

# Freepik Terms of use

## January 2025

This website is operated by Freepik Company, S.L., registered in the Commercial Registry of Málaga, volume 4994, sheet 217, page number MA-113059, with Tax Number B-93183366 and registered office at 13 Molina Lario St., 5th floor, 29015, Málaga, Spain ("**Company**").

These terms of use ("**Terms**") govern the access, browsing and use by the users ("**User**" or "**Users**", as applicable) of <https://www.freepik.com/>, including any of its subdomains and/or sections ("**Website**"); as well as the services rendered through the Website ("**Service**" or "**Services**", as applicable) which include the download and use of certain content.

By accessing and using the Website, the User accepts in their entirety and agrees to be bound by the Company's [Acceptable Use Policy](#), which is made an integral part of these Terms by this reference.

Accessing and using the Website implies that the User has read and accepts to be bound by these Terms without exception. In case the User does not accept the Terms or has any objection to any part of the present Terms, the User must not use the Website.

The Company may modify the Terms at any time and thus we recommend that the Terms are reviewed on a regular basis by the User. The date at the beginning of these Terms refers to the latest update of these Terms, which will be applicable from the date of publication.

Some Services provided through the Website may be subject to specific conditions or instructions that must be accepted by the User prior to the provision of the relevant Service. These specific conditions may be imposed by the Company or by third parties. Such specific conditions shall apply in addition to the Terms and, in case of conflict, shall supersede the Terms. Accordingly, the User must read and accept such specific conditions before the provision of the relevant Service.

The Company may provide translations of these Terms into various languages merely for informative purposes. However, the English version is the only legally binding version. In the event of any discrepancy between the English version and a translated version, the English version shall prevail.

Likewise, in respect of collection and processing of personal data, the [Privacy Policy](#) will apply.

## 1. Services Offered

Through the Website, it is offered to the User visual content, like vectors and illustrations, photos and images, PSDs and Photoshop files, vector icons, video contents and recordings (including the corresponding audio) in any format, as well as specific information related to such content.

The Services may offer contents owned by the Company ("**Freepik Own Content**"), contents owned by third parties offered through the Website ("**Collaborators Content**") as well as third-party content not offered free of charge ("**Sponsored Content**"). Sponsored Content is duly differentiated and identified on the search results. Freepik Own Content and Collaborators Content shall be hereinafter referred to collectively as the "**Freepik Content**" and can be downloaded through the Website.

The Services also include the use of the Company's [AI Products](#), as well as the use of the [Freepik Online Editors](#). These services are governed by their respective terms and conditions, which form part of these Terms by reference. By using these products, the User accepts said terms and conditions.

## 2. Authorized Use

The User is only authorized to use the Website and the Services in good faith and under the Terms, which include our [Acceptable Use Policy](#). In particular and without limitation, Users (irrespective of whether they have purchased a Subscription or not) undertake that any access or downloads of any content available in the Website or through the Services will always be the result of a genuine legitimate interest of the User and acknowledges that any method which artificially increases the number of downloads, accesses or clicks over such content is strictly prohibited under these Terms (including, without limitation, the generation of downloads, accesses or clicks over such content through any robots, spiders or any other mechanism, mobile application, program or tool) and will result in the cancellation of the User's account by the Company and the obligation for the User to indemnify the Company for all damages suffered as a result of the User's breach of this undertaking, without the right of reimbursement of any of the amounts paid.

The User agrees not to use the Services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the User agrees not to partake in any conduct or action that could damage the image, interests or rights of the Website or third parties.

The User will not interfere with the functioning of the Website or in the Services, in particular, he/she/it will not impersonate another user or person. The User agrees not to carry out any action that may damage, make unavailable, overload, deteriorate or impede the normal use of the Website or the Services, which may impact the security of the Website or the Services, or which may in any way interfere with the Services offered by the Company. The use of robots, spiders or any other

mechanism, mobile application, program or tool to access, copy or control any part of the Website or the Services in any way which is contrary to the ordinary use of the Website or which infringes the Company's interests (without its express prior authorization) is strictly prohibited. Likewise, obtaining or attempting to obtain the contents of the Website using any method or system not expressly authorized by the Company or which is not the ordinary method of accessing the Website is also strictly prohibited.

