## **License Agreement for Freepik Content**

The Company authorizes the User to download and use the Freepik Content under the terms of this Section. The Company and its licensors reserve all rights over the Freepik Content not expressly granted in this license to the User.

The Company authorizes the User in a non-transferable, limited, non-exclusive manner and on a worldwide basis for the duration of the relevant rights; to download, use and modify the Freepik Content, in a device the User owns or controls and only for the purposes and uses allowed in these Terms.

The User may use the content in the Freepik Content provided that it:

- 1. Does not involve collective use;
- 2. The content in the Freepik Content is not used in a manner that suggests an association or endorsement by the Company or the Website;
- 3. The content in the Freepik Content or any derivative work is not used or included (in whole or in part) in a database, archive or in any other media/stock product, collection, set of clips, or library, for distribution or resale or used in any other way that could prevent or limit future visits or downloads

- from the Website;
- 4. Does not resell, assign, transfer or sublicense the content in the Freepik Content or any derived work from a content in the Freepik Content;
- 5. Does not use the content in the Freepik Content in printed or electronic items (e.g. t-shirts, cups, postcards, birthday or greeting cards, invitations, calendars, web models or electronic devices, apps, videogames, advertising spots, audiovisual animations) aimed to be resold, in which the content in the Freepik Content is the main element (because of size, relevance or any other cause, in case of doubt about whether the content is main element, it shall be deemed that the content is main element);
- 6. Does not use the content in the Freepik Content (totally or partially) in any trademark, logo or part of the same, which may be used by any other means to guarantee or to imply a guaranty of any product and/or service, unless the content in the Freepik Content used in such cases is modified in such a way as to be a new and different content not confusingly similar with the original content in the Freepik Content or implies a use of the content in the Freepik Content as a template or test, and not as a final item or material;
- 7. Does not make any use of the content in the Freepik Content which might be considered defamatory, libellous, obscene, immoral or illegal, including, without limitation, using it in a way that places any person appearing in the content in the

Freepik Content in a negative light or depicts them in a way that they may find offensive such as the use in pornography, advertisements for escort or similar services, political endorsements, birth control products, and;

8. Does not make any use of the content in the Freepik Content to slander, libel or to vilify a person, race, sex, culture, religion, country, region, town, village or any other place.

When any content of the Freepik Content is marked or identified as for editorial use, or when within the same there are logos, recognizable products, public buildings, public events or images taken in places where recognizable persons appear on the background, the User shall only be entitled to use it for such editorial use. In such cases, the User undertakes not to use that content in any manner that entails advertising, marketing or commercialization of any product or service. The User shall be directly liable and the Company shall not assume any liability as a result of the use for commercial purposes by the User of any content belonging to the Freepik Content, which according to this paragraph should be for editorial use only.

The authorization to use the content in the Freepik Content shall be free provided that any use of the content in the Freepik Content by the User is credited to the Company/Website as stated by the Company from time to time. In order to benefit from the Service or to use the content in the Freepik Content without acknowledging the Company/Website, the User must purchase a subscription

(hereinafter, the "Subscription") in the Website and download the content in the Freepik Content during the term of any such Subscription. Conditions in Section 9 shall apply to the purchase of the Subscription.

It is forbidden for a User to authorize any third parties to use the Freepik Content (or any modification of any content in the Freepik Content). As an exception to the prohibition, the User may allow third parties to use the content in the Freepik Content, when each and every of the following conditions are met:

- 1. The third party has professionally instructed the User to produce goods or provide services to it/him/her and the User uses a limited number of items within the content in the Freepik Content to produce such goods or provide such services to the instructing third party;
- 2. The authorization granted by the User to the third party is in writing and complies with every restriction of the User's authorization to use the relevant content in the Freepik Content and includes, without limitation, a restriction for the third party to distribute, resell or license the relevant content in the Freepik Content (i.e. the third party is the final user of the relevant content in the Freepik Content);
- 3. None of the contents in the Freepik Content which are subject to the authorization are used as the main element (because of size, relevance or any other cause; in case of

doubt about whether the content is the main element, it shall be deemed as the main element) in printed or electronic items (e.g. t-shirts, cups, postcards, birthday or greeting cards, invitations, calendars, web models or electronic devices, apps, videogames, advertising spots, audiovisual animations) aimed to be resold by the third party;

- 4. The production of goods or provision of services by the User to the third party is not done by automatic means, it is tailor-made for the third party (and therefore its use is not authorized by the User to any other third party) and requires a specific substantial human intervention from the User in relation to each third party; and
- 5. The User -and not the third party- chooses the specific items within the content of the Freepik Content to be used in the production of goods or provision of services for the third party.

When all of the above conditions are met, the User shall be entitled to authorize a third party to use the relevant content in the Freepik Content. This exception refers only to the prohibition for the User to authorize third parties to use the content in the Freepik Content without affecting or limiting in any way the remaining conditions of the User's right to use the Freepik Content. Whether the above conditions regarding the exception to the prohibition for Users to authorize third parties to use the content in the Freepik Content are met shall be interpreted restrictively so that, in case of doubt, it

shall be deemed that the conditions are not met.

The User does not acquire any right as a result of the use of the content in the Freepik Content. In particular, the User is not authorized to distribute, resell or rent any content in the Freepik Content (or any modification of any content in the Freepik Content).

The User's rights under this Section will end automatically without any notice if the User breaches any of the Terms. In case of termination of the rights hereunder, the User shall cease using content in the Freepik Content and will destroy every copy, whether total or partial, thereof.