

Freepik Contributor License Terms

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These Contribution Terms govern the supply by the Contributor and the Contributor’s license to the Company for the use, exploitation and commercialization of Licensed Works. For the avoidance of doubt, the subject of this agreement is a license to the Company to distribute the Licensed Works as stated in these Contribution Terms.

By registering as a Contributor and submitting Licensed Works to Freepik, Flaticon or any other service managed by the Company, the Contributor agrees to all the terms in these Contributor Terms, without exception. These Contributor Terms shall apply to any Licensed Work uploaded by Contributor to Freepik, Flaticon or any other service managed by the Company during its term as established in section 5 below. Regarding the collection and processing of personal data, section 9 below and [the Privacy Policy](#) shall apply.

1. Registration

1.1. In order to upload and license the Licensed Works, the Contributor must register by creating a username and password and activating an account (the “**Account**”). To this end the Contributor must provide a valid email address at which the Contributor may receive notifications related to these Contributor Terms or the License (as defined below). If the Contributor is a legal entity or business, its username must be its full name or corporate name and the person registering on behalf of the legal entity or business declares that he/she is duly authorized to bind such legal entity or business and that such legal entity or business shall be bound to these Contributor Terms. The Contributor shall not have more than one active Account at any time without the written consent of the Company in each instance.

1.2. The Contributor agrees to provide the mandatory information which is required for registration and also acknowledges that such information is true, complete and up to date. It is the Contributor's responsibility to keep such information updated. Should the Contributor provide false, outdated or incomplete information, or should the Company have reason to suspect as such, the Company reserves the right to suspend or cancel the Contributor's Account.

1.3. The Contributor must protect and keep confidential the Account password without disclosing it to third parties. The Contributor must not allow third parties to use the Contributor's Account nor use the Account of another contributor.

1.4. The Contributor is responsible for all acts carried out through the Contributor's Account through any device. If the Contributor suspects that a third party is using its Account, it should immediately inform the Company.

The Company may suspend or cancel the Contributor's Account if it considers that the Contributor has breached these Contributor Terms.

2. License

2.1. By submitting or uploading any Licensed Works to the Company, the Contributor 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 section 5 of these Contributor Terms. In addition, the Contributor authorizes the Company to use its name in connection with the exploitation of the Rights.

2.2. The Contributor acknowledges that the Company shall freely decide the feasibility of each Licensed Work and the strategy for its distribution. 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 from the Company or a third party, 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 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. The Company reserves the right to change such terms of use at any time.

2.3 In addition, and without limitation to the right of the Company to decide the distribution of the Licensed Works, the Company will determine at its entire discretion

which 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 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**”). On a general basis, by submitting or uploading any Licensed Work, it will be considered as a Premium Licensed Work. Nonetheless, the Company may inform the Contributor of the determination made by the Company for the exploitation of 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 relevant service. The Company shall be entitled to alter the initial determination between Premium Licensed Works and Non-Premium Licensed Works at any time.

2.4. The Contributor understands, acknowledges, and agrees that (i) users of Licensed Works may not credit authors, and (ii) the Licensed Works may be modified and used in connection with any subject matter (in accordance with the terms of use and license of the relevant service).

2.5. To the maximum extent allowed by applicable Law, the Contributor irrevocably and unconditionally waives in favour of the Company any and all moral rights in the Licensed Works it may have. In the event such waiver is not allowed or is restricted, the Contributor agrees that it shall not exercise moral rights in any way in contradiction with the principles and terms of these Contributor Terms.

2.6. The Contributor agrees and declares that the 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 other obligation than those provided herein. Company is not obliged to use any Licensed Work in any specific manner or at all on the Freepik, Flaticon or other service and can remove it from such services for any reason at any time.

2.7. The Company shall be entitled to commercially exploit the Licensed Work in all media whether electronic or otherwise at any time and the Contributor shall not be entitled to any further payment or royalty except for the Remuneration (as defined in section 4).

2.8. The Contributor will execute or procure the execution of all such documents as may be reasonably necessary to achieve, perfect or confirm the License.