The User shall be responsible for any costs required for the Services' use and for ensuring, prior to using the Services, that the Services' features meet the User's needs and that he/she/it meets all requirements and has all the equipment and software necessary for this purpose.

The rights granted to the User under these Terms are personal and shall not be assigned to any third party (including affiliates or entities part of the same group of companies) totally or partially, by any mean, without the prior, express and written consent from the Company.

When providing the Services, the Website can publish advertising either related or not to the contents displayed or the Services, which is expressly accepted by the User.

### 3. Registration

In order to use certain Services, the User must register, creating a username and password and activating an account. To this end, the User must provide a valid email address where the User will receive notifications related to the Services. If the User 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 Terms.

The User agrees to provide the mandatory information required for registration and also acknowledges that such information is true, complete and up to date. The User is solely responsible for keeping such information updated. Should the User provide false, outdated or incomplete information, or should the Company have reasons to suspect it, the Company reserves the right to suspend or cancel the User's account.

The User must protect and keep the account password confidential and must not disclose it to third parties. The User must neither allow other Users to access the Services through the User's account nor use the account of another User to access the Services.

The User is responsible for all operations carried out through the User's account through any device. If the User suspects that another User is using his account, he/she/it should immediately inform the Company.

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

## 4. Content

The Services allow Users to search for content that may result in Freepik Content and Sponsored Content, according to his or her preferences, and download such Freepik Content and AI Generated Content.

If you have any question regarding any content or believe that it infringes any right, that it does not comply with these Terms, or that is inappropriate, you can do so by contacting the Company as indicated in these Terms or following the instructions provided on the Website for a copyright complaint.

### 4.1. Sponsored Content

Regarding Sponsored Content, the Website's role is limited to displaying content offered by the sponsored website with which the Company has reached an affiliation agreement or similar. Therefore, the Company will display a link to the sponsored website which offers the Sponsored Content, together with specific related information. In some cases, in order to provide the User a better user experience and facilitate returning to the Services, the link can be presented within a frame corresponding to the Website, which can be removed by the User at any time.

The Company is not the provider of the Sponsored Content and does not present itself as owner of such contents.

The Company does not select, examine, control, guarantee, approve, sponsor or identify itself in any form with the Sponsored Content displayed to the Users according to their preferences. The Sponsored Content are the sole responsibility of the third parties that make them available to the public over their own websites or Internet.

The User will be able to access the corresponding third party sponsored websites and download Sponsored Content under the terms and conditions established by such third parties. The Company shall not be a party or be involved in any way in the relationship between the User and the corresponding third party. The User undertakes to read and comply with the terms and conditions established by such third parties for the download and use of Sponsored Content.

The Company is not a party and does not take part in the relationship between the User and the third party that offers the Sponsored Content, and it is not directly or indirectly responsible for the performance, omissions, errors, negligence or breaches of the Users or such third parties. Any claim from the Users regarding the Sponsored Content must be addressed to the relevant third parties through the linked website.

## 4.2. Freepik Own Content

Freepik Own Contents are offered under the conditions stated from time to time in the Website (including, without limitation, restrictions to the number of downloads per day) and its use is allowed in the terms set out or referred to in these Terms, as applicable.

## 4.3. Collaborators Content

Collaborators Contents are offered in the terms stated at the relevant time in the Website (including, without limitation, daily download limits), and its use is allowed in the terms set out or referred to in these Terms, as applicable.

When offering Collaborators Content, the Company may act as a mere intermediary between the User that downloads such content and the collaborator, providing the User with access and subscription to the Collaborators Content.

In those cases, the Company makes reasonable efforts in guaranteeing the lawfulness and quality of the Collaborators Content. However, the Company cannot monitor or control all Collaborators Content. Therefore, the User acknowledges and agrees that the Company shall not be responsible for evaluating the originality, the non-infringement of third-party rights or the lawfulness of Collaborator Content and that the Company does not guarantee nor is liable in respect of any such contents, except for those cases expressly provided in the applicable regulations.

