



Figma Legal

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

Legal overview



Customer and User Agreements



Software Services Agreement ↗

Terms of Service

Data Processing Addendum ↗

Figma AI Terms

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Policies, Notices and Guidelines



Privacy and Data Protection



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Terms of Service

Effective Date
August 15, 2024

See all versions

August

Welcome to the Figma, Inc. ("**Figma**", "**us**" "**we**" or "**our**") website. Please read these Terms of Service (the "**Terms**") carefully because they govern your use of our websites including figma.com, figma.com/community ("**Figma Community**"), designsystems.com and any other websites that we may later own or operate (each, a "**Site**," and collectively, the "**Sites**," our mobile and desktop applications ("**Apps**"), our application program interfaces ("**APIs**," our software development kits ("**SDKs**") and our collaboration tools and other products we may later own or operate (collectively, with the Sites, Apps, APIs, and SDKs, the "**Services**," and the Figma Community is our Site where Figma users can share and sell resources ("**Community Resources**") with other users. Figma Community is one of the Services we provide, but Community Resources, which are created by users, are not part of the Services we provide and are instead governed by your terms with the creator ("**Community Creator**") of the Community Resource.

ARBITRATION NOTICE: UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE "DISPUTE RESOLUTION" SECTION BELOW, THESE TERMS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION SOLELY ON AN INDIVIDUAL BASIS, AND NOT A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

1. Agreement to these Terms

By using the Services, you agree to be bound by these Terms. If you are accessing the Services on behalf of a company (such as your employer) or other legal entity, you warrant that you have the authority to bind that company or other legal entity to the Terms. In that case, "you" and "your" will refer to that company or other legal entity.

2. Changes to the Terms or Services

We may modify the Terms at any time, at our sole discretion. If we do so, we will let you either by posting the modified Terms on the Site or through other communications. If you continue to use the Services, including by keeping your files on the Services, after you are indicating that you agree to the modified Terms. We may also change or discontinue any part of the Services, at any time and without notice or liability, at our sole discretion.

3. Service Terms

3.1. Who may use the Services. You may only use the Services if you are old enough (by yourself and not by a parent or guardian) to share your data under applicable law: you must be 13 years or older under most United States' law, or 16 years or older under European Union law. If you are using Figma Community, you must be at least 16 years old.

3.2. Use Restrictions. Except as otherwise expressly authorized in these Terms, you will ensure your employees, contractors, and other persons associated with your Figma account ("Authorized Users") do not, and will not encourage or assist third parties to: (i) reverse engineer, decompile, disassemble, or otherwise attempt 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, 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) circumvent any technical limitations implemented by Figma.

3.3. Acceptable Use Policy. You will comply with, and will ensure your Authorized Users comply with, Figma's Acceptable Use Policy available at www.figma.com/aup.

3.4. Authorized Users; Accounts. As part of the registration process, you will identify an administrative username and password for your Figma account. You represent and warrant that the registration information, including with respect to the list of domains owned or controlled for purposes of domain capture, you provide is truthful, accurate, and complete, and you will maintain the accuracy of such information. You are responsible and liable for maintaining the security of your account, including the confidentiality of your username and password, and you are responsible and liable for all activities that occur on or through your account and all Authorized Users' accounts, whether authorized by you or not.

3.5. Feedback; Use Rights. We welcome feedback, comments, and suggestions ("Feedback"). If we need to be able to freely work with your Feedback to improve the Services, you hereby irrevocably transfer and assign all right, title, and interest (including all intellectual property rights, such as copyrights or trade secrets) in and to the Feedback, including any and all "moral rights" that you might have in such Feedback, and you hereby forever waive and agree not to assert any and all "moral rights" you may have in the Feedback. 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 technical logs, metadata, telemetry data, and information about Customer Content, such as how many times it is accessed. For clarity, Usage Data excludes Customer Content itself.

