

Universal Multimedia Licensing Agreement for Icons8

Effective Date: 10/7/2019

Introduction

Dear Customer,

This document serves as our Standard and/or Exclusive **Universal Multimedia Licensing Agreement** between you the **Customer, Licensee, or User** of our Services, and **Icons8** or our subsidiaries including but not limited to:

- "Icons8" (Icons) <https://icons8.com>
- "Moose" (Photographs) <https://photos.icons8.com>
- "Ouch" (Illustrations) <https://icons8.com/ouch>
- "Fugue" (Music) <https://icons8.com/music>

Using, downloading, or copying images or content from our website or that of our subsidiaries constitutes your acceptance of these *Licensing Terms* as well as any changes to this **Agreement**. Please revisit this **Agreement** prior to purchasing any future content licenses in order to be aware of changes.

Definitions

For purposes of this **Licensing Agreement**, the following terms and definitions apply:

- **Breach:** A violation of this **Agreement** or any of our **Company's Agreements** or Policies.
- **CISG:** U.N. Convention for the International Sale of Goods (C.I.S.G.) which provides for the use of arbitration in order to resolve international business disputes.
- **Dispute:** Any dispute or disagreement regarding **Licensing Agreement** terms or their application.

- **DMCA:** Digital Millennium Copyright Act: A U.S.A. copyright law which implements world WIPO treaties protecting copyrighted works.
- **Exclusive License:** An Exclusive Arrangement with Illustrators (**Icons8 and Ouch**) when **Icons8** purchases the rights to sell Illustrator content on **Company** website(s).
- **Free Account Holder:** An individual **User** or **Licensee** accessing and using the **Icons8** or subsidiary websites for personal use without having paid a licensing fee. This includes users who have not registered or logged in. Certain restrictions apply such as providing links and references for usage.
- **Governing Law:** The laws, rules, and regulations governing the application and interpretation of this **Licensing Agreement**.
- **Intellectual Property:** Any work, intangible work, creation, design, symbol, mark, trademark, logo, and/or image that is used in commerce including but not limited to: illustrations, icons, symbols, photographs, or music.
- **Licensed Material:** Also "**Content**", "**Licensed Content**", or "**Licensed Material**", including but not limited to: icons; illustrations; graphics; photographs; and/or music.
- **Licensee:** **User** or purchaser of content license, any person, entity, or any authorized representative of the company, person, or third-party, that uses, downloads, or otherwise accesses **Licensed Materials** from our website or that of our subsidiaries; also "you" or "your";
- **Licensor:** **Icons8** or a duly authorized representative. Also "**Company**", "**We**", "**Us**", or "**Our**";
- **Mediation:** Informal, third-party conflict resolution as opposed to going to court or using arbitration to resolve a disagreement.
- **Subsidiary:** Subordinate company, entity, or website owned or controlled by **Icons8**.
- **User:** Account holder, **Free account holder**, **Licensee**, purchaser of Licensed Content, or their authorized representative.
- **Universal Multimedia Licensing Agreement ("Agreement", or "License"):** **Agreement** between **Icons8** and the **Licensee** granting permission to use Licensed Materials and content with certain provisions or restrictions.

License Usage

- a. A "License" or consent is issued based upon the number of individual users who have access to the **Licensed Materials**. A single **License** is issued to persons that are **Free account holders**, individuals, or companies in the event there is only one (1) person accessing and/or using **Licensed Material**. Note: It is strictly prohibited for more than (1) one **User** or **Licensee** to use or access a single account at any time.
- b. The **Licensee** is required under terms of this **Agreement** to insert the icons or multimedia into their own personal artwork, project, or software application.
- c. If a **Licensee** or **User** shall have two or more persons using or accessing an **Icons8** account or subsidiary account at any time, an "Enterprise" License is required. Please contact **Icons8** Customer Service at <https://icons8.com/contact> for additional information on how to purchase multiple licenses or an "Enterprise" License.
- d. The **Licensee's** use of any **Licensed Material** in a manner not permitted under terms of this **Agreement** constitutes copyright infringement, and **Icons8** shall be entitled to exercise any and all rights or remedies in order to enforce these terms. The **Licensee** understands and agrees to be liable and responsible for any and all damages resulting from said infringement, including but not limited to legal and attorney fees.
- e. The **Licensee** is responsible for any and all appropriate sales or uses tax imposed by any government authority or jurisdiction as a result of the **License** granted to the **Licensee** by **Icons8**.

