



## Free License Agreement

Version 4.4 - January 22, 2019

### 1. Acceptance of this agreement

By using Our artwork and properties, you agree to the terms in this license.

### 2. You and JoyPixels/EmojiOne

#### 2.1 JoyPixels/EmojiOne

JoyPixels Inc. (f/k/a EmojiOne Inc.), is a Nevada Corporation. JoyPixels Inc. will be referred to in this agreement as JoyPixels, We, Our, or Us.

#### 2.2 JoyPixels/EmojiOne artwork

This license applies to the following artwork, which we will refer to as the JoyPixels/EmojiOne Artwork for this agreement: (the “JoyPixels/EmojiOne Artwork”)

All free version releases within the fourth and third series of signature emoji (any 4.x and 3.x version) only.

*Note: We reserve the right to remove older signature emoji series (version 3.x) from our website at any time—at which time they will no longer be available for download.*

#### 2.3 JoyPixels/EmojiOne properties

The JoyPixels/EmojiOne Artwork, name, logos, trademarks, graphic files, and copyrights will be referred to collectively in this agreement as the JoyPixels/EmojiOne Properties. (The “JoyPixels/EmojiOne Properties”)

#### 2.4 What if you don't agree to these terms?

If you do not agree to the terms below, do not access or use the JoyPixels/EmojiOne Artwork. If you have any questions or concerns about this agreement, please feel free to contact us at [licensing@joypixels.com](mailto:licensing@joypixels.com).

### 3. License

We agree to grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the JoyPixels/EmojiOne Properties on the terms provided in this agreement. We reserve all rights in and to the JoyPixels/EmojiOne Properties. This license is personal to you and allows you to access and use the JoyPixels/EmojiOne Properties, including for commercial purposes. You agree not to transfer, sell, or modify the JoyPixels/EmojiOne Properties.

### 3.1 Ownership

You agree that nothing in this agreement shall give you any right, title, or interest in the JoyPixels/EmojiOne Properties other than the right to use the same in accordance with the terms of this agreement. You admit the validity of all copyrights for the JoyPixels/EmojiOne Artwork and all associated intellectual property registrations included in the JoyPixels/EmojiOne Properties, and you acknowledge that any and all rights that you might acquire because of your use of the JoyPixels/EmojiOne Properties shall inure to the sole benefit of JoyPixels. You further agree that you will not claim ownership rights to the JoyPixels/EmojiOne Properties, or any derivative, compilation, sequel or series, or related property owned by or used by JoyPixels.

### 3.2 DIGITAL USE ONLY - Image size and format

All uses under this agreement shall be digital use only. Tangible/physical product licenses must be granted under a separate fee license agreement. Any JoyPixels/EmojiOne Artwork used under this agreement must adhere to the following guidelines:

- (A) cannot exceed the size of 128 x 128 pixels.
- (B) .svg file format use is not allowed.

### 3.3 What can you do with the JoyPixels/EmojiOne Properties under this agreement?

You can display it for personal or commercial use in digital or electronic format only (on websites, in apps, in videos, etc.) as long as:

- (A) you use the JoyPixels/EmojiOne Properties as a component of something that required time, effort, and skill to create; and
- (B) you comply with the other terms of this agreement.

There are some exceptions to what can be done with the JoyPixels/EmojiOne Properties under this license detailed below in Section 3.4.

### 3.4 What can't you do with the JoyPixels/EmojiOne Properties under this agreement?

- (A) Use it if you are an enterprise sized business—enterprise meaning businesses with 100+ employees. *(for enterprise licensing contact us at [licensing@joypixels.com](mailto:licensing@joypixels.com))*
- (B) Use it in the creation or sale of any consumer goods or merchandise including but not limited to tangible/physical products—such as print material, promotional products, shirts, cards, stationery, packaging, etc. *(for consumer goods licensing contact us at [licensing@joypixels.com](mailto:licensing@joypixels.com))*
- (C) Use it for a client of yours or for any third party—including ad agencies and all other representatives of third party projects. *(for client licensing or third party licensing contact us at [licensing@joypixels.com](mailto:licensing@joypixels.com))*
- (D) Use it in any advertisement—including digital advertisement *(for ad licensing contact us at [licensing@joypixels.com](mailto:licensing@joypixels.com))*
- (E) Use it for digital educational content or digital charity/fundraising events with an event/project budget exceeding \$5,000 US dollars. *(creation of tangible/physical/print items of any kind is not permitted under this license even for educational or charity projects)*
- (F) Sell or license it—you may not sell, license, sub-license, lease, rent, lend, or redistribute the rights herein—such as using the JoyPixels/EmojiOne Properties as an upsell item, in-app purchase, add-on, sticker pack, etc.
- (G) Use or rebrand the JoyPixels/EmojiOne Artwork under a different name.
- (H) Allow others to extract the JoyPixels/EmojiOne Artwork, in whole or in part.