## 4.4. AI Generated Content

The User may generate different types of content using the AI Products offered by the Company on the Website. The use of the AI Products, as well as the content generated using such tools, is governed by the [AI Products Terms and Conditions](#).

The use of AI Products on the Website will be limited to the number of usage credits available to each User based on the Subscription they have purchased (for more information, see Section 9). The Company will inform the User on the Website of the number of usage credits available, as well as the usage credit cost of each AI Product. The AI Product usage credits available to each User will be reset at the start of each subscription period.

## 5. Storage and Offer of Collaborator Content

In those cases in which, in accordance with the provisions of Clause 4.3, the Company acts as a mere intermediary between the User and the Collaborator, the Company limits itself to solely hosting the Collaborator Content and, therefore, it has no obligation to edit, select, check, or control the Collaborator Content nor does it guarantee, approve or necessarily agree with the Collaborator Content. If you wish to make an enquiry related to the Collaborator Content or if you believe that the Collaborator Content violates any rights or does not meet these Terms, or is inappropriate, you

can contact the Company as indicated below.

The Collaborator is the sole and exclusive responsible for the Collaborator Content provided to the Company for storage, publishing and offering to Users through the Website.

## 6. Liability

### 6.1. Users' Liability

The User acknowledges and agrees that he/she/it uses the Website and its Services at the User's own risk and under the User's responsibility and, therefore, the Company does not accept any responsibility for misuse or use in breach of these Terms.

The User will be responsible for any damages to the Company resulting from the User's use of the Website and the Services in breach of the Terms and accepts to indemnify the Company and its directors, employees, agents and representatives from any liability in which they may incur as a result of the User's breach of these Terms.

The Company does not warrant the availability or continuity of the Website or the Services, neither its reliability, quality, completeness, accuracy or whether they are fit for a specific purpose or activity.

As way of example and without limitation, the Company shall not be liable for any damages that may result from:

- Interruptions, viruses, technical problems, interferences, omissions, unavailability, power cuts, failure of the telecommunication networks or the User's equipment which are not the Company's responsibility.
- Delays or unavailability of the Website and the Services due to deficiencies or traffic overload on the Internet, in the communication network or the electricity grid.
- Third-party actions.
- Unavailability of the Website and the Services due to maintenance or software updates.
- Any other event beyond the Company's direct control.

### 6.2. Company's Liability

SAVE FOR THE COMPANY'S WILFUL MISCONDUCT, AND THOSE CASES IN WHICH DUE TO THE SPECIFIC CIRCUMSTANCES OF THE USER INVOLVED OR THE NATURE OF THE MATTER, APPLICABLE LAW PROVIDES THAT LIABILITY CANNOT BE LIMITED BY AGREEMENT, USE OF THE WEBSITE AND THE SERVICES IS AT SOLE RISK OF THE USER AND THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE OF ANY KIND CAUSED TO THE USER AS A RESULT OF USING THE

## WEBSITE AND/OR THE SERVICES.

In accordance with Section 4 above regarding Sponsored Content, the Company exclusively limits itself to the provision of links to the content provided by the company that owns the Sponsored Content, based on the Users' preferences, without assuming any responsibility for search results.

The insertion of links in the Services does not imply any relationship, recommendation or supervision by the Company of the linked website and, accordingly, the Company does not accept any liability in relation to the content of any linked website except in the specific circumstances provided by the applicable law.

The Company will make reasonable commercial efforts in order to ensure the accuracy of keywords and descriptions, as well as the identification of content as exclusively for editorial use or equivalent. However, THE COMPANY NEITHER WARRANTS NOR MAKES ANY REPRESENTATION REGARDING ANY KEYWORD, TITLE OR DESCRIPTION; OR THE IDENTIFICATION OR LACK OF IDENTIFICATION OF ANY CONTENT AS EXCLUSIVELY FOR EDITORIAL USE. For this reason and notwithstanding any other liability limitation that may be applicable in accordance with these Terms, the Company shall neither indemnify nor assume any liability in connection with any claim resulting from inaccurate keywords, titles or descriptions, or from the use of the visual content identified as exclusively for editorial use.