Image License

- a. **Icons8** and its' subsidiaries grant the **User** or **Licensee** a worldwide, non-exclusive, non-transferable right to use; modify; or reproduce images; icons; photographs; and illustrations subject to restrictions or limitations as provided within this **Licensing Agreement**.

There is no restriction on personal or commercial use of any kind providing:

I. Free Account Holders

- **Free Account Holders** must not make derivative copies of any icons or music accessed, used, or downloaded from our website; however, **Free Account Holders**

may use **Icons8 Desktop Tools** (Photo Creator, Ouch Creator, Icon Effects, OMG-IMG, Pichon, Lunacy) to modify or change illustrations or photographs;

- **Free Account Holders** must provide two hyperlinks to **Licensed Materials** used or embedded in a website or social media site as generated by the **Icons8** website (or subsidiary site). One link shall be to the **Icons8** website, and a secondary link to the location of the downloaded work, icon, photograph, illustration, or music. To maintain **Free Account Holder** status usage must comply with terms of this **Agreement**.

II. Paid Users/Licensees

- All paid **Users** and **Licensees** may make changes to photographs using our *Photo Creator*: <https://photos.icons8.com/creator>, including but not limited to derivative copies;
 - All paid **Users** and **Licensees** may make changes to or derivative copies of all **Licensed Material** found on the **Icons8** website or subsidiary website including but not limited to: icons; illustrations; photographs; and music.
 - A **User** or **Licensee** may not resell or distribute **Licensed Materials** as stand-alone files (*Example*: Separate icon files in SVG format) without the express written consent of **Icons8**;
 - A **User** or **Licensee** is prohibited from exporting, distributing, or otherwise sharing our **Licensed Content** and **Materials** as stand-alone files (separating, reverse engineering, or making derivative copies of our **Licensed Materials**);
- b. Images and **Licensed Materials** may be used in any manner without restriction as to the number of copies, or personal or commercial usage provided such usage complies with provisions within this **Agreement**.
- c. The **Licensee** acknowledges that **Icons8** retains all rights, title, and interest in copyrighted illustrations, icons, photographs, music, or other media created by **Icons8** staff; employees; or agents. Independent artists that create icons; photographs; music; or other **Licensed Material** for sale or distribution on the **Icons8** website retain full rights of ownership and interest in their original works as provided herein.

Exclusive Illustrator License

Illustrators creating licensed material and content for <https://icons8.com/ouch> understand and agree that they are engaging in an *exclusive licensing arrangement* with **Icons8** and for illustrations and works created and uploaded to the **Icons8** website for promotion or distribution. Our **Company** compensates illustrators for their work with a one-time royalty payment. After illustration purchase by our **Company**, the Illustrator acknowledges that:

- They are not entitled to additional royalties;
- **Icons8** and its' subsidiaries own any rights, title, and interest in all illustrations uploaded by him/her to the **Icons8.com** websites.

Music License

- I. **Musicians.** Musicians and artists grant **Icons8** a worldwide, unlimited, transferable, perpetual license and consent to use, display, play, market, advertise, or otherwise promote their music and works for use by our **Customers, Users, and Licensees**, in exchange for monthly royalty payments.
- II. **Licensees.** **Licensees** and **Users** are granted a restricted license to use, change, or modify any or all recorded works displayed or uploaded on our website with the exception of **Free Account Holders**. Use of **Licensed Material** or **Content** is subject to restrictions noted within this **Agreement**.
- III. **Commercial Use.** **Licensed Material** or **Content** may not be: exported, shared, downloaded or uploaded, or otherwise displayed specifically for commercial use (example: As a Re-seller), nor shall works be distributed, shared, exported, up or downloaded as a stand-alone file.
- IV. **Content ID.** Due to administration costs, *music marked with Content ID is not licensed for YouTube*. However, users are welcome to negotiate the terms with the musicians directly.
- V. **Editing.** Permitted uses for **Free Account Holders**: synchronisation with an audio-visual or audio-only work (allowed variations: cutting, stretching, looping). Prohibited Uses for **Free Account Holders**: remixing, mashing up, adding lyrics.

Permitted License Usage

A **Licensee** may, subject to **License** usage, permission, and/or restrictions noted within this **Agreement**, use, alter, crop, modify, adapt, or make derivative works of the **Licensed Materials** found on our website or subsidiary website.

