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Figma Legal

The information provided here is for Figma customers and users who have questions about our terms, policies, intellectual property, and compliance.

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Last updated: June 10, 2020

These Terms of Service (these "**Terms**") are entered into between you and Figma, Inc. ("**Figma**"), and govern your access to and use of websites owned or operated by Figma ("**Websites**"), and Figma offerings provided under Starter and Professional plans (the "**Figma Platform**") (Websites, the Figma Platform, and Figma's published documentation found at <https://help.figma.com/hc/en-us> (the "**Documentation**") are collectively referred to as the "**Services**"). If you are purchasing an Organization or Enterprise plan please refer to the Figma Software Services Agreement.

By indicating your acceptance of these Terms or by using the Services, you agree to be bound by these Terms. If you are accessing or using the Services on behalf of an entity (such as your employer), then you agree to these Terms on behalf of yourself and that entity, you represent that you are authorized to accept these Terms on behalf of that entity, and all references to "you" and "your" reference that entity. If you do not have the authority to bind such entity or do not agree with these Terms, you (and the entity) are not authorized to access or use the Figma Platform.

ARBITRATION NOTICE
WITHIN 30 DAYS OF THE DATE OF YOUR LAST USE OF THE SERVICES, YOU AGREE TO RESOLVE ANY DISPUTE, INCLUDING ANY DISPUTE ABOUT THE TERMS OF THESE TERMS OF SERVICE, BY FOLLOWING THE ONLINE DISPUTE RESOLUTION PROCESS AVAILABLE AT <https://www.adr.com> ("DISPUTE RESOLUTION PROCESS") WITH LIMITED EXCEPTIONS. YOU AGREE TO WAIVE YOUR RIGHT TO BRING A LAWSUIT AGAINST FIGMA, INC. OR ANY OF ITS AFFILIATES, AGENTS, OR REPRESENTATIVES, OR TO PARTICIPATE IN A CLASS ACTION, AND TO WAIVE YOUR RIGHT TO JURY TRIAL, BY ENTERING INTO THESE TERMS OF SERVICE.

BY ENTERING INTO THESE TERMS OF SERVICE, YOU AGREE TO WAIVE THE RIGHT TO BRING A LAWSUIT AGAINST FIGMA, INC. OR ANY OF ITS AFFILIATES, AGENTS, OR REPRESENTATIVES, OR TO PARTICIPATE IN A CLASS ACTION, AND TO WAIVE YOUR RIGHT TO JURY TRIAL.

1. Figma Obligation

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applicable, Authorized Users) to access and use the Services for your internal business or personal purposes, depending on your account type. If you have a free account you may use the Services for business or personal purposes, but paid accounts are for business use only.

"Authorized User" means employees, contractors, and other persons associated with you who access or use the Figma Platform through your account.

1.2. Data Protection. Figma implements and maintains physical, technical, and administrative security measures designed to protect the applications and materials that you (or your Authorized Users) develop on or upload to the Services ("**Customer Content**") from unauthorized access, use, or disclosure. The data processing addendum available at www.figma.com/dpa is incorporated into these Terms. Any categories of personal data or processing operations that are not set out in Figma's Data Processing Addendum will be processed and protected by Figma in accordance with Figma's Privacy Policy found at www.figma.com/privacy.

1.3. Non-Figma Resources. Applications and materials that are developed or provided by a party other than Figma, including design files, plugins, components, integrations, and code ("**Resources**") are not part of the Services developed by Figma. Those that are shared or used with the Services are governed by the Product-Specific Terms of Service.

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2. Service Terms

2.1. Who may use the Services. You must be of legal age to enter into these Terms and be subject to the laws and regulations in your country.



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to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services (except to the extent that such a restriction is impermissible under applicable law); (ii) provide, sell, resell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Services; (iii) copy, modify, create derivative works of, or remove proprietary notices from the Services; or (iv) use the Services in jurisdictions that are embargoed or designated as supporting terrorist activities by the United States Government or whose laws do not permit engaging in business with Figma or use of the Services.

2.3. Acceptable Use Policy. You will comply with Figma's Acceptable Use Policy available at www.figma.com/aup.

2.4. Account Management.

(a) As part of the registration process, you will appoint one or more administrative users for your Figma account. Each administrative user has the capacity, and you hereby confirm they have the authority, to manage your Figma account, add or remove users, approve purchases, and take binding action relating to the Services and these Terms on your behalf.