3. Undertakings

3.1. The Contributor shall be responsible for all its own national insurance, personal insurance, social security, and any applicable tax (including without limitation any personal or company tax and value added tax), which may become due because of the performance of these Contributor Terms. 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 remuneration payable to the Contributor according to these Contributor Terms taking into account any Double Taxation Agreement or any other tax regulations that may be applicable. The Contributor agrees to cooperate with the Company and promptly provide the Company with documents or information evidencing its 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. The 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 payments (i.e. changes of address, banking information, contact information, etc.).

3.2. The Contributor undertakes that the Licensed Works shall not contain any material unlawful to use, exploit or distribute by the Company under the License for any reason and shall not contain any third party copyright material or material subject to third party proprietary rights (including privacy and image rights), unless the Contributor 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 Work which includes the image, name or the voice of any individual, in which case, the Contributor shall always have obtained prior written releases from the relevant individuals. The Contributor shall be the only one responsible for obtaining and maintaining all required written authorizations, consents and releases necessary for the use, exploitation and distribution of the Licensed Works by the Company in accordance with the License, a copy of which shall be provided to Company upon request.

3.3. The Contributor shall bear all costs relating to all participation and residual fees payable to third parties resulting from the use, exploitation, or distribution of the Licensed Works under the License, including all payments that may be required under collective bargaining. The Contributor declares that the use, exploitation, or distribution of the Licensed Works under the License is not subject to any fee or authorization by collecting societies.

4. Remuneration

4.1. The remuneration for the License of Rights ("**Remuneration**") shall follow the following rules:

- a) The Remuneration for Licensed Works distributed as Premium Licensed Works shall consist of fifty percent (50%) of the net revenue generated to the Company by each download of the Licensed Work.
- b) As most Licensed Work shall be distributed as Premium Licensed Works, in the exceptional case that a Licensed Work should be distributed as Non-Premium Licensed Works, the Remuneration shall be discussed with the Contributor.

4.2. In consideration of the License of Rights under these Contributor Terms, the Company shall pay (i) the Remuneration for the Premium Licensed Works corresponding to the number of downloads of the Premium Licensed Work as described in section 4.1; and (ii) the Remuneration for the Non-Premium Licensed Works corresponding to the Contributor for the number of downloads of each Non-Premium Licensed Work as described in section 4.1. If the same user makes more than one download of the same 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, as provided below. The Contributor shall not be entitled to any further payment.

4.3. 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 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.

4.4. The conditions of the Remuneration (for Premium Licensed Works and/or for Non-Premium Licensed Works) stated in section 4.1 may change with a one-month prior notice by the Company to the Contributor. Any notification in the Contributor's Account shall be deemed as a notice for the purposes herein. Continuing to submit or upload Licensed Works, not removing Licensed Works after the above one-month period or accepting further invoices, is deemed as an acceptance by the Contributor of the changes in the Remuneration.

4.5. The Remuneration shall be paid as provided in section 4.6 below to a Paypal/Payoneer account or any of the payment services available from time to time. The Contributor acknowledges and accepts that it shall have or open a Paypal/Payoneer account for such purpose. Information about the accrued Remuneration shall be available in the management section of the Contributor's 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.

4.6. If the Company makes an overpayment for any reason, the Company shall have the right to deduct the amount of such overpayment from any other Remuneration or to demand its immediate repayment. In addition, the Company is entitled to deduct refunds and chargebacks from the accrued Remunerations.

4.7. The Contributor shall lose any rights to the accrued Remuneration which is under the minimum payment in any of the following circumstances: (i) if the Contributor requests the Company to close the Contributor's Account or terminates these Contributor Terms in accordance with Section 5; (ii) if the Company terminates these Contributor Terms based on any breach by the Contributor of the obligations set out herein; or (iii) if the Company decides (for whatever reason) to discontinue the service where the Licensed Works are distributed. Upon the occurrence of any of the above circumstances, the Contributor waives any right to make any claim against the Company for any accrued amount under the minimum payment.