3.6. Reservation of Rights. As between the parties, Figma owns all right, title, and interest in the Services, and you own all right, title, and interest in any application(s) and/or material(s) developed by you on the Services or uploaded to the Services by you ("Customer Content"). Except as expressly set forth in these Terms, each party retains all right, title, and interest in its intellectual property rights. All rights not expressly granted are reserved, and no warranty, covenant, immunity, transfer, authorization, or other right will be implied, by reason of course of dealing, estoppel, or otherwise, under these Terms.

3.7. Patent Assertion Entities. A "Patent Assertion Entity," sometimes referred to as a 'patent troll,' is (a) any entity that derives or seeks to derive material net revenue from the offensive assertion of patent rights, or (b) directly or indirectly controlled by, or is under common control with, an entity described in (a). 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 that

the Services infringe, misappropriate, or otherwise violate any intellectual property rights (including patents). This section will survive any termination or expiration of these Terms.

4. License

4.1. License to Services. Subject to the terms and conditions of these Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable license worldwide (with the exception of (i) jurisdictions that are embargoed or designated as supporting terrorism by the United States Government and (ii) jurisdictions whose laws do not permit engagement in certain business with Figma or use of the Services) for you to access and use the Services for your internal business or personal purposes, depending on your account type. If you have a Business account you may use the Services for business or personal purposes, but paid accounts are intended for business use only.

4.2. License to Community Resources. If you use any Community Resources available on Figma Community, you acknowledge and agree that (i) you are obtaining a license to the Community Resource directly from the Community Creator (not Figma); (ii) your license is subject to the terms entered into between you and the Community Creator, (iii) Figma does not and will not assume any responsibility or liability under any agreement between you and a Community Creator, and will not enforce any such agreement; (iv) by obtaining any Community Resource on Figma Community, you have authorized us to share your relevant data (such as name and email address) with the Community Creator; and (v) Community Resources may be removed from Figma Community at any time for any reason.

5. Charges and Payment

5.1. Pricing. Certain Services are offered under different pricing plans, the limits and details of which are available at www.figma.com/pricing, and further governed by <https://www.figma.com/pricing-faq/>. Your rights and obligations with respect to certain Services will be based in part on the pricing plan you choose.

5.2. Payment Terms.

5.2.1. Subscriptions. When you purchase our Services (each such purchase, a “Subscription”), you expressly authorize us or our third-party payment processor to charge you for such Subscription. For the avoidance of doubt, Subscriptions do not include any sales by third parties on Figma Community; such sales are covered by Section 5.2.2., below.

5.2.2. Community Purchases. If you purchase any Community Resources on Figma Community, you acknowledge and agree that Figma is acting as the Community Creator’s disclosed commercial agent for the sale, so you are required to make any payments directly to the Community Creator or expressly authorize us or our third-party payment processor to charge you for such Community Resources. The applicable fees, including any recurring fees, for Community Resources are specified during the payment process.

5.2.3. You represent and warrant that you have the legal right to use all payment methods that you provide to us.

5.2.4. All fees are stated and solely payable in U.S. Dollars (unless otherwise stated in the payment process), non-cancelable, non-refundable (except as otherwise expressly stated in these Terms), and not subject to setoff.

5.2.5. In the event that you fail to pay the full amount owed to us, we may limit your access to our Services, in addition to any other rights or remedies we may have.

5.3. Authorization for Recurring Payments.

5.3.1. All Subscription pricing plans involve recurring fees (each, along with any applicable taxes and other charges are a “Subscription Fee”). Depending on which options you choose, fees may recur each month, quarter or year thereafter, at the then-current rate. Please note that fees are subject to change, although we will notify you before we effect any change.

5.3.2. By agreeing to these Terms and purchasing a Subscription, you acknowledge and

Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Figma. We (or our third-party payment processor) will automatically charge you in accordance with the terms of your Subscription (e.g., each month, quarter, or year), on the calendar day corresponding to the commencement of your Subscription using the payment information you have provided.