In accordance with Section 4.3 above regarding the Collaborator Contents in which the Company acts as intermediary, the Company acts exclusively as the provider of the storing and intermediation service between the offer of Collaborator Content and the Users interested in downloading them, without any liability in relation to such contents, except for those cases expressly stated by the applicable law.

Notwithstanding the provisions of these Terms and provided that the User has not breached these Terms or any other agreement entered into with the Company, the Company will defend, indemnify and hold the User harmless, within the limits of liability provided for in these Terms, arising from a legitimate claim by a third party stating that the use of Freepik Content, in accordance with these Terms, infringes the rights of that third party. Such indemnification is limited exclusively to the direct damages suffered by the User arising from such claim, which are directly attributable to the use of Freepik Content, together with reasonable associated costs (including reasonable attorneys' fees). For clarification purposes, this shall not be applicable to any content generated using the Company's AI Products, which are governed by their respective terms and conditions.

The liability set forth in this paragraph is conditional upon the following requirements being met:

1. the User notifies the Company in writing of any claim or threatened claim, immediately and no later than twenty-one (21) business days from the date on which the User obtains knowledge or

should have obtained knowledge of such claim or threatened claim;

2. such notice includes all details of the claim known to the User at that time (e.g., User's account details, date of download of the Freepik Content, use made of the Freepik Content in question, identification and contact information of the person or entity making the claim, copies of any correspondence received or sent in connection with the claim), as well as any other information that the Company deems appropriate that enable the validity and truthfulness of the claim to be verified;
3. the User refrain from making admissions about the infringement claim without the Company's prior written consent and the Company shall have the right (but not the obligation) to undertake, at any time, the handling, negotiation or conciliation or exclusive defence of the claim; or litigation to which this indemnity applies; and
4. the User cooperates with the Company in the defence of the claim.

The User agrees that the Company is not liable for any legal fees or other costs or expenses or damages incurred or borne by or on behalf of the User before the Company has a reasonable opportunity to examine the validity of the alleged claim.

This indemnity shall not apply to the extent that the damage, expense or loss arises or results from the breach of these Terms by the User, modifications made by the User to the Freepik Content, any combination of the Freepik Content with any other materials and/or information, or the context in which the User has used the Freepik Content. This indemnity shall also not apply in the event of continued use by the User of the Freepik Content after notice by the Company, or knowledge by the User, that the Freepik Content is subject to a claim of infringement of a third party's rights or any other restriction.

### **6.3. Limitation of the Company's liability**

The Company's total liability arising from these Terms, including the aspects provided for in Section 6.2 above, shall be limited to the following amounts, depending on the User's status. The status of the User is defined by the level of Subscription in place at the time of first downloading the Freepik Content which is subject to the claim:

1. For those Users who have not purchased any Subscription or those Users who have purchased the Essential Subscription in accordance with Section 9: up to ONE HUNDRED EUROS (100.00.- €).
2. For those Users who have purchased the Premium Subscription in accordance with Section 9: up to TEN THOUSAND EUROS (€10,000.00).
3. For those Users who have purchased the Premium+ Subscription in accordance with Section 9: up to FIFTY THOUSAND EUROS (€50,000.00).



Without prejudice to the foregoing, in the event that, on the date on which the User is first notified of a claim (or threatened claim) by the third-party (the "Claim Effective Date"), the User has a higher level of Subscription in place, then the level of cover will correspond to the higher Subscription level. The Claim Effective Date is the date the third party makes a first verbal or written representation of the claim to the User irrespective of when the User receives it.

For clarification purposes, these limits of liability shall apply to the maximum extent permitted by applicable law.

## 7. Intellectual Property

All intellectual property rights over the Website, the Services, and/or the Freepik Content, its design, and source code, and all content included in any of them (including without limitation text, images, animations, databases, graphics, logos, trademarks, icons, buttons, pictures, videos, sound recordings, etc.) belong or are licensed to the Company.

