

# Freelancer License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU "THE LICENSEE" AND SMASHICONS REPRESENTED BY OLIVIU STOIAN | OLIVER'S CREATIVE AGENCY AS "THE LICENSOR". BY DOWNLOADING AND USING THIS PRODUCT OR PART THEREOF, FROM OR WITH ANY MEDIA, CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

## You are PERMITTED to:

Use the Assets in the Licensee's personal, professional, internal, editorial and client projects including printed materials, advertisements, packaging, presentations, video, on-line, computer games and applications or multimedia projects;

You have the non-exclusive, non-transferable, non-sub licensable right to use the Licensed Material for **5 (five)** clients or applications, commercials projects or in any allowed media.

Making modifications or alterations to the Assets (changing the color, size, orientation and shape), but this does not allow you to sell or license them.

## It is PROHIBITED to:

1. Post any Assets on any electronic bulletin board, FTP, or file sharing programs;

2. Sell, sublicense, rent, distribute or otherwise grant rights or make available for use by others all or a portion of the Assets in form or formats designed or intended for re-use of the Assets;
3. Use or permit the use of the Assets, or any part thereof, as a trademark or service mark, or claim any proprietary rights of any sort in the Assets, or any part thereof;
4. Use, or allowing anyone else to use any of the Assets to create pornographic, fraudulent, obscene, immoral, infringing, illegal, blasphemous or defamatory material;
5. Using the Assets in a way not specifically permitted or prohibited by this agreement, without prior written consent from the Licensor is a violation of Copyright law.
6. You may not rent, sublicense, sell, assign, convey or transfer Licensed Material, this Agreement or any of its rights under this Agreement;
7. You may not use Licensed Material on physical items for resale and "print on demand" items such as t-shirts, postcards, mouse pads, coffee mugs, calendars, or on any similar mass produced items that would contain the Licensed Material in a partly, or dominant way;
8. You may not sell, license or distribute any derivative work based on the Licensed Material;
9. Licensed Material shall not be incorporated into a logo, application icon, trademark or service mark;

## LIMITATIONS

1. A Licensee, that is using the Assets in a commercial work, cannot include (or make available to the customer) more than 100 icons in an online/offline generator or application. For example you cannot add more than 100 different icons in a template or theme, that is for sale.

The Assets may not be re-sold, sub licensed, rented, transferred or otherwise made available to others.

2. All Assets are owned by the Licensor and are protected by European Union Copyright Law. No title to or intellectual property rights to the Assets are transferred to you. The Licensor retains all rights not expressly granted by this License Agreement. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this License Agreement does not grant you any intellectual property rights in the Assets. Unpublished rights are reserved.

Unauthorized use results in the immediate termination of this license, and with it, your rights to use the Licensed Material.

No ownership or copyright in any Licensed Material (icons, icon sets, graphics or web templates) shall pass to you by the issuance of the license contained in this Agreement.

The Licensed Material is not transferable.

## **OLIVER'S CREATIVE AGENCY**

*Olivia Stoian*

@madebyoliver

team@smashicons.com