



Free License Agreement

Version 1.0 - April 10 2017

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")

All releases within the third series of premium emojis (any 3.x version) only.

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")

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, including for commercial purposes. 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 usage in accordance with this Agreement. You admit the validity of all copyrights and IP registrations included in the EmojiOne Properties, and You acknowledge that any rights you might acquire due to 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, derivatives, or other related property owned by or used by EmojiOne.

3.2. DIGITAL USE ONLY - Image size and format

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

- * cannot exceed the size of 128 x 128 pixels
- * .svg file format use is not allowed

3.3. What can you do with the EmojiOne Properties?

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 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 this general rule detailed below in section 3.4.

3.4. What can't you do with the EmojiOne Properties?

- * Modify it (though we allow color changes without prior permission).
- * Use it in the creation/sale of tangible products (such as print material, shirts, stationery, etc.).
- * Use it in a logo.
- * Use it in any advertisement—including digital advertisement.
- * Use it in digital templates that will be resold to multiple people.
- * Sell or license it— you may not sell, license or sub-license the rights herein.
- * Use it to suggest an endorsement from EmojiOne.
- * Use it without proper attribution (as described in section 4)
- * Register as a trademark any of the EmojiOne Properties, or any products or works that include the EmojiOne Properties.

4 Attribution Required

There are different ways of complying with attribution requirements for different uses of Our EmojiOne Properties. 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 EmojiOne name and a link to <http://emojione.com>. A simple example of attribution:

- * Emoji artwork provided by EmojiOne

If you cannot provide attribution, you cannot use our products under this license. However, you can license the product 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:

- * You agree that if you violate this agreement we can get an injunction against you.
- * 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 <http://emojione.com/developers/free-license>. By continuing to use Our EmojiOne Properties, you confirm your acceptance of the revised Terms. If you do not agree to the amended Terms, you must stop using Our EmojiOne Properties.

7 Termination

The license continues until it is terminated by either party, which can happen at any time.

8 Indemnification

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

- * Arising from your breach of this Agreement;
- * Arising out of any alleged defects, or failures to perform, or product liability claims arising from the use of the EmojiOne Properties; and
- * Any claims arising out of distribution or marketing the 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 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 at support@emojione.com.