(b) Each Authorized User is responsible for all activity on the part of your Authorized User to which it is issued. And you will ensure your Authorized User is responsible for all activity on the part of your Authorized User.

(c) You will provide access to your Figma account (including the list of domain names) for purposes of control for purposes of accuracy and completeness of control over your Authorized User and confidentiality of user information.

using two-factor authentication ("2FA"), which is known to reduce the

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losses, or liability would have been prevented by the use of 2FA.

2.5. Customer Content. You authorize Figma and its service providers to use Customer Content for the sole purpose of providing the Services and performing activities contemplated by these Terms (such as maintaining, securing, debugging, and otherwise performing quality control for the Services). Also, the Figma AI terms (available at figma.com/legal/ai-terms, last updated May 2, 2025) explain certain AI-related settings that apply to Customer Content, and how to control those settings.

2.6. Feedback. You may voluntarily provide Figma feedback, comments, or suggestions concerning the Services (collectively, "**Feedback**"). To the extent you provide Feedback, you hereby grant Figma the right to use such Feedback to maintain, improve, and enhance Figma's products and services.

2.7. Usage Data. Figma will have the right to collect and analyze data and other information relating to the access, use, and performance of the Services ("**Usage Data**") and Figma will be free (during and after the Term) to use Usage Data in de-identified and aggregated form to maintain, improve, and enhance Figma's products and services. Examples of Usage Data include, but are not limited to, device data, and usage information. Because Usage Data is collected many times it is accessed by many users, it may include Customer Content itself.

2.8. Reservation of Rights. Notwithstanding to whom title, right, title, and interest in the Services are assigned, title, and interest in the Services and the intellectual property rights reserved, and no license or other right will be implied under these Terms.

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3.2. Renewals. YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A MONTHLY OR ANNUAL BASIS AS APPLICABLE, AT THE THEN-CURRENT RATE AND SEAT QUANTITY IN YOUR ACCOUNT ON YOUR RENEWAL DATE, UNLESS YOU CANCEL IT.

3.3. Cancellation. You may elect not to renew a subscription by giving notice of cancellation to Figma at the end of your subscription term. Your subscription will automatically renew on a monthly or annual basis as applicable, at the then-current rate and seat quantity in your account on your renewal date, unless you cancel it. Figma account settings for automatic renewal. Your cancellation will take effect at the end of your subscription term.

3.4. Authorization for payment. When you purchase a subscription, you authorize Figma (via Figma's third-party payment processor) to use the payment method you provide for subscription renewals, and to bill you for your subscription fees on the Figma Platform (such as the Figma Pro Plan). You warrant that you have the authority to provide to Figma. You agree to pay the subscription charges, finance charges, overdraft charges, and any other fees you

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Figma may have. Figma may periodically authorize your payment method in anticipation of applicable fees or related charges.

3.5. Credits & Refunds. Unless otherwise specified in these Terms, fees paid are non-refundable and quantities purchased cannot be decreased during the relevant subscription term. Any credits provided by Figma expire after 1 year, unless otherwise specified by Figma at the time of issuance.

3.6. Changes to Pricing. Figma reserves the right to change its fees at any time. Changes to pricing that apply to an existing recurring subscription will take effect at the next order or renewal unless either party elects to not renew or Figma specifies otherwise. If Figma specifies that modifications will become effective during a then-current subscription term and Customer objects, Customer may terminate the remainder of the then-current subscription term for the affected Figma offering as its exclusive remedy. To exercise this right, Customer must notify Figma of its termination under this Section 3.6 within 30 days of the modification notice, and Figma will refund any pre-paid fees for the terminated portion of the applicable subscription term. Notice of pricing changes may be provided via email or through the Figma Platform.

3.7. Taxes. Subscription is the responsibility of the party responsible for the payment (including any penalties) in connection with the subscription. For you, sales tax, value-added, GST, per cent, and similar taxes or duties. income taxes, employment

3.8. Withholding. All payments made by you under these Terms will exclude any withholding (including income taxes). If, by law, you will pay such a net amount received by

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obtain, reduce, or eliminate any necessary withholding, deduction, or royalty tax exemptions where applicable.

4. Confidentiality.

4.1. Confidential Information. Figma (the "**Discloser**") has disclosed or may disclose proprietary or non-public business, technical, financial, or other information ("**Confidential Information**") to you (the "**Recipient**"). Our Confidential Information expressly includes non-public information regarding features, functionality, and performance of the Services, including security related information.

