License Agreement (Free)

Version 11.0.0

June 24, 2026

1. Acceptance of this agreement

By using the JoyPixels Properties (defined below), you agree to be bound by the terms and conditions of this license agreement.

2. You and JoyPixels

2.1 JoyPixels

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

2.2 JoyPixels Assets

This license applies to the following assets and files, which we will refer to as the JoyPixels Assets for this agreement, (the “JoyPixels Assets”).

All versions of assets available to you on our website that you access, download, or use.

2.3 JoyPixels Properties

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

2.4 What if you don’t agree to these terms and conditions?

If you do not agree to the terms and conditions below, do not access or use the JoyPixels Properties. If you have any questions or concerns about this agreement, please feel free to contact us at licensing@joypixels.com.

3. License

Subject to the terms and conditions in this agreement we agree to grant you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the JoyPixels Properties. We reserve all rights in and to the JoyPixels Properties. This license is personal to you and allows you to access and use the JoyPixels Properties for your own projects. You agree not to transfer, distribute, sell, or modify the JoyPixels Properties. All rights not specifically granted hereunder are reserved to JoyPixels.

3.1 Ownership of the JoyPixels Properties

The JoyPixels Properties and other intellectual property rights of JoyPixels (collectively, the “JoyPixels IP”) are and shall remain the property of JoyPixels. All uses of the JoyPixels IP under this agreement shall inure to the benefit of JoyPixels. You expressly acknowledge JoyPixels’s exclusive ownership of the JoyPixels IP, and all trade dress, advertising themes and other intellectual property used in connection with the JoyPixels IP, whether such intellectual property is registered or exists under common law. You further agree that, in the event you are or might have been deemed to have acquired any rights in any of the JoyPixels IP (other than limited rights granted by this agreement), those rights shall be and herein are assigned to JoyPixels, together with all goodwill associated therewith. You shall promptly, upon the request of JoyPixels, take all steps necessary to execute, acknowledge and deliver to JoyPixels any and all further instruments and assurances, necessary to effectuate the foregoing. You agree not to attack, dispute or contest such ownership or the validity of any rights of JoyPixels in the JoyPixels IP, whether such rights are registered, are contained in a pending application, or exist under common law. You shall not claim any title to or right to use the JoyPixels Properties, JoyPixels IP, or any variation thereof, other than the right to use the JoyPixels Properties under this agreement.

3.2 **PERSONAL USE ONLY - no commercial use (or money generating use)**

All uses under this agreement shall be for personal use only by individuals. Licenses for commercial purposes, for business and non-profit entities, or for any money generating use must be granted under a separate fee license agreement like our Premium, Pro, and Enterprise licenses—*money generating use includes things like content and platforms where donations or contributions are solicited or requested.*

3.3 IMAGE SIZE AND FORMAT LIMITS

Any JoyPixels Assets used under this agreement must adhere to the following guidelines:
(A) **PNG format only; cannot exceed the size of 64 x 64 pixels**; and
(B) **any additional/sample files in other formats (e.g. SVG, TTF fonts, etc.) can be used for sampling purposes only including for commercial or business projects**—*including things like compatibility testing, drafts, mock-ups, and similar non-production side materials (any use beyond this non-production side sampling requires the purchase of the appropriate license for your project).*

3.4 **WHAT CAN YOU DO WITH** the JoyPixels Properties under **THIS AGREEMENT**?

You can display it for personal use on your own projects as long as:
(A) **you use the JoyPixels Properties as a component of something that required time, effort, and skill to create—such as your personal website, videos/photos, social media content, banners/signs, crafts, school project, classroom lesson/assignment, etc.**; and
(B) **you comply with the other terms and conditions of this agreement.***

*There are some exceptions to what can be done with the JoyPixels Properties under this license detailed below in Section 3.5.

3.5 **WHAT CAN'T YOU DO WITH** the JoyPixels Properties under **THIS AGREEMENT**?

(A) **Use it for any business or non-profit entity; this license is for personal use by individuals**—*except for the testing, mock-up, etc. allowances noted above in Section 3.3 (B).*

(B) **Use it for anyone but yourself—including anyone like a friend, associate, client, etc.**—*except for the testing, mock-up, etc. allowances noted above in Section 3.3 (B).*

(C) **Use it for any commercial purpose—this includes anything that generates revenue either directly or indirectly—including donations or contributions**—*except for the testing, mock-up, etc. allowances noted above in Section 3.3 (B).*

(D) **Use it in any advertisement or for any promotional or endorsement purpose.**

(F) **Use it in the creation of digital or other educational content except for teachers/students for their own personal use in things like projects or classrooms**—*you're not allowed to create educational material for entire school districts, organizations, etc.*

(G) **Use it for any charity or fundraising purpose—including individual or personal projects or campaigns.**

(H) **Sell or license it—you may not sell, license, sub-license, lease, rent, lend, or redistribute the rights herein—including using the JoyPixels Properties as an upsell item, in-app purchase, add-on, etc.**

(I) **Use it in digital templates that will be resold or distributed to multiple people—such as design apps, themed templates, etc.**

(J) **Use or rebrand the JoyPixels Assets under a different name.**

(K) **Allow others to extract the JoyPixels Assets, in whole or in part.**

(L) **Include it in open source projects or cryptocurrency/nft projects.**

(M) **Use it in a logo.**

(N) **Register as a trademark any of the JoyPixels Properties, or any products or works that include the JoyPixels Properties.**

(O) **Use it to suggest an endorsement from JoyPixels.**

(P) **Modify it—any modification including color/shape/embellishment changes are not allowed.**

4. 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.

5. Amendments

You agree that we may change or modify these terms and conditions. If we make changes to these terms and conditions, we will provide notice of the changes by updating this agreement at https://app.joypixels.com/terms/free. By continuing to use our JoyPixels Properties, you confirm your acceptance of the revised terms and conditions. If you do not agree to the amended terms and conditions, you must stop using our JoyPixels Properties.

6. 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 Properties.**

7. Indemnification

You shall indemnify us and hold us, our officers, directors, employees, affiliates, successors, and assigns, harmless from any damages and liabilities (including reasonable attorney fees and costs):

(A) Arising out of or related to this agreement;
(B) Arising out of your use of the JoyPixels Properties, any alleged defects or failures to perform of the JoyPixels Properties, or any product liability claims; and
(C) Any claims arising out of your advertising, distribution, marketing, or sale of the JoyPixels 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. Las Vegas, Nevada shall be the exclusive venue for any action brought by any party in any way related to this agreement.

11. Waivers and modifications must be written

Any waiver or modification to this agreement must be written.

12. 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).

13. 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.

14. 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 and conditions above, please feel free to contact us as licensing@joypixels.com.