

LICENSE OF WORKS FOR FREEPIK COMPANY, S.L.

SPECIFIC CONDITIONS:

By accepting this Agreement you become the Licensor. You will provide your identification details as requested by the Company prior to uploading any works to Freepik, Flaticon or any other service managed by the Company and such identification details provided by you shall be deemed incorporated into this Agreement.

This Agreement is in force since the moment you accept its terms following the procedure set out by the Company from time to time.

Licensed Works: Any works uploaded by Licensor to Freepik, Flaticon or any other service managed by the Company.

Remuneration: The Remuneration for the Premium Licensed Works (as defined below) shall consist of 50% of the net revenue generated by each download of a Premium Licensed Work made by a premium user (as defined below). As a general rule, there shall be no Remuneration for Non-Premium Licensed Works, as most content shall be marked as Premium.

For the purposes of calculating the Remuneration for the Premium Licensed Works, the net revenues generated by each download of a Premium Licensed Work made by a any given premium user shall be determined by the Company in each calendar month by dividing (a) the net revenue actually received from subscription fees paid by said given premium user in that calendar month by (b) the total number of downloads completed by said given premium user in such calendar month.

Notwithstanding the foregoing, for the purposes of calculating the number of downloads of a Premium License Work by any given premium user, the Company may assign to certain downloads and in certain circumstances (e.g. the first download by a new premium user) a higher value than the actual value (i.e. they will count as a higher number of downloads for the purposes of the calculation). The Company will inform the Licensor of such criteria prior to their application and/or modification.

In the exceptional case that Content should be marked as Non Premium, the Remuneration shall be discussed with the Licensor, however this shall be a lower amount.

This Agreement is made

BETWEEN

1. Licensor, the user who accepts this terms
2. Freepik Company S.L., a company registered in Spain, with Tax Identification Number B93183366 and registered office at C Molina Lario 13 5th floor, 29015 Malaga, Spain (Company).

BACKGROUND

1. Licensor is the author and or owner of rights in the photos, vectors, icons, illustrations, PSD files, videos, tutorials including text and or video and or voice recordings, recordings or footings as defined in the table above 'Licensed Works'.
2. Licensor wishes to license the Rights (as defined below) to Company on the terms and conditions set out in this Agreement.

AGREED TERMS

License

1. Licensor hereby grants to the Company a world-wide, non-exclusive and transferable with right to assign or sub-license to third parties right and license ' License ' to use, reproduce, display, make available, distribute, market, promote, advertise, transform, make derivative works of, communicate to the public or any other exploitation of the Licensed Works (the "**Rights**") by any current or future media or means. The License is granted for the term set forth in Article 4. In addition, Licensor authorizes the Company to use its name in connection with the exploitation of the Rights.
2. Pursuant to the above License, Company shall have the right, but not the obligation, to license the Licensed Works to the users of Freepik, Flaticon, or any other service, as provided herein and in accordance with their respective terms of use and licenses. Terms of use and license in Freepik, Flaticon or any service made available from time to time by the Company, are deemed incorporated into this License by reference. Such licenses to users can be granted for up to the period of duration of the Rights as provided under any applicable law and, therefore, licenses issued by the Company to such users shall remain in full force and effect after termination or expiration of this License.
3. The Company will determine at its entire discretion which part of the Licensed Works will be made available to premium users (i.e. users who have purchased any subscription from the Company which remains active at the time the Licensed Works are licensed to them) of Freepik, Flaticon, or any other service, as provided herein and in accordance with their respective terms of use and licenses (the "**Premium Licensed Works**") and which part of the Licensed Works will be made generally available to the users of Freepik, Flaticon, or any other service, in accordance with their respective terms of use and licenses (the "**Non-Premium Licensed Works**"). The Company may inform the Licensor of the determination made for the Licensed Works in any manner it deems appropriate including without limitation by making part of the Licensed Works only available to premium users in the websites. The Company shall be entitled to alter the initial determination between Premium Licensed Works and Non-Premium Licensed Works at any time.
4. In case applicable Law permits it, Licensor irrevocably and unconditionally waives in favour of Company any and all moral rights in the Licensed Works Licensor may have.
5. Licensor agrees and declares that Company will be and remain at all times unrestricted in its freedom to exploit (in its discretion) all Rights as stated in the

License, whether through Freepik, Flaticon or any other mean, without any obligation to Licensor. Company is not obliged to use any Licensed Work in any specific manner or at all on the Freepik or Flaticon service and can remove it from such services for any reason at any time.