5.3.3. In the event your Subscription begins on a day not contained in a later month, your payment method will be charged on such other day as we deem appropriate. For example, if you have a monthly Subscription on January 31st, your next payment date is likely to be February 28th. Your payment method would be billed on that date. We may also periodically authorize a change to your payment method in anticipation of applicable fees or related charges.

5.3.4. Your Subscription continues until canceled by you or we terminate your access to the Services or the Subscription in accordance with these Terms.

5.4. Canceling Subscriptions

5.4.1. You may cancel your Subscription at any time but please note that such cancellation will only be effective at the end of the then-current Subscription period. Unless required by law, we will not receive a refund of any portion of the subscription fee paid for the then-current Subscription period at the time of cancellation.

5.4.2. To cancel, you can either (i) email us at support@figma.com and follow any instructions we provide to you in response to your cancellation request, or (ii) for some kinds of Subscriptions, initiate a cancellation through your Figma account settings within the Figma application. You will be responsible for all Subscription Fees incurred for the then-current Subscription period. Canceling your Subscription will not terminate your Figma account. See Section 10 (Termination) below for information on terminating your Figma account.

5.5. **Taxes.** All fees do not include taxes, and you agree to: (a) pay all sales/use, gross value-added, GST, personal property, or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on your income, employees, or real property; and (b) be responsible for any filing of any information returns with respect thereto. If we were required to collect a tax and did not do so at the time of sale, we reserve the right to later charge you for the applicable tax.

5.6. **Withholding.** All payments made by you to us under these Terms exclude any deductions or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, you will pay such additional amounts as are necessary so that the net amount received by us after such deduction or withholding will be equal to the amount that we would have received if no deduction or withholding had been required. We will use commercially reasonable efforts to work with the other party to help obtain, or eliminate any necessary withholding, deduction, or royalty tax exemptions where applicable.

6. Confidentiality.

6.1. **Confidential Information.** We (the "**Discloser**") have 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.

6.2. **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 know it and who have a legal obligation to keep it confidential. The Recipient and its Representatives are subject to no less restrictive confidentiality obligations than the Discloser. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information: (a) if directed by Discloser; or (b) to the extent required by applicable law, provided that the Recipient uses commercially reasonable efforts to (i) promptly notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser's requirements.

reasonable requests regarding its efforts to oppose the disclosure. The obligations herein will survive for so long as these Terms are in effect between the parties and thereafter.

7. Warranties and Disclaimers.

7.1. In the event of any loss or corruption of any data associated with a Subscription, we will use commercially reasonable efforts to restore the lost or corrupted data from the latest backup maintained by Figma. EXCEPT FOR THE FOREGOING, FIGMA WILL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, UNAUTHORIZED C OR CORRUPTION OF ANY DATA.

7.2. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, timeliness, truthfulness, completeness or reliability of any Services, and we make no warranty around data retention or preservation. EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR DISCLAIM ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

7.3. **NON-FIGMA RESOURCES.** FIGMA DOES NOT WARRANT OR SUPPORT, AND DOES NOT HAVE ANY RESPONSIBILITY OR LIABILITY OF ANY KIND FOR, ANY COMMUNITY RESOURCES OR ANY OTHER APPLICATION(S) OR MATERIAL(S) THAT ARE DEVELOPED BY A THIRD PARTY OUTSIDE OF FIGMA'S ORGANIZATION, INCLUDING DESIGN FILES, PLUG-INS, WIDGETS, COMPONENT LIBRARIES, AND CODE COMPONENTS (COLLECTIVELY "NON-FIGMA RESOURCES"). NON-FIGMA RESOURCES ARE PROVIDED BY THIRD PARTY PROVIDERS (INCLUDING COMMUNITY CREATORS), NOT FIGMA. ANY USE OF NON-FIGMA RESOURCES IS AT YOUR OWN RISK. FIGMA HAS NO RESPONSIBILITY OR LIABILITY FOR SUCH THIRD PARTY'S ACTIONS OR OMISSIONS.

8. Indemnity. You will indemnify and hold harmless Figma and its officers, directors, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, incurred out of or in any way connected with (i) your access to or use of the Services; (ii) your use of the Content; (iii) your violation of these Terms, or (iv) your use of Community Resources.