4.2. Obligations. The Recipient will use the Discloser's Confidential Information only for the purpose of evaluating whether or not to use (or continue to use) the Services. The Recipient will not disclose the Discloser's Confidential Information to parties other than the Recipient's employees, contractors, affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The Recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those of the Discloser. The Recipient may disclose Confidential Information to its Representatives, provided that the Recipient directs by Discloser; or (b) for the purpose of the process, provided that the Recipient makes good faith efforts to (i) promptly notify the Discloser of such disclosure, (ii) make good faith efforts to ensure that the Confidential Information is not further disclosed, (iii) make good faith efforts to ensure that the Confidential Information is not used for any purpose other than the purpose for which it was disclosed, and (iv) make good faith efforts to ensure that the Confidential Information is not used in any way that would be detrimental to the Discloser. The Recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those of the Discloser.

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5. Warranties and Representations

5.1. Mutual Warranties

Each party warrants to the other that: (a) the party does not violate the terms of this Agreement, and (b) the party is not a party to any other agreement which it is a party or by which it is otherwise bound or required to perform its obligations under this Agreement.



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5.2. Figma Warranties. Figma represents and warrants to you during the applicable subscription term that: (a) Figma will provide access to the Figma Platform and any applicable support services in substantive conformity with the Documentation; and (b) Figma will employ applicable industry standard measures to protect the Figma Platform, in the form provided to you by Figma, against software viruses, Trojan horses, worms, or other similar malicious programs or code.

5.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 5, THE PARTIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATING TO THIS AGREEMENT. FIGMA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NON-FIGMA RESOURCES ARE PROVIDED BY THIRD PARTIES, NOT FIGMA, AND ANY USE OF NON-FIGMA RESOURCES IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER. FIGMA DOES NOT WARRANT OR SUPPORT, AND WILL NOT HAVE ANY RESPONSIBILITY FOR, ANY DAMAGE TO OR LOSS OF NON-FIGMA RESOURCES.

6. Indemnity.

6.1 You will indemnify, hold Figma from any third party damages, losses, and costs, including reasonable attorneys' fees, for any claim or damages caused by or resulting from Customer Content; or

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WARRANTY, OR ANY OTHER THEORY OF LIABILITY), WILL FIGMA, ITS AFFILIATES AND ITS OR THEIR CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS (COLLECTIVELY, ITS "**PARTY REPRESENTATIVES**"), BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR THE INABILITY TO USE THE SERVICES, EVEN IF FIGMA OR ITS PARTY REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. LIMITATION ON AMOUNT OF LIABILITY. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR ANY OTHER THEORY OF LIABILITY), WILL THE TOTAL LIABILITY OF FIGMA, ITS AFFILIATES, AND ITS OR THEIR PARTY REPRESENTATIVES FOR ANY AND ALL DAMAGES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR THE INABILITY TO USE THE SERVICES, EXCEED, THE GREATER OF: (a) \$100; OR (b) THE SUBSCRIPTION FEES PAID BY YOU TO FIGMA FOR THE SERVICE, IN THE EVENT GIVING RISE TO SUCH DAMAGES.

7.3. IN GENERAL. EACH PARTY HERETO PROVIDES FOR A LIMITED REMEDY FOR ANY VIOLATION OF THE WARRANTIES, OR EXCEEDS THE LIMITS OF THE DAMAGES, RISKS RELATING TO THE USE OF THE SERVICES, OR ALLOCATION IS REFLECTED IN THE PRICES OF THE SERVICES AND IS AN ESSENTIAL PART OF THE AGREEMENT BETWEEN THE PARTIES. THE LIMITATION IS SEVERABLE AND INDISPENSIBLE TO THESE TERMS. THE LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

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Services and will continue in full force and effect until: (a) if you are a paid subscriber to the Figma Platform, the termination, discontinuation, or cancellation of your subscription; or (b) if you are using a free Figma Platform offering, when your account is deleted or terminated. For Services visitors who do not have an account with Figma, these Terms apply to any period of time you are accessing or using the applicable Services.

8.2. Termination.

(a) Figma may terminate your access to and use of the Services, at Figma's sole discretion, at any time and without notice or liability to you, but if Figma cancels your subscription and the termination is not due to your breach of these Terms, Figma will provide you a pro rata refund of pre-paid unused fees unless, in our reasonable discretion, Figma is not legally permitted to do so (in which case any refund rights are null and void).

