1. Acceptance of this agreement

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

2. You and EmojiOne

2.1 EmojiOne

EmojiOne Inc., is a Nevada Corporation. EmojiOne Inc. will be referred to in this agreement as EmojiOne, We, Our, or Us.

2.2 EmojiOne’s artwork

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

This license includes rights to updates to this third series of premium emojis (any 3.x version) only. This license does not include rights to any new series of premium emojis (4.x or higher), stickers, or any custom design.

2.3 EmojiOne’s properties

The EmojiOne Artwork, name, logos, trademarks, graphic files, and copyrights will be referred to collectively in this agreement as the EmojiOne Properties. (The “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 EmojiOne Artwork. If you have any questions or concerns about this agreement, please feel free to contact EmojiOne at licensing@emojione.com.

3. License

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

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

3.2 What can you do with the EmojiOne Properties?

You can display it on one or more projects for personal or commercial use as long as:

(A) you use the 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 EmojiOne Properties detailed below in Section 3.3.

3.3 What can’t you do with the 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 EmojiOne Artwork in yearbooks. (contact licensing@emojione.com for proper licensing on tangible/physical products that are intended for sale)
(B) Sell or license it—you may not sell, license, sub-license, lease, rent, lend, or redistribute the rights herein—such as using the EmojiOne Properties as an upsell item, in-app purchase, add-on, sticker pack, etc.
(C) Use or rebrand the EmojiOne Artwork under a different name.
(D) Allow others to extract the EmojiOne Artwork, in whole or in part.
(E) Use it in digital templates that will be resold to multiple people—such as design apps, themed templates, etc.
(F) Include properties in open source projects.
(G) Use it for a client of yours or for any third party—including ad agencies and all other representatives of third party projects. (contact licensing@emojione.com for proper client and third party licensing)
(H) Use a personal or nonprofit license for commercial purposes.
(I) Use it in print advertising or on promotional products with a printing budget exceeding $5,000.00 US dollars.
(J) Use it in a video/TV/film project with a total project budget exceeding $20,000.00 US dollars.
(K) Use it for charity fundraising events or digital educational content with a total event/project budget exceeding $20,000.00 US dollars.
(L) Use it in a logo.
(M) Register as a trademark any of the EmojiOne Properties, or any products or works that include the EmojiOne Properties.
(N) Use it to suggest an endorsement from EmojiOne.
(O) Modify it—though we allow color changes without prior permission.
4. Fees

You will not have any rights to the EmojiOne Properties until we receive full payment for your use. The one-time fee varies based on whether you will use the 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 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 EmojiOne Properties or any product liability claims or use of the EmojiOne Properties; and
(C) Any claims arising out of advertising, distribution or marketing of the 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@emojione.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 EmojiOne Properties and this supersedes all prior agreements.