Except as expressly authorized under these Terms, the reproduction or distribution, as well as transformation, producing any derivative works of any kind, public communication, making available, extraction, reuse or any other use of the Website, the Services, the Freepik Content or any of its parts, is strictly forbidden.

The Sponsored Content and Collaborator Content are protected by intellectual property rights, as appropriate, and belong to their owners. Regarding the Sponsored Content, although the Services can locate and provide access to these contents, its download and use is subject to the conditions set by the relevant third party. The Company is not the owner and cannot grant any license or authorization in relation to Sponsored Content. The User must obtain authorizations that are, in each case, required to use any Sponsored Content, which are stated in the relevant website, from which the User will be able to download the Sponsored Content.

If you believe that any content infringes third party rights or does not comply with these Terms, you can report it to the Company as set forth in these Terms.

## 8. License Agreement for Freepik Content

### 8.1. General

The Company authorizes the User to download and use the Freepik Content under the terms of this Section (see Section 7 in relation to Sponsored Content). The Company and its licensors reserve all rights over the Freepik Content not expressly granted in this license to the User.

Subject to the fulfillment of these Terms, the Company authorizes the User in a non-transferable, revocable, 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 Freepik Content (including any derivative work), either using the Freepik Contents in its entirety or using only some or some of its elements, either using the Freepik Contents without modification, combining them with other contents or having previously modified them, being the license granted with respect to the Freepik content, provided that it:

- i. Does not involve collective use;
- ii. The Freepik Content is not used in a manner that suggests an association or endorsement of any kind by the Company or the Website;
- iii. 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;
- iv. Does not resell, assign, transfer or sublicense the Freepik Content or any derived work from the Freepik Content;
- v. Does not use 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, NFTs, videogames, advertising spots, audiovisual animations) aimed to be resold, in which 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);
- vi. Does not use the Freepik Content (totally or partially) in any trademark, 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 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 Freepik Content or implies a use of the Freepik Content as a template or test, and not as a final item or material;
- vii. Does not use the Freepik Content (including any caption information, title, keywords or other metadata associated with the Freepik Content) for any machine learning and/or artificial intelligence purposes, or for any technologies designed or intended for the identification of natural persons.
- viii. Does not make any use of 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 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;
- ix. Does not make any use of the Freepik Content to slander, libel or to vilify a person, race, sex, culture, sexual orientation, religion, country, region, town, village or any other place, or any other

human group.

When any 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 in 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 any connection with any business activity, the use in economic traffic or 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 User acknowledges that some laws may impose limits on the use of Freepik Content. For this reason, the User agrees that it is the User's responsibility, and not the Company's, to verify that the applicable regulations in the User's jurisdiction do not prohibit the User's use of the Freepik Content.

Unless otherwise indicated, authorization to use Freepik Content is free of charge and conditioned upon any use by the User being duly attributed to the Website/Company and, where applicable, to the Collaborator, as indicated by the Company at any given time. To benefit from the Service of using Freepik Content without the aforementioned attribution, the User must purchase a Premium or Premium+ Subscription on the Website and download the corresponding Freepik Content during the validity of that Subscription. The conditions established in Clause 9 of these Terms apply to the acquisition of different Subscriptions.

As a general rule, it is forbidden for a User to authorize any third parties to use the Freepik Content (or any modification of any Freepik Content). As an exception to the prohibition, the User may allow third parties to use 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 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 Freepik Content and includes, without limitation, a restriction for the third party to distribute, resell or license the relevant Freepik Content (i.e. the third party is the final user of the relevant 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, NFTs, 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 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 Freepik Content. This exception refers only to the prohibition for the User to authorize third parties to use 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 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 Freepik Content. In particular, the User is not authorized to distribute, resell or rent any Freepik Content (or any modification of any Freepik Content).

The Company may, at any time, offer any content on the Website under a different license from the one included in this Section (the "Specific License"). The Company will inform on the Website which content is licensed under an Specific License. The Specific License will be made available to the User and will include, without limitation, a description of the license itself, as well as the permitted and prohibited uses in relation to the content. In the event that a particular content is offered under a Specific License, the Specific License shall apply over the general license described in this Section. Notwithstanding the foregoing, all other obligations contained in these Terms shall continue to be binding on the User, unless they conflict with the Specific License, in which case the Specific License shall prevail.