Permitted License Usage includes:

- Use of **Licensed Material** for the Internet or Intranet;
- Use of **Licensed Material** for Desktop or Mobile Applications;
- Using **Licensed Material** to create Web Templates for Sale;
- Use of **Licensed Material** in Wordpress themes for re-sale, provided the Content is not intended for redistribution or re-use of the **Material**. The number of **Licensed Material** items used in a Wordpress theme can not exceed 200. All Wordpress themes containing Licensed Material must include the following reference: <https://icons8.com>.
- Using **Licensed Material** for Print Media (provided the **Licensee** is not sub-licensing or allowing redistribution or re-use of the **Licensed Material**);
- Use of **Licensed Material** for Broadcasts and Theatrical Productions or Exhibitions;
- Use of artwork or **Licensed Material** for re-sale, provided the **Content** is not intended for redistribution or re-use of the **Material**;
- Use of **Licensed Material** for the purpose of creating a logo, trademark or any other kind of visual representation (providing that the licensee is not officially registering it with a patent office).

Restrictions

This **Universal Multimedia License** carries the following prohibitions or restrictions.

The **Licensee** may not:

- Sublicense, distribute, sell, assign, convey, or otherwise transfer this license nor any of the **Licensee's** rights, duties, or legal responsibilities under this **Agreement**;

- Modify, alter, or change any of the Terms of this **Universal Multimedia Licensing Agreement** without the express written consent of **Icons8** or its' authorized representatives;
- Sell, resell, license, or distribute its' final product in a manner allowing others or third-parties to extract or access **Licensed Material** as stand-alone files;
- Distribute, export, post, upload, or download **Licensed Material** online in a downloadable format or enable **Licensed Material** to be accessed; downloaded, or distributed in any manner that would be prohibited by this **Agreement**;
- Use **Licensed Material** in any manner that infringes upon any third-party copyrights; trade names; trademarks; or service marks;
- Use **Licensed Material** within a work product for the purpose of creating a final product wherein **Licensed Materials** are going to be used (i.e., graphic editors, rapid prototyping tools, and programming IDEs). This does not include WordPress themes;
- Use **Licensed Material** for the purposes of training machine learning or artificial intelligence systems;
- Officially register the **Licensed Material** or any part of it as their or their company's logo, trademark or any other visual representation;
- Ship, transport, export, or share **Licensed Material** with a third-party in any country or territory, or use **Material** in any manner prohibited by export administration legislation as well as any other export laws, regulations, or restrictions.

DMCA Policy

If a **Licensee** or **User** has committed a copyright violation, please notify Customer Service immediately at: copyright@icons8.com.

- a. **Claims.** A copyright violation **Claim** (i.e., "Claim") must be in writing and sent to our **Company** via email or the U.S. Postal Service. The **Claim must** contain the Claimants' (i.e., Person Making a Claim) name, address, email address, contact information, and proof of intellectual property ownership or rights to ownership. The **Claim** must also:

- Identify the property, work, or content that has allegedly been infringed;
 - Identify the location of the property, work, or content Claimant believes to have been allegedly infringed;
 - State the name or identity, as well as contact information of the person or persons(s) the Claimant, believes committed the alleged infringement;
 - Provide a signed statement under penalty of perjury, stating the Claimant did not give permission to the alleged violator to use copyrighted material;
 - If the Claimant is not the owner of original content, then he/she will also need to supply our **Company** with a signed statement verifying they are authorized to represent the original owner of the content, work, or property, and provide the original owner's contact information.
- b. **Investigation.** Our **Company** will conduct an investigation when our Copyright Agent receives the **Claim**. We will immediately take the following actions: (I) Freeze the alleged violator's account; (II) Conduct an investigation; (III) Verify the **Claim**; (IV) Notify the violator of the **Claim**; and (V) Send the Claimant a prompt response about our investigation.
- c. **Warnings and False Claims.** First-time copyright offenders will receive a written warning, and their content will be deleted. Upon receiving a second complaint, the offender's account will be terminated. If our Copyright Agent discovers the Claimant filed a false claim, we will immediately release any disputed material back to the original owner and unfreeze their account.
- d. **Responsibility.** The Claimant also agrees to be personally and financially responsible for all costs or fees incurred as a result of filing a false claim, as well as the cost of the investigation, including but not limited to attorney's fees, legal fees, and expenses.

