signed by both parties. The terms of any purchase order submitted by the License Owner shall not modify or amend this EULA.



If any provision of this EULA is found to be unenforceable, the remaining provisions shall continue in full force and effect, and the unenforceable provision shall be replaced by the closest enforceable equivalent.

Failure by Apex to enforce any provision of this EULA on any occasion shall not constitute a waiver of that provision or of any right to enforce it in the future.

This EULA applies to all licenses purchased from the date of its publication on the Apex Type Foundry website. Licenses purchased prior to that date remain governed by the version of the EULA in effect at the time of purchase. Existing license holders are not required to migrate to this EULA, but any new purchase—including upgrades—will be subject to its terms.

This EULA is governed by French law. Any disputes arising from or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Paris, France. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Personal data collected in the course of any transaction is processed in accordance with Apex's Privacy Policy, available at [apexfoundry.com/privacy-policy](https://www.apexfoundry.com/privacy-policy).

Apex expressly reserves all rights not specifically granted to you in this Agreement. Neither party shall be liable for failure to perform due to events beyond their reasonable control.

Apex reserves the right to update this EULA at any time. The version in effect at the time of purchase governs the corresponding license. Updated versions will be published on the Apex Type Foundry website.

Thank you for reading! ♥