9. Limitations of Liability.

9.1. NEITHER FIGMA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES ("SUPPLIERS") WILL BE LIABLE FOR ANY INCIDENT INVOLVING EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FIGMA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. IN NO EVENT WILL FIGMA OR SUPPLIERS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO FIGMA IN THE PRECEDING 12 MONTHS FOR THE SERVICES, OR IF YOU HAVE NOT HAD ANY SUCH PAYMENT OBLIGATIONS, ONE HUNDRED UNITED STATES DOLLARS (\$100).

9.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF REMEDY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISK OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY FIGMA TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLY INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATION OF REMEDY IN SECTION 9 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW AND

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

10. Termination.

10.1. We may terminate your access to and use of the Services, at our sole discretion and without notice or liability to you, provided that if Figma freezes your account or Subscription and the termination is not due to your breach of these Terms, Figma will provide a pro rata refund of pre-paid unused fees unless, in our reasonable estimation, we are not permitted to do so (in which case any refund rights are null and void).

10.2. You may cease use of the Services at any time. If you are paying for a Subscription, you may terminate your Subscription through the process in Section 5.4. You may also cancel your account at any time by sending an email to support@figma.com.

10.3. Upon any termination, discontinuation, or cancellation of Services or your Figma account, the following provisions of these Terms will survive: Service Terms, Charges and Payment; to the extent you owe any fees at the time of termination); Confidentiality; provisions relating to Data and Customer Content; Warranties and Disclaimers; Indemnity; Limitations of Liability; Termination; and the Miscellaneous provisions under Section 11. Furthermore, we may delete your Customer Content within a reasonable period of time after the termination or cancellation of Services or your Figma account.

11. Miscellaneous.

11.1. **Development Resources.** Figma's Developer Terms (available at www.figma.com/terms/) apply to any use by you of Figma's Application Programming Interfaces (APIs), Development Kits (SDKs), and related documentation.

11.2. **Figma AI Terms.** The Figma AI Terms available at figma.com/legal/ai-terms/ outline the terms and conditions that apply to your Customer Content, Figma artificial intelligence, and how to control your AI-related settings. The Figma AI Terms form a part of these Terms.

11.3. **Accessing Apps.** The terms set forth on Exhibit A apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play Store) where the App may now or in the future be made available (each an "App Provider"). Without limitation, for avoidance of doubt, Apps do not include any Non-Figma Resources such as Community Resources.

11.4. **Privacy Policy.** Our Privacy Policy (www.figma.com/privacy) governs how we collect, use, and disclose information from the Services.

11.5. **Copyright and IP Policy.** Figma respects copyright law and expects its users to do the same. Figma's Copyright and IP Policy applies to you and is available at www.figma.com/copyright-policy.

11.6. **Trademark Guidelines.** Figma's Trademark Guidelines apply to any use by you or your Authorized Users of Figma's Marks. If you or your Authorized Users use Figma's Marks, you will comply with, and your Authorized Users comply with, Figma's Trademark Guidelines, available at www.figma.com/using-the-figma-brand/.

11.7. **Community Reviews and Comments.** Should you write any reviews or provide any comments on Figma Community, you grant Figma a non-exclusive, royalty free, worldwide (to the extent prohibited by applicable law), transferable license to use that content in connection with Figma Community, and to permit others to do so.

11.8. **Force Majeure.** Figma will not be liable for, or be considered to be in breach of, its obligations under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove those causes of non-performance. If Figma becomes aware of a legal prohibition from providing you or your Authorized Users with the Services, Figma may freeze your account and/or cancel your subscription at Figma's sole discretion.

11.9. Notices. Any notices or other communications provided by Figma under these Terms, including those regarding modifications to these Terms, will be given by Figma: (i) via email; (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

11.10. Severability. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision hereof 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.