(b) Upon any termination, discontinuation, or cancellation of Services or your Figma account, the following provisions of these Terms will survive: Service Terms, Billing (to the extent you owe any fees at the time of termination, discontinuation, or cancellation), Confidentiality provisions related to User Content, Warranties and Disclaimer, Termination; and the Most Favored Nation Clause. Upon any termination, to the extent you have not made all Customer Content available for electronic retrieval for download, we may delete any stored Customer Content upon termination of the Services (without your Control), you lose all rights in the Customer Content. Figma may immediately delete any Customer Content, and immediately delete any Customer Content from the Figma Platform.

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policies or agreements referenced in these Terms) at any time. Figma will post the most current version of these Terms on www.figma.com. Figma will endeavor to provide you with reasonable advance notice of any change to the Terms that, in our sole determination, materially affects your rights or your use of the Services. Figma may provide you this notice through the Figma Platform, on Figma's website, and/or by email to the email address associated with your account. By continuing to use the Services after any revised Terms become effective, you agree to be bound by the new Terms.

9.2. Changes to the Services. Figma may, in its sole discretion, add, change, or remove features or functionality of the Services; modify or introduce limitations to storage or other features; or discontinue the Services altogether at any time without notice. If you are on a paid subscription and Figma discontinues the Services you are using during your subscription, Figma will (a) migrate or make available to you a substantially similar service provided by Figma (if commercially reasonable for Figma to do so), or (b) if not, then Figma will provide you a pro-rata refund of fees prepaid for the remaining period of your subscription.

9.3. Product-Specific Terms

Product-Specific Terms, including beta features, free trials, and other special offers, are incorporated into these Terms. These terms apply if you (including your Authorized Users) use the "Product-Specific Terms" link on www.figma.com/product.

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9.4. Force Majeure. Figma is not in breach of or default under these Terms if its performance is prevented, hindered, or delayed by a condition beyond its reasonable control, including but not limited to, commercially reasonable efforts to prevent or mitigate non-performance. If Figma is prohibited from providing you or your Authorized Users with the



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9.5. Notices. Any notices or other communications provided by Figma under these Terms, including those regarding modifications to these Terms, will be given by Figma through the Figma Platform, on Figma's website, and/or by email to the email address associated with your account.

9.6. Severability. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms and it is the intent and agreement of the parties that these Terms will be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective.

9.7. Assignment. These Terms (and your access to any of the Services) are not assignable or transferable by you without Figma's prior written consent. Any purported assignment in violation of this section is null and void.

9.8. Service Providers. For the avoidance of doubt, Figma may engage third party service providers to support its performance of these Terms (including the subprocessors used in connection with the Services and/or processors). Nevertheless, Figma will ensure that all such service providers comply with this Agreement.

9.9. No Partnership. No partnership, joint venture, or other employment is created by these Terms, and no authority of any kind is granted whatsoever.

9.10. Governing Law. These Terms shall be governed by the laws relating to the Terms which apply in the State of California without regard to the Federal Arbitration Act and the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

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to these terms, your use or contemplated use of the services, or any aspect of your relationship or transactions with Figma (each, a "**Claim**") in binding arbitration instead of court, except that either party may bring suit in court to enjoin the infringement or other misuse of intellectual property rights. For purposes of Section 9.11, a Claim includes disputes arising before the effective date of these Terms. The arbitrator will have the exclusive authority to resolve all threshold arbitrability issues, including whether these Terms are applicable, unconscionable, or enforceable, as well as any defense to arbitration.

What is arbitration?

Arbitration does not involve a judge or jury. Instead, a neutral person (the "**arbitrator**") hears each party's side of the dispute and makes a decision that is finally binding on both parties. The arbitrator can award the same relief as a court could, including monetary damages. While court review of an arbitration award is limited, if a party fails to comply with the arbitrator's decision, then the other party can have the arbitration decision enforced by a court.

Can a Claim be part of a class action or similar proceeding?

NO. YOU AGREE TO RESOLVE ANY DISPUTE, INCLUDING ANY DISPUTE ON AN INDIVIDUAL BASIS OR AS A REPRESENTATIVE, OR TO JOIN OR DO THE SAME, WHETHER YOU INITIATE IT OR ACCORDINGLY, UNLESS BOTH YOU AND FIGMA BOTH ARE WAIVING THE RIGHT TO HAVE A DISPUTE RESOLVED BY A COURT OR REPRESENTATIVE OR

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How do I start an arbitration?