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 the Freepik Content and will destroy every copy, whether total or partial, thereof.

## 8.2 Specific license conditions for Licensed Fonts

The Company authorizes the User to download and use the licensed typographic fonts available on the Website ("**Licensed Fonts**") only in accordance with this condition. All rights in the Licensed Fonts not expressly granted to the User under this condition are reserved by the Company or its

licensors.

The Company authorizes the User on a non-transferable, limited, revocable, non-exclusive, worldwide basis and for the duration of the term of the rights, to download and use the Licensed Fonts on a device owned or controlled by the User and only for the purposes and uses authorized by these Terms.

The User may use the Licensed Fonts to design and develop documents, and may embed copies of the Licensed Fonts in any document, for the purpose of printing and viewing the document. The Licensed Font must be a subset that includes only the glyphs necessary to display the work, and the document must obfuscate or protect its embedded font data from discovery, deliberate or inadvertent, and from misuse. No other embedding rights are implied or permitted by this license.

Likewise, the User may make use of the Licensed Fonts to design and develop websites and other web projects.

Portions of the Licensed Fonts may use or contain open source software programs and software components. Their use is further governed by the terms of any open source license specified in the copyright files or license notices accompanying the Licensed Fonts.

Licensed Fonts may be provided to the User with certain copyright notices. The User must retain exactly as provided (and not remove or alter) such notices, following any instructions provided by the Company in each case.

The Users are expressly prohibited from:

1. use the Licensed Fonts in printed or electronic items intended for resale, from pictograms or single letters in any format (e.g., stencils, stickers or jewelry);
2. include, embed, integrate, embed or otherwise distribute any Licensed Fonts in any document or web site or project in a manner that would allow external output of the Licensed Fonts or that would prevent or limit future visits to or downloads from the Website, or distribute or sublicense any portion of the Licensed Fonts independently or in any manner that would allow any third-party to access and/or use the Licensed Fonts to create new content;
3. add any functionality to, or otherwise change, alter, adapt, modify or produce (or cause others to produce), derivative works of any part of the Licensed Fonts;
4. disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Licensed Fonts, or disable, override or otherwise circumvent any software protection mechanism.

### 8.3. Specific license conditions for Freepik Tunes Content

In addition to the licensing conditions set out in Section 8.1, this Section outlines the specific license granted by the Company to the User to use the AI-generated music, audio, and voice cover content available on Freepik Tunes, located at [tunes.freepik.com](https://tunes.freepik.com), including any of its subdomains (the "Freepik Tunes Content").

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

The Company authorizes the User in a non-transferable, revocable, limited, non-exclusive manner and on a worldwide basis for the duration of the relevant rights to download, use, copy, edit, incorporate, and synchronize the Freepik Tunes Content in a purely digital production. This production can incorporate or combine the Freepik Tunes Content with other independently created works by or for the User or on behalf of one of the User's clients (a "Production") and can be distributed via:

1. Websites;
2. Social media platforms, such as X, TikTok, Facebook, or Instagram;
3. Video sharing platforms, such as YouTube or Vimeo;
4. Podcast distribution platforms, but solely in respect of audio-only Productions, in the nature of a podcast;
5. Computer software applications (including mobile applications, or "apps", and video games), not exceeding 1000 copies or downloads in aggregate.

In addition to the other restrictions in Section 8.1, the use of Freepik Tunes Content under the license is subject to the following forbidden uses:

1. Sub-licensing, re-selling, renting, lending, assigning, gifting, or otherwise transferring or distributing the Freepik Tunes Content to any third party, separate from the Production in which it is incorporated;
2. Manufacturing, distributing, selling, or otherwise exploiting records, CDs, mp3s, or any other physical audio product embodying sound alone that incorporates Freepik Tunes Content;
3. Using Freepik Tunes Content in an audio-only Production in which music is the primary content;
4. Using Freepik Tunes Content in any public broadcast, including but not limited to TV shows, TV ads, documentaries, news, sports broadcasts, or children's shows, cinema, radio, over-the-top services, IPTV, cablecast, satellite TV, theatrical releases, live settings, and on-demand television;
5. Using Freepik Tunes Content in films, television, or theatrical productions;