4.8. With the aim of simplifying the invoicing procedure and as allowed by VAT applicable regulations, the invoicing and payment shall be made as follows: the Contributor hereby authorizes the Company to issue, on its behalf, those invoices for the License of the Rights by the Contributor to the Company. Within the first ten (10) days of each calendar month, reports on the Remuneration accrued by the Contributor during the previous calendar month shall be available at management section of the Contributor's Account, together with a proforma invoice according to such report. Reports provided as stated herein shall be deemed accepted by the Contributor in case it does not make any objection within fifteen (15) days after the report is available. The Company shall issue the invoice once the Contributor has accepted the proforma invoice through the Contributor's Account and such invoice shall become available for the Contributor in the Contributor's Account. The invoices shall be issued as stated by applicable regulations. The Company shall pay invoices within one (1) month from the issuance date. The Company may charge and the Contributor shall pay any applicable taxes, as established by applicable regulations, and such taxes shall be stated in the invoice.

4.9. Company shall not reimburse to the Contributor any expense, if any, incurred within the design, creation and development of the Licensed Works, even if carried out under the direction and instructions of the Company.

4.10. 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 an 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 Contributor under these Contributor Terms, be refunded for any amounts already paid to the Contributor and be indemnified by the Contributor for all damages suffered as a result thereof.

5. Term

5.1. These Contributor Terms enter into force from registration of the Contributor in the Contributor's Account and each License shall commence on the date on which the Licensed Work is submitted to the Company as set forth in section 2.1 above, and both the Contributor Terms and the Licenses shall remain in full force and effect indefinitely until termination as set forth herein.

5.2. The Contributor may terminate these Contributor Terms at any time. The Company will use reasonable efforts to have the Licensed Works of the Contributor removed from Freepik, Flaticon, or any other service managed by the Company within 90 days from the receipt of the termination written notice from the Contributor. Until such removal of the Licensed Works, these Contributor Terms and the Licenses shall continue to be in force and the users may continue to obtain new licenses to the Licensed Works. Upon removal of all Licensed Works, these Contributor Terms and the Licenses shall be deemed terminated.

5.3. The Company may terminate these Contributor Terms or any License, remove any Licensed Work, or suspend the Contributor's Account, without prior notice, for any reasonable cause that implies an undermining of the Company's or third party's interests. The Company will have no additional payment obligation to the Contributor if it terminates these Contributor Terms or any License for cause (e.g. any breach of these Contributor Terms). As way of example and without limitation, the Contributor shall not:

- a) download Licensed Works for the purpose of artificially inflating the number of downloads of Licensed Works or for the primary purpose of artificially triggering payment;
- b) partake in any conduct or action that could damage the image, interests or rights of Freepik, Flaticon, or any other service managed by the Company or third parties;
- c) sell the Contributor's Account to a third party or allow, in any way, a third party to use an benefit from the Contributor's Account, without the Company's consent;
- d) carry out any action that may damage, make unavailable, overload, deteriorate or impede the ordinary use of Freepik, Flaticon, or any other service managed by

the Company, which may impact the security of them, or which may in any way interfere with the services offered by them; or

- e) breach any of these Contributor Terms or any other agreement with the Company.

5.4. After termination of these Contributor Terms, any licenses to a Licensed Work granted to the users as provided in section 2.2 prior to the removal of that Licensed Work will survive. The Company may continue to use the Licensed Work solely for internal archival and reference purposes.

6. Warranties

6.1. The Contributor represents, warrants, and undertakes to the Company that:

- a) The Contributor is the original author or creator or the sole owner of or controls all the legal title, rights and interest in the Rights and have all necessary licenses, rights, consents and permissions which may be required for the granting of the License;
- b) The Licensed Works will comply with applicable laws and will not be offensive, defamatory, or discriminatory nor contrary to public moral or order;
- c) The Licensed Works do not include any advertising or promotional materials of you or any third party;
- d) The Licensed Works do not include any viruses, spamclick robots, dialers, trojans, clickbots, adware or any fraudulent activity software;
- e) The Licensed Works must comply with the technical conditions and requirements set forth by the Company from time to time;
- f) The Contributor has full title and authority to enter into and perform these Contributor Terms, and to grant the License, and is not bound by any previous agreement that adversely affects these Contributor Terms;
- g) The Company's use, exploitation and distribution of the Rights, and the use of the Licensed Works by the users to which a license is granted through the distribution of the Licensed Works in accordance with these Contributor Terms, will not infringe any third party intellectual property rights or any other third party rights, such as image or privacy rights;
- h) In case the Contributor is not the original author or creator of the Licensed Work, the Contributor 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;