We want to address Claims as soon as possible. When you initiate arbitration, you must submit a Claim in writing at least 30 days before you start arbitration. If you have a Claim against Figma, you agree to send an



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("Pre-Arbitration Letter") to legal@figma.com, 760 Market St, Floor 10, San Francisco, CA 94102. If Figma requests arbitration against you then Figma will give you notice at the email address or street address you provided. A Pre-Arbitration Letter sent on behalf of multiple individuals is invalid as to all. If the Claim is not resolved within 60 days from either your or Figma's receipt of the Pre-Arbitration Letter, a formal arbitration can be brought.

What rules apply in the arbitration?

The arbitration will be conducted by National Arbitration and Mediation ("**NAM**") under its operative Comprehensive Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/resources/rules-fees-forms>. Fees and costs will be allocated in accordance with the applicable NAM rules, unless the arbitrator finds a Claim frivolous, in which case the party bringing the Claim is responsible for reimbursing the other party for its administrative, hearing, and/or other fees incurred as a result of the frivolous Claim. If NAM is not available to arbitrate, the parties will select an alternative arbitration provider.

The arbitration may be conducted in writing, remotely (e.g., by videoconference), in San Francisco, California, or at some other location that the arbitrator determines to be appropriate.

INSTRUCTIONS FOR OPT-OUT

If you don't want to agree to arbitration, then you can opt-out of your decision in writing to legal@figma.com, 760 Market St, Floor 10, San Francisco, CA 94102, your name, mailing address, and a statement that you are opting out of the arbitration notice that purports to bind you as to all such parties. Notice may effectuate an opt-out.

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DISPUTE RESOLUTION IN THE ABSENCE OF ARBITRATION

The sole jurisdiction and venue for any Claims that are not handled by arbitration will be the state and U.S. federal courts located in San Francisco, California, and both parties consent to the jurisdiction of such courts.

9.12. Export Control. The Figma Platform and your use thereof is subject to export control and economic sanctions laws and regulations (collectively, "**Export Controls**"), including the U.S. Export Administration Regulations, the laws, statutes, regulations, rules, and executive orders administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"). Figma and you each represents that it is not on (or owned or controlled by any person identified on) the OFAC Specially Designated Nationals and Blocked Persons List or any other list of prohibited or restricted parties promulgated under Export Controls. You must comply with all applicable Export Controls in your access to and use of the Figma Platform and Customer Content. You will not access or use the Figma Platform, export, re-export, distribute, assign, or otherwise engage in any transaction relating to the Figma Platform or any Customer Content in violation of Export Controls. For the avoidance of doubt, Figma may take measures to ensure compliance with its obligations, including suspending access to the Figma Platform or blocking the relevant content.

9.13. Anti-Corruption. Figma and you each represents that it is not a party to, and will not enter into, any illegal or improper bribery or kickback arrangement with an employee or agent of Figma or you in connection with this Agreement. Reasonable measures will be taken to ensure the ordinary course of business.

9.14. Government Use. Figma and you each represents that you are entering into this Agreement for a government or public sector purpose, and that you are entering into this Agreement in compliance with applicable public procurement laws and regulations. If you are a U.S.

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9.15. Patent Assertion Entities. If you are a Patent Assertion Entity or are acting on behalf of, or for the benefit of a Patent Assertion Entity, you will not assert, or authorize, assist, encourage, or enable any third party to assert, any claim, or pursue any actions, suits, proceedings, or demands, against Figma or its affiliates, or to claim that Figma or its affiliates infringe, misappropriate, or violate any intellectual property rights (including patent rights) of Figma or its affiliates, or referred to as a 'non-practicing' entity, or that Figma or its affiliates seeks to derive a significant portion of its revenue from the assertion of patent rights, or that Figma or its affiliates is controlled by, or is under the control of, or is owned by, or is in (a).

9.16. Trademark Guidelines. You may use the Figma logo, or use of words, logos, graphics, or other marks to identify Figma as the source of the software. You may use the Figma Trademark Guidelines available at [figma.com/legal/trademark-guidelines](#).

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9.18. Entire Agreement. These Terms supersede all other agreements between the parties relating to its subject matter. In the event of any conflict among any online orders, any Product-Specific Terms, and these Terms, the order of precedence will be: (a) the Product-Specific Terms; (b) these Terms; and (c) the orders (from newest to oldest) unless such order expressly overrides the foregoing terms. The parties agree that any terms and conditions stated in a customer purchase order or other customer ordering documentation (including any vendor management portal) are void.

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Figma



PRODUCT

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Dev Mode

FigJam

Figma Slides

Figma Draw NEW

Figma Buzz BETA

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