6. The Company shall be entitled to commercially exploit the Licensed Work in all media whether electronic or otherwise at any time and Licensor shall not be entitled to any further payment or royalty except for the Remuneration.
7. Licensor will execute or procure the execution of all such documents as may be reasonably necessary to achieve, perfect or confirm the License.

Licensor obligations

1. Licensor shall be responsible for all his/her own national insurance, personal insurance, social security, and any applicable tax (including without limitation any personal tax and value added tax), which may become due as a consequence of this Agreement. It is agreed that all income taxes applicable on payments effected by the Company to the Contributor shall be borne by the Contributor and will be deducted from any Royalties payable to the Contributor according to the terms of the present Agreement taking into account any Double Taxation Agreement that may be applicable in this case. Contributor agrees to cooperate with the Company and promptly provide the Company with documents or information evidencing Contributor's identity, nationality, residence or tax status as may be needed to determine, reduce or eliminate any applicable withholding or other tax, VAT, duty or levy of any nature. Contributor shall keep updated its tax registration and other information with the Company whenever there is a change in circumstances that could impact the taxation or delivery of royalty payments (i.e. changes of address, banking information, contact information, etc.).
2. Licensor undertakes that the Licensed Works shall not contain any material unlawful to use by Company under the License and shall not contain any third party copyright material or material subject to third party proprietary rights (including privacy and image rights and privacy rights over voice recordings), unless Licensor has been duly authorized from the relevant owner of rights or is otherwise legally entitled to use such material and to grant the License. The latter exception shall not apply to any Licensed Works which include the image or the voice of any individual, in which case, Licensor shall always have obtained prior written releases from the relevant individuals, a copy of which shall be provided to Company upon request. Licensor shall be responsible for obtaining and maintaining all required written authorizations, consent and releases necessary for the use and exploitation of the Licensed Works by Company in accordance with the License.
3. Licensor shall bear all costs relating to all participation and residual fees payable to third parties resulting from the use of the Licensed Works under the License, including all payments that may be required under collective bargaining. Licensor declares the use of the Licensed Works under the License is not subject to any fee or authorization by collecting societies.

Remuneration

1. In consideration of the License of Rights under this Agreement, Company shall pay (i) the Remuneration for the Premium Licensed Works corresponding to the number of downloads of the Premium Licensed Works as stated in the Specific Conditions; if the same user makes more than one download of the same Premium Licensed Work, only one download shall be counted for this purpose; and (ii) the Remuneration for the Non-Premium Licensed Works corresponding to Licensor for the number of downloads of each Non-Premium Licensed Work as stated in the Specific Conditions. if the same user makes more than one download of the same Non-Premium Licensed Work, only one download shall be counted for this purpose. Any payment will be conditional on receipt or production by the Company of a valid invoice complying with all applicable legal requirements. Licensor shall not be entitled to any further payment.
2. The Remuneration (for Premium Licensed Works and/or for Non-Premium Licensed Works) stated in the Specific Conditions may change with a one-month prior notice by the Company to Licensor. Any notification in the account of the Licensor for Freepik, Flaticon or any other service managed by Company shall be deemed as a notice for the purposes herein.
3. The Remuneration shall be paid as provided in 3.4 below to a Paypal/Skrill/Payoneer account or anyone of the payment services available. Licensor acknowledges and accepts that it shall have or open a Paypal/Skrill/Payoneer account for such purpose. Information about the accrued Remuneration shall be available in the Licensor management section of its account in Freepik, Flaticon or any other service managed by the Company (the "**Account**"). The minimum payment is US\$ 100 (although the Company may decide to reduce such amount at any time without prior notice). In case the remuneration accrued during any calendar month is less than US\$ 100, such Remuneration shall be brought forward to the following calendar month until the accumulative remuneration reaches US\$100. Licensor shall lose any rights to the accrued Remuneration which is under the minimum payment in any of the following circumstances: (i) if the Licensor requests the Company to close its/his/her Account; (ii) if the Company terminates this Agreement based on any breach by Licensor of the obligations set out in this Agreement; or (iii) if the Company decides (for whatever reason) to discontinue the service where the Licensed Works were available. Upon the occurrence of any of the above circumstances Licensor waives any right to make any claim against the Company for any accrued amount under the minimum payment.
4. With the aim of simplifying the invoicing procedure as allowed by VAT applicable regulations, the invoicing and payment shall be made as follows: Licensor hereby authorizes Company to issue, on Licensor's behalf, those invoices for the work developed and the rights licensed by Licensor to Company after the execution of this Agreement. Within the first ten days of each calendar month, reports on the Remuneration accrued by Licensor during the previous calendar month shall be available at the Licensor's Account. Company shall issue the invoice once the Licensor has accepted the report and the issuance of the invoice through its Account and the issued invoice shall become available for the Licensor in its Account. The invoices shall be issued as stated by applicable regulations. Invoices issued as stated herein shall be deemed accepted by Licensor in case it does not make any objection within 15 days after it is made