11.11. Groups. Certain features of the Services may allow you to participate in teams, organizations (each a "**Group**"). In those situations, the administrator, owner, or equivalent member of the Group ("**Admin**") is responsible for the compliance of these Terms by each other member of the Group, payment of the Subscription Fee (if applicable), and all matters related to the Group. For clarity, each member of the Group is still responsible for their own compliance with the Terms.

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

11.13. Service Providers. For the avoidance of doubt, Figma may engage third party service providers to the Services (for example, as of the date of these Terms, Figma hosts the Services on Amazon Web Services).

11.14. No Partnership. No agency, partnership, joint venture, or employment is created by these Terms, and neither party has any authority of any kind to bind the other party in respect whatsoever.

11.15. Governing Law. These Terms will be governed by the laws of the State of California. Figma disavows regard to its conflict of laws provisions. The United Nations Convention on Contract for the International Sale of Goods is specifically disclaimed.

11.16. Dispute Resolution for Individuals

You and we both agree to resolve disputes related to your use of the Services or the Services (each, a "**Claim**") in binding arbitration instead of court, except that either party may seek to enjoin the infringement or other misuse of intellectual property rights.

What is arbitration?

Arbitration does not involve a judge or jury. Instead, a neutral person (the "arbitrator") hears from both sides of the dispute and makes a decision that is finally binding on both parties. An arbitrator can award the same relief as a court could, including monetary damages. However, the 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 YOUR CLAIMS WITH US SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION. TO DO THE SAME, WHETHER OR NOT YOU OPT OUT OF ARBITRATION. ACCORDINGLY, UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR MEMBER IN ANY CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

What rules apply in the arbitration?

The arbitration will be conducted under the American Arbitration Association ("**AAA**") Arbitration Rules (the "**AAA Rules**"). The AAA Rules are available at www.adr.org or 800-778-7879.

How will the arbitration be conducted? How much does it cost?

The arbitration will be conducted by the AAA or a comparable arbitration body in the United States. If the AAA is unable to conduct the arbitration, Payment of all filing, administration and arbitration fees will be the responsibility of the party initiating the arbitration.

will be governed by the AAA Rules.

Unless the arbitrator finds your Claim frivolous, we'll pay for all filing, administration arbitrator fees if your Claim is for less than \$10,000, and we won't seek our attorney costs if we prevail in the arbitration. The arbitration may be conducted in writing, (or by videoconference), in San Francisco, California, United States or at some other location both agree to.

How do I start an arbitration proceeding?

To begin an arbitration proceeding against us, send a letter requesting arbitration against your Claim to legal@figma.com, 760 Market St, Floor 10, San Francisco, CA 94102. If an arbitration against you we will give you notice at the email address or street address

INSTRUCTIONS FOR OPTING-OUT OF ARBITRATION

If you don't want to agree to arbitrate your Claims as explained above, then you can opt out of this arbitration agreement by notifying us of your decision in writing at arbitration-out@figma.com, 760 Market St, Floor 10, San Francisco, CA 94102. You must opt-out within 30 days of the date you first agree to these Terms or any updated Terms.

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. BY ENTERING INTO THESE TERMS, YOU AND FIGMA AGREE TO WAIVING THE RIGHT TO TRIAL BY JURY.

This Section 11.16 only applies to Claims between us and individuals, and is governed by the Federal Arbitration Act.

11.17. Dispute Resolution for Entities. If you are accessing and using the Services or are a company or other legal entity, any claim, cause of action, or dispute between the company or other legal entity and Figma arising out of or relating to these Terms or the Services shall be resolved exclusively according to the process set forth in Section 11.14, except that to the extent legally permitted, (1) each party will be responsible for their own filing, administrative and arbitrator fees, (2) the losing party will pay the prevailing party for all costs and attorney's fees and (3) the AAA Commercial Arbitration Rules will apply to any arbitration between us.

11.18. Interpretation. Whenever the words "including," "include," "includes" or "such as" appear herein, they will be deemed to be followed by the phrase "without limitation."