- (I) Include properties in open source projects.
- (J) Use it in a logo.
- (K) Use it in digital templates that will be resold to multiple people—such as design apps, themed templates, etc.
- (L) Register as a trademark any of the JoyPixels/EmojiOne Properties, or any products or works that include the JoyPixels/EmojiOne Properties.
- (M) Use it to suggest an endorsement from JoyPixels.
- (N) Modify it—although color changes are permitted if they are clearly detailed in the attribution—as described in Section 4. *(other changes or modifications are not permitted under this license)*
- (O) Use it without proper attribution—as described in Section 4.

#### **4. Attribution Required (for commercial use)**

Attribution is required when using the JoyPixels/EmojiOne Artwork in any commercial project. Personal projects—those that are not commercial in nature—are permitted to use the JoyPixels/EmojiOne Artwork without attribution *(we'd like you to mention us in some way, but it isn't required for personal projects)*.

There are different ways of complying with attribution requirements for different uses of our JoyPixels/EmojiOne Properties in commercial projects. Here are some suggested ways for providing attribution:

- \*In the footer of every page where emoji are shown.
- \*Credited directly below content that contains our emoji
- \*In the product description on youtube, vimeo, etc.
- \*For social media content, please tag somewhere in the post

At minimum, attribution should contain the JoyPixels name and a link to <http://joypixels.com>. A simple example of attribution:

\*Emoji artwork provided by JoyPixels.

If you cannot provide attribution as described in this Section then you cannot use the JoyPixels/EmojiOne Properties under this license. However, you can license the products from us under a paid premium (no-attribution) license.

#### **5. Damages**

If you breach this agreement, we have the following remedies, if we feel they are merited:

- (A) You agree that if you violate this agreement we can get an injunction against you.
- (B) You agree that if you violate this agreement you will pay us 100% of all revenue you've received from items that you've sold in violation agreement as well as any damages deemed appropriate by a court of competent jurisdiction.

#### **6. Amendments**

You agree that we may change or modify these terms. If we make changes to these terms, we will provide notice of the changes by updating this agreement at <https://d1j8pt39hxlh3d.cloudfront.net/license-free.pdf>. By continuing to use our JoyPixels/EmojiOne Properties, you confirm your acceptance of the revised terms. If you do not agree to the amended terms, you must stop using our JoyPixels/EmojiOne Properties.

## **7. Termination**

This license continues until it is terminated by either party, which can happen at any time. We reserve the right to terminate this agreement for any reason. In the event of termination you will no longer have any rights to use the JoyPixels/EmojiOne Properties.

## **8. Indemnification**

You shall indemnify us and hold us harmless from any damages and liabilities (including reasonable attorney fees and costs):

- (A) Arising from your breach of this agreement;
- (B) Arising out of any alleged defects or failures to perform of the JoyPixels/EmojiOne Properties or any product liability claims or use of the JoyPixels/EmojiOne Properties; and
- (C) Any claims arising out of your advertising, distribution or marketing of the JoyPixels/EmojiOne Properties.

## **9. Arbitration**

Any dispute, claim or controversy arising out of or relating to this agreement will be determined by arbitration in Las Vegas, Nevada. The arbitration will be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures and will utilize the Final Offer (or Baseball) option. The latest rules and procedures can be found on the JAMS website (<https://www.jamsadr.com/rules-streamlined-arbitration/>). Judgment on the award may be entered in any court having jurisdiction. This court will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## **10. No warranties**

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

## **11. Applicable Law**

This agreement will be construed in accordance with and governed by the laws of the State of Nevada.

## **12. Waivers and modifications must be written**

Any waiver must be written.

## **13. Assignment**

We can assign our rights under this agreement without restriction.

## **14. Severability**

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement. If possible, any unenforceable provision within this agreement will be modified to reflect the parties' original intention.

## **15. Entire Agreement**

This agreement is the entire agreement of the parties and supersedes all prior agreements as to the use of the website. If you have any questions or concerns regarding any of the terms above, please feel free to contact us as [licensing@joypixels.com](mailto:licensing@joypixels.com).