available. Company shall pay such invoices within one (1) month from the issuance date. Company may charge and Licensor shall pay any applicable taxes, as established by applicable regulations, and such taxes shall be stated in the invoice.

5. Company shall not reimburse to Licensor any expense, if any, incurred within the design, creation and development of the Licensed Works.
6. For the purposes of calculating the Remuneration, any downloads of the Premium Licensed Works or the Non-Premium Licensed Works corresponding to downloads which in the reasonable opinion of the Company supported by sufficient data: (i) are not the result of a genuine legitimate interest of a user; or (ii) are the result of any method which artificially increases the number of downloads, accesses or clicks over such Premium Licensed Works or Non-Premium Licensed Works (including without limitation the generation of downloads through any robots, spiders or any other mechanism, mobile application, program or tool); will be disregarded. If such practices are identified in relation to downloads of the Licensed Works, the Company shall be entitled to withhold any amounts due to the Licensor under this Agreement and will have the right to be indemnified for all damages suffered as a result thereof.

Term

1. The License shall commence on the date you accept this Agreement and shall remain in full force and effect for one (1) year after the first distribution of the Licensed Work in Freepik, Flaticon or any other service by the Company.
2. After the expiration date stated in the previous paragraph, the License shall be terminated at any time with the removal by Licensor of the Licensed Works from Freepik, Flaticon or any other service managed by the Company.

Warranties

1. Licensor warrants, represents and undertakes to Company that:
 1. Licensor is the original creator or the sole owner of or controls all of the legal title, rights and interest in the Licensed Works and has all necessary licenses, rights, consents and permissions which may be required for the granting of the License;
 2. The Licensed Works will comply with applicable laws and will not be offensive, defamatory or discriminatory nor contrary to public moral or order;
 3. The Licensed Works do not include any advertising or promotional materials of the Licensor or any third party;
 4. The Licensed Works do not include any viruses, spamclick robots, dialers, trojans, clickbots, adware or any fraudulent activity software;
 5. The Licensed Works must comply with the technical conditions and requirements set forth by the Company from time to time;
 6. Has full title and authority to enter into and perform this Agreement, and to grant the License, and is not bound by any previous agreement that adversely affects this Agreement;

7. Company's use and exploitation of the Licensed Works will not infringe any third-party intellectual property rights or any other third party rights, such as image or privacy rights;
 8. In case Licensor is not the original creator of the Licensed Work, Licensor has cleared all copyright and any other rights including all legal consents if required, and paid for any remuneration in respect of the exploitation of the Rights by the Company; and
 9. Licensor has not assigned, licensed, granted options over or otherwise encumbered any of the Licensed Works in any manner which may affect the License.
2. Licensor will defend, indemnify and keep Company harmless, from and against any and all liabilities, losses, damages, claims and expenses, including reasonable legal fees whether or not litigation is commenced and costs of investigation arising out or relating to a breach by Licensor of any of the above warranties, representations and undertakings, in particular, those derived from any claim or action made or brought by any person alleging that the License infringes the rights (including intellectual property rights, image rights or privacy rights) of any third party.

Licensor acknowledges that the warranty of legal title in the License and in the grant of the Rights is a condition of essence of this Agreement and any breach of the same shall cause irreparable and relevant damages to Company, including reputation damages, which Licensor shall have to indemnify.

Notwithstanding any legal action or right available to Company, in case of breach of the above warranties or any other provision of this Agreement, or if, in Company's opinion, there is a risk of any such breach, Company shall be entitled to withhold any Remuneration due to Licensor under this Agreement or any other agreement between the parties.

CONSEQUENCES OF LICENSOR COPYING THIRD PARTY MATERIALS OR CONTENT IN RELATION TO THE LICENSED WORKS.