11.19. Beta Features and Free Trials. Product features clearly identified as Alpha or Beta features as well as any features, products, or services provided on a free trial basis (collectively, "Access Features") made available by Figma are provided to you for testing and evaluation purposes only. Figma does not make any commitment to provide Alpha or Beta features in future versions of the Services. Figma may immediately and without notice remove Access Features for any reason without liability to you. Any features, products, or services provided on a free trial basis will be free of charge until the earlier of (a) the end of the evaluation period set forth by Figma, or (b) the start date of any purchased subscriptions you order for the product, or service being evaluated under the trial, or (c) termination by Figma in its sole discretion. You are not obligated to use Early Access Features.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS, ALL EARLY ACCESS FEATURES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND WITHOUT PERFORMANCE OBLIGATIONS. ANY DATA CUSTOMER ENTERS INTO THE FIGMA PLATFORM DURING A FREE TRIAL MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE FIGMA PLATFORM TRIALED, PURCHASES A SUBSCRIPTION TO THE FIGMA PLATFORM THAT IS AN UPGRADE TO THE SUBSCRIPTION TRIALED, OR PURCHASES SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

11.20. Government Use. If you are a U.S. government or other U.S. governmental entity, the use of the Services is for the U.S. government or another U.S. governmental entity), the following terms apply:

a. **Use By or For the U.S. Government.** The Services and related documentation are computer software," (as defined at 48 C.F.R. §§ 2.101 and 252.227-7014(a)(1), and as used in 48 C.F.R. §§ 12.212 and 227.7202, as applicable), and any associated service "commercial services" as defined in 48 C.F.R. §2.101. The Services and related documents are provided to U.S. Government and other governmental entities, for use by you or behalf, subject to these Terms and with only those rights to use, modify, reproduce, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services as provided in these Terms, except that, for U.S. Department of Defense agencies and end users, technical data customarily provided to the public is furnished in accordance with 48 C.F.R. § 252.201. If a U.S. Government agency or end user has a need for rights not conveyed under these Terms, it must negotiate with Figma to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum to these Terms will be required in any applicable contract or agreement.

b. **Waived Terms.** The sections in these Terms titled "Governing Law," "Dispute Resolution," "Indemnity," and any other terms inconsistent with federal or other applicable U.S. law are hereby waived to the limited extent they are inconsistent with federal law or other applicable law pertaining to another governmental entity. If and to the extent any provision or term of these Terms is prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law but to give maximum effect to the provision or terms as written.

11.21. **Entire Terms.** These Terms supersede all other agreements between the parties relating to its subject matter. The parties expressly agree that any different or additional terms contained in any purchase order, vendor portal, code of conduct, or other similar documentation you will not apply between the parties even if signed, acknowledged or accepted by Figma specifically references this clause and waives its rights.

Exhibit A - App Terms

1. You acknowledge and agree that: These Terms are concluded between you and Figma with the App Provider, and Figma (not the App Provider), is solely responsible for the App.

2. The App Provider has no obligation to furnish any maintenance and support services with respect to the App.

3. In the event of any failure of the App to conform to any applicable warranty, you may return the App to the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will assume all other warranty obligation whatsoever with respect to the App. Any other claims, losses, damages, costs or expenses attributable to any failure to conform to any warranty will be the responsibility of Figma.

4. The App Provider is not responsible for addressing any claims you have or any claim by a third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable regulatory requirement; and (iii) claims arising under consumer protection or similar laws.

5. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Figma will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property rights claim to the extent required by these Terms.

6. The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms. You grant your license to the App, and that, upon your acceptance of the Terms, the App Provider grants the right (and will be deemed to have accepted the right) to enforce these Terms as third-party beneficiaries of your license of the App against you as a third-party beneficiary thereof.

7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Figma



PRODUCT

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PLANS

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USE CASES

- UI design
- UX design
- Wireframing
- Diagramming
- Prototyping
- Brainstorming
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RESOURCES

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- Colors
- Templates
- Developers
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- Resource library
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- Legal and privacy
- Modern slavery statement
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