License Expiration

- a. The term of this **Universal Multimedia License** begins immediately upon the **Licensee's** access, acceptance, download, upload, or purchase of any **Licensed Material** from the **Icons8** or subsidiary website, and is valid for the term specified within the **Licensee** or **User's** particular licensing package agreed upon at purchase (i.e., "Licensing Period"). This **License** covers the following aspects of the **Licensed Material**:

- New Features, fixes, and improvements to the software, media, and recorded content;
 - **Licensed Material** usage and restrictions;
 - New **Licensed Material** and **Content**;
 - Email Support;
- b. After expiration and termination of this **Universal Multimedia Licensing Agreement**, the following features shall remain and be applicable to:
- **Licensed Materials** created before expiration of the **Agreement**;
 - **Licensee's** use of our website (or subsidiary websites), desktop software, or multimedia content with the **Licensed Materials** created prior to expiration;
- c. Upon expiration, this **License** and **Agreement** shall not apply to:
- Newly purchased **Licensed Materials**;
 - Customer Support.

Licensee Warranty

The **Licensee** or **User** warrants and agrees to be responsible for all **Licensed Materials** uploaded, downloaded, or otherwise transmitted between our website and the end **User**. Under the terms of this **Universal Multimedia Agreement**, the **Licensee** shall not permit the unauthorized display, access, distribution, use, or sharing of any **Licensed Material** or **Content**. The **Licensee** also agrees:

- To Indemnify and hold **Icons8** (and its' subsidiaries, owners, directors, employees, and agents) harmless from any and all: actions, proceedings, claims, unforeseen third-party claims, demands, costs (including without restriction any legal costs, fees or expenses), awards, and damages arising directly or indirectly from this **Agreement**, or as a result of any breach or non-performance of this **Agreement** by the **Licensee**.
- Not to assign, transfer, or sublicense this **Agreement**, or permit the unauthorized use of **Licensed Materials**, or any portion thereof for any purpose;

- Not to assign or transfer its' duties or obligations under this **Agreement**, nor to loan, rent, export, or transfer any unauthorized licensing rights or privileges to any other person or entity;
- That **Licensed Materials** shall not infringe upon any third-party rights whatsoever, and any liability for the infringement of third-party rights including but not limited to damages and legal costs shall rest with the **Licensee**.

Licensor Warranty

- a. **Infringement.** Pursuant to the terms of this **Agreement** and the purchased **Universal Multimedia License, Icons8** (and its' subsidiaries) warrant that the **Licensed Material** will not infringe upon any copyrights, or intellectual property rights of any third-party provided the **Licensee** uses the **Content** pursuant to the terms of this **Agreement**.
- b. **"As Is".** The **User** or **Licensee** understands and agrees that any and all **Licensed Material** is provided "as is" without representation, warranty, or condition of any kind either express or implied, including but not limited to implied warranties, representations, or conditions of merchantability, or fitness for a particular purpose. **Icons8** (and its' subsidiaries) do not warrant or guarantee that the **Licensed Content** will meet the **Licensee** or **User's** requirements or that their use will be uninterrupted or error-free. The **Licensee** acknowledges and agrees to bear all risk for the use of the **Licensed Material** and **Content**.
- c. **Defective Content.** Should the uploaded, downloaded, or transmitted **Licensed Material** or **Content** prove to be defective, the **Licensee** agrees to assume all risk and cost for corrections. Our **Company** makes no representation or warranty respecting **Licensed Material** that is downloaded in a flash format or file except as expressly provided herein or within our agreements and policies (as it applies to ownership, technical requirements, or legal compliance).

Intellectual Property

- a. **Rights.** **Licensed Material** and all icons are owned by **Icons8** which are protected by U.S. and International Copyright Laws, rules, and regulations. No title or intellectual property rights related to the **Licensed Material** are transferred or assigned to the **Licensee**. The **Licensor** retains all rights, title, and interest not expressly granted by this **License Agreement**.
- b. **Trademarks.** Some of the **Licensed Material** may contain copyrighted content such as trademarks and/or movie characters. These icons shall be used in accordance with accepted trademark practice, as well as a professional standard of care. **Users** or **Licensees** may be required to identify a trademark owner's name, under the provisions of this **Agreement**. Trademarks may only be used to identify printed or electronic material produced by the icons. You understand and agree that use of any trademark or service mark does not give you any rights of ownership in that trademark. Except as otherwise provided herein, this **License Agreement** does not grant the **User** or **Licensee** any intellectual property rights, nor rights to royalties to **Licensed Materials**.