WITHOUT PREJUDICE TO THE UNDERTAKINGS AND WARRANTIES OF LICENSOR IN FAVOUR OF THE COMPANY IN RELATION TO THE LICENSED WORKS AND THE RIGHTS UNDER CLAUSES 2 AND 5 ABOVE WHICH ARE NOT AFFECTED BY THIS PROVISION, IN THE EVENT OF ANY LICENSED WORKS OR THE RIGHTS BREACHING ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (BY COPYING, PLAGIARISM OR OTHERWISE) IMAGE OR PRIVACY RIGHTS, THE COMPANY SHALL BE ENTITLED TO TAKE IMMEDIATE LEGAL ACTION AGAINST LICENSOR TO RECOVER ANY TYPE OF DAMAGES SUFFERED BY THE COMPANY (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS AND ANY INDIRECT, CONSEQUENTIAL, OR REPUTATIONAL DAMAGES). LICENSOR ACKNOWLEDGES AND CONFIRMS IT IS AWARE THAT IN THE EVENT OF SUCH BREACH, LIABILITY COULD AMOUNT TO MILLIONS OF EUROS AND COULD EVEN IMPLY TO BE SENTENCED TO IMPRISONMENT.

LICENSOR UNDERTAKES TO DO EVERYTHING WHICH IS NECESSARY TO BE FULLY AND DULY INFORMED ABOUT WHAT CONSTITUTES A BREACH OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, IMAGE OR PRIVACY RIGHTS AND IF IN DOUBT IN RELATION TO ANY PART OF THE LICENSED WORKS OR THE RIGHTS (WHETHER ALREADY SENT OR NOT TO THE COMPANY) LICENSOR SHALL IMMEDIATELY INFORM

THE COMPANY WITH A VIEW TO GUARANTEE THAT ALL LICENSED WORKS AND THE RIGHTS ARE FREE FROM ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND DO NOT INFRINGE ANY THIRD PARTY'S IMAGE OR PRIVACY RIGHTS.

Confidentiality

1. Licensor will not (without the prior written consent of Company) communicate, disclose, publish or otherwise make available to any third party nor use itself or in conjunction with any third party, the License or any information in connection with this Agreement.

General

1. Failure by a party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any other occasion.
2. If any part, term or provision of this Agreement not being of a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. In case the illegal or unenforceable part, term or provision affects the License, this Agreement shall be interpreted with a view to provide the widest non-exclusive license of rights to the extent permitted by the applicable Law. Likewise, in case of any doubt, the License will be interpreted with a view to provide the widest non-exclusive license of rights to the extent permitted by the applicable Law.
3. This Agreement may only be modified if such modification is made in writing. This Agreement sets out all of the terms that have been previously agreed between the parties in relation to its subject matter, and supersedes all previous agreements between the parties relating to such subject matter.
4. According to data protection regulations, Licensor is hereby informed and authorizes the processing of its personal data by Company for the purposes of financial, accounting, tax and administrative management of this Agreement. Any right to access, modify, cancel or oppose to the processing of personal data can be exercised before the Company, in its condition as controller of the personal data processing, at the address mentioned at the beginning of this Agreement (more info [here](#)).
5. To the extent permitted under applicable law, Licensor waives any legal right it may have to receive prior information from the Company about the online contractual process to be followed to enter into this contract or to receive confirmation of the execution of the contract.
6. This Agreement shall be governed by and construed in accordance with Spanish law and the parties submit to the exclusive jurisdiction of the Courts of Málaga (Spain).

Basic information about Data Protection:

Data Controller Freepik Company, S.L.

Tax ID No. B93183366 Molina Lario 13, 5th floor, 29015 Malaga Spain.

Purpose Managing, executing and checking contract or agreement fulfillment.

Managing contract or collaboration agreement and/or transfer of usage rights.

Legal Basis Execution of a contract.

Recipient Your information will not be communicated to third parties outside the company, unless necessary for carrying out the work or professional activity of the corporation in order to fulfill the contract/agreement, or the fulfilling of a legal obligation. In such case, we will inform accurately of as many incidents as may happen.

In case Freepik Company detects a fraudulent use of the service by the collaborator, the information available could be sent to the appropriate legal organization, department or legal counselor, as well as, exceptionally, to Freepik Company's collaborator companies, with the objective of checking and verifying the fulfillment or breach of the collaboration contract/agreement.

Conservation Data is kept as long as necessary for the execution of the contract and to comply with legal obligations related to the Spanish legislation.

Rights You can request to access, rectify and erase your data, as well as exercise other rights, through your user profile or contacting the email: rpd@freepik.com. For more information, visit [Freepik Company Privacy Policy](#)