- i) There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Licensed Work or which might in any way impair the Rights granted by the Contributor hereunder. In the event that such a threat arises after the License has been granted, the Contributor shall notify the Company as promptly as possible, and the Company may proceed in accordance with these Contributor Terms;
- j) The Contributor has not assigned, licensed, granted options over or otherwise encumbered any of the Rights in any manner which may affect the License; and
- k) The Contributor grants the Company the right to enforce its Rights and Licenses against infringers, but the latter has no obligation to do so. The Company is not liable for non-compliance with the terms or licenses granted by a user or for misuse by any third party.

6.2. The Contributor will defend, indemnify and keep the 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 the Contributor of any of the above warranties, representations and undertakings or from any obligation under these Contributor Terms, 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.

The Contributor acknowledges that the warranty of legal title in the License and in the grant of the Rights is a condition of essence of these Contributor Terms and any breach of the same shall cause irreparable and relevant damages to Company, including reputation damages, which the Contributor 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 these Contributor Terms, or if, in the Company's opinion, there is a risk of any such breach, the Company shall be entitled to withhold any Remuneration due to the Contributor under these Contributor Terms or any other agreement between the parties.

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

WITHOUT PREJUDICE TO THE CONTRIBUTOR'S UNDERTAKINGS AND WARRANTIES IN FAVOUR OF THE COMPANY IN RELATION TO THE LICENSED WORKS AND THE

RIGHTS UNDER THESE CONTRIBUTOR TERMS 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 THE CONTRIBUTOR TO RECOVER ANY TYPE OF DAMAGES SUFFERED BY THE COMPANY (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS AND ANY INDIRECT, CONSEQUENTIAL, OR REPUTATIONAL DAMAGES). THE CONTRIBUTOR ACKNOWLEDGES AND CONFIRMS THAT 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.

THE CONTRIBUTOR 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) THE CONTRIBUTOR 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.

8. General

8.1. The Company may freely assign these Contributor Terms and/or the Licenses in part or in full to any affiliate, subsidiary, parent or group company, provided the assignee assumes full responsibility for the Company's assigned rights and responsibilities.

8.2. Failure by a party to exercise or enforce any right conferred by these Contributor Terms 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.

8.3. If any part, term or provision of these Contributor Terms is held illegal or unenforceable, the validity or enforceability of the remainder of these Contributor Terms shall not be affected. In case the illegal or unenforceable part, term or provision affects the License, these Contributor Terms 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.

8.4. The Company reserves the right to modify these Contributor Terms at any time in its sole discretion. Company will notify the Company of any such change by an announcement on the Contributor's login page, on the Account and/or by other means to provide the Contributor the opportunity to review the modifications before they

become effective. Modifications to these Contributor Terms will not apply retroactively. The Contributor agrees to be bound to such changes. If the Contributor does not agree with any of the changes, the Contributor may terminate the Contributor Terms or the Licenses pursuant to Section 5.2. By continuing to submit or upload Licensed Works, by not terminating these Contributor Terms or the Licenses within the relevant period or by accepting further invoices, it is deemed that the Contributor agrees to the modifications of these Contributor Terms.

8.5. The relationship between the Contributor and the Company under these Contributor Terms is that of independent contractors. For clarification purposes, both are not joint ventures, partners, principal and agent, or employer and employee.

8.6. These Contributor Terms 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).

9. Basic information about Data Protection:

Data	Freepik Company, S.L.U.
Controller	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](#)