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”)

This license includes rights to updates to the fourth and third series of signature premium emoji (any 4.x and 3.x versions) only. This license does not include rights to any other series of signature premium emoji (5.x or higher), stickers, themed packs, animations, or any custom design. Note: We reserve the right to remove older signature premium 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.

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. 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 What can you do with the JoyPixels/EmojiOne Properties?

You can display it on one or more projects for personal or commercial use as long as:
(A) you use the JoyPixels/EmojiOne Properties as a component of something that required time, effort, and skill to create;
(B) you purchase and use the appropriate license for your project (commercial, nonprofit, or personal); and
(C) 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 3.3.

3.3 What can’t you do with the JoyPixels/EmojiOne Properties?

(A) Use it to make any tangible/physical products that are intended for sale—such as print material, shirts, cards, stationery, books, etc—though nonprofit license does allow schools to use JoyPixels/EmojiOne Artwork in yearbooks. (for licensing on tangible/physical products that are intended for sale contact us at licensing@joypixels.com)
(B) 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)
(C) Use it in an advertising campaign—print, digital, broadcast, etc—with a campaign budget exceeding $5,000 US dollars or on promotional products with a printing budget exceeding $5,000 US dollars. (for licensing on projects exceeding these limits contact us at licensing@joypixels.com)
(D) Use it in a video/TV/film project with a total project budget exceeding $20,000 US dollars. (for licensing on projects exceeding this limit contact us at licensing@joypixels.com)
(E) Use it for charity fundraising events or digital educational content with a total event/project budget exceeding $20,000 US dollars. (for licensing on projects exceeding this limit contact us at licensing@joypixels.com)
(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 a personal or nonprofit license for commercial purposes.
(H) Use or rebrand the JoyPixels/EmojiOne Artwork under a different name.
(I) Allow others to extract the JoyPixels/EmojiOne Artwork, in whole or in part.
(J) Include properties in open source projects.
(K) Use it in a logo.
(L) Use it in digital templates that will be resold to multiple people—such as design apps, themed templates, etc.
Register as a trademark any of the JoyPixels/EmojiOne Properties, or any products or works that include the JoyPixels/EmojiOne Properties.

Use it to suggest an endorsement from JoyPixels.

Modify it—though we allow color changes without prior permission. (all other changes or modifications to the JoyPixels/EmojiOne Artwork requires prior written permission from us—we’ll try to accommodate you but can’t guarantee it)

4. Fees

You will not have any rights to the JoyPixels/EmojiOne Properties until we receive full payment for your use. The one-time fee varies based on whether you will use the JoyPixels/EmojiOne Properties for personal or commercial projects, and the size and nature of your company. The latest pricing can be found on the license purchasing page of our website.

5. Term and termination

The parties’ rights under this agreement will last until this agreement is terminated. In the event of termination you will no longer have any rights to use the JoyPixels/EmojiOne Properties. If either party breaches this agreement, the other party can terminate this agreement immediately. We reserve the right to terminate this agreement at any time and for any reason.

6. 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.

7. 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 advertising, distribution or marketing of the JoyPixels/EmojiOne Properties.

8. 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.
9. 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.

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

11. Notices
We may send notices pursuant to this agreement to you via your email address used when purchasing a license, and such notices will be deemed received by you three days after they are sent. You may send notices pursuant to this agreement to us at licensing@joypixels.com, or 2505 Anthem Village Dr. Suite E-525, Henderson NV 89052, and such notices will be deemed received by us three days after they are sent.

12. Waivers and modifications must be written
Any waiver or modification to this agreement must be written.

13. Assignment
We can assign our rights under this agreement without restriction. If you'd like to assign your rights under this agreement, you will need to get prior written permission from us before you can do so (and we can't guarantee that we'll allow it, though we'll try).

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 with respect to licensing the JoyPixels/EmojiOne Properties and this supersedes all prior agreements.