Limited Liability

- a. **Liability.** At no time shall any of our companies, owners, directors, officers, employees, representatives, affiliates, or content providers; be liable for any incidental, indirect, punitive, exemplary, or consequential damages (including but not limited to loss of profits, interruption, loss of business information or any other pecuniary loss) in connection with any claim, loss, damage, or other proceeding arising under the terms of this **Agreement**, including without limitation your use of, reliance upon, access to, or exploitation of the **Licensed Content**, or any part thereof, or any rights granted to the **Licensee** or **User** as provided herein, even if our **Company** had been advised of the possibility of such damages, whether the action is based upon contract, tort (including negligence), infringement of intellectual property rights or otherwise. No action, regardless of form or nature, arising out of this **Agreement** may be brought by or on behalf of the Claimant more than one (1) year after the cause of action first arose. Our companies, owners, directors, employees, affiliates, and/or representatives shall not be liable at any time for damages, costs, or losses arising as a result of modifications made to the **Licensed Material** or **Content**.

- b. **Limitation of Liability.** Notwithstanding any other terms under this **Agreement**, the total maximum aggregate liability under this **Agreement** and any other agreement where our **Company** has licensed the same **Material** or **Content**, regardless of file size, or the **Licensee/User's** exploitation of any or all **Licensed Content** in any manner, our aggregate liability shall be limited to Ten (\$10.00) U.S. Dollars per event. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; therefore, the limitations noted herein may not apply to you specifically.

Force Majeure

All parties to this **Agreement** acknowledge and agree that neither shall be responsible for any delay or failure to perform under these terms in the event any delay or failure is caused by fire, flood, strike, labor unrest, riot, embargo, act of civil or military authority, accident, acts of God, vandalism, or other event beyond its' control. Notice of any Force Majeure Event shall be given to the non-affected party as soon as possible after its occurrence. The affected party(ies) shall resume their duties and responsibilities as soon as it is practical.

Termination And Breach Of Agreement

Violations of any terms contained within this **Universal Multimedia Agreement** shall be considered a "breach" or infraction. In the event of breach, the **Licensor** shall provide the **Licensee** with written notice of the infraction. Upon receipt of notice, the **Licensee** shall have seven (7) days to cure the infraction or violation. If the **Licensee** fails to timely cure the breach, then this **Agreement** is deemed to have been automatically terminated without any further notice to the **Licensee**. The **Licensee** agrees to be financially and personally responsible for such breach including but not limited to: damages, fees, or balances on account.

Disputes

- a. **Mediation.** In the event of a dispute regarding this **Agreement**, it's terms or their interpretation, it is agreed that the **Licensors, Licensee, or User**, will attempt to resolve the dispute in a professional manner. If the parties are unable to resolve the dispute personally, then they both agree to use the services of a Private Mediator in Delaware, U.S.A. The parties agree to share the cost and choice of a Mediator.
- b. **Notice of Intent.** The Disputing Party shall send the Non-Disputing party a thirty (30) day written "Notice of Intent" stating the basis for the intent to Mediate prior to actually filing a Claim. Service shall be completed by delivery of the Notice to the Non-Disputing Party's last known address.
- c. **Procedure.** The Mediation Hearing shall be conducted via Mediation or Arbitration Rules as adopted by the American Bar Association.
- d. **Award.** The prevailing party shall be entitled to reimbursement of any costs and fees, including but not limited to attorney's fees. This Mediation provision shall survive cancellation or termination of this **Agreement**.

Governing Law

This **Agreement** shall be governed by the laws and statutes of the State of Delaware, United States of America, excluding the application of conflict of law provisions. This **Agreement** shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.), the application of which is expressly excluded.

General Provisions

If any part of this **Agreement** is found by a court of competent jurisdiction or mediator to be void and unenforceable, the void or unenforceable provision shall not affect the validity or interpretation of the balance of the **Agreement**, which shall remain valid and enforceable according to its' terms.

Contact

If you have questions or comments regarding this **Universal Multimedia Licensing Agreement**, please contact us at:

<https://icons8.com/contact>

wedraw@icons8.com

Tel: + 1 929-445-2737