6. Using Freepik Tunes Content in or on any printed media, film, physical media (e.g., CD or DVD), or merchandise.

The User may publish Productions incorporating Freepik Tunes Content on third-party "user-generated" content distribution platforms (e.g., YouTube) (each a "UGC Platform"). The User may not claim ownership of the Freepik Tunes Content or register any Freepik Tunes Content with any UGC Platform, even as synchronized with the Production. If the User becomes aware that any third party claims ownership interests in any Freepik Tunes Content, they agree to promptly notify the Company of each such claim.

## 9. Conditions of Subscriptions Offered on the Website

### 9.1. General Conditions of Subscriptions

The conditions in this section (the "Subscription Conditions") govern any purchase of a Subscription offered through the Website. It shall be deemed that, by completing the purchase process of any Subscription, the User has read and accepted without reservation the Subscription Conditions outlined in this section. For clarification purposes, the Subscription Conditions are additional to the Terms, which will continue to apply to Users who have purchased a Subscription, unless expressly stated otherwise.

These Subscription Conditions, as well as any specific conditions applicable to the Services, can be printed by the User at any time before making a purchase. The available Subscriptions are offered on the Website, which includes information regarding them, how to contract them, their prices (in the corresponding currency and including, if applicable, the applicable Value Added Tax), and the conditions applicable to them (including, for example, daily download limits and the number of usage credits for AI Products). Subscriptions, except in the cases indicated in Section 9.2, are personal and cannot be transferred to third parties (including for these purposes, entities linked or belonging to the same group of companies).

The price of the Subscriptions will be made using the payment methods accepted at any given time on the Website. The Company uses secure payment gateways and does not store, process, or transmit payment data related to the card itself or the cardholder (such as card number, holder, expiration date, service code, electronic signature, or cardholder authentication code, or bank account associated with the card). The Subscription will not be active until payment has been received or authorized by the corresponding payment entity. From that moment, the contracted Subscription will remain in force for the period contracted by the User. Once the purchase is completed, the User will receive the corresponding invoice.

Unless otherwise indicated, Subscriptions will be automatically renewed, successively at the end of their term using the same payment method, unless the User cancels the Subscription renewal

before its expiration. Unused usage credits within the billing period in which they were assigned will not be transferred to the next billing period. The usage credits available for each Subscription will automatically reset at the start of each billing period.

The Company reserves the right to modify the prices of any Subscription at any time but will apply the current price on the Website at the time of the User's order. In case of a price modification applicable to any renewal, the Company will inform the User at least one month before the application date by email sent to the address associated with their account.

If a Subscription is contracted on behalf of a legal entity, the User declares and guarantees that they possess the necessary legal authority to bind said entity. The User grants the Company a non-exclusive, free, and worldwide license to display the name of their company or organization, trademarks, or logos in marketing materials, client lists, financial reports, research and market studies, and other marketing and promotion activities of the Service for the duration of their Subscription.

As digital content is involved, no right of withdrawal applies, which the User expressly accepts, without prejudice to the guarantees established by consumer and user regulations that may apply, unless the Company indicates otherwise, in which case, it will be subject to the conditions established by the Company.

## **9.2. Guest Seats Contracting**

The conditions in this section govern the contracting by an administrator User (the "Account Owner") of guest user accounts ("Seats") linked to their Owner account, allowing access to the Seats by different end-users ("Guests").

Any User may contract Seats from the Website, where the price of the Seats will be shown, depending on how many Seats the Account Owner requests, the corresponding currency, and, if applicable, the applicable Value Added Tax. The Company reserves the right to modify the prices of the Seats at any time, but will apply the current price on the Website at the time of the Account Owner's order.

Once the Owner account is created, they can activate the different Seats, limited to the number of Seats contracted (for clarification purposes, the Owner's account will count as one of the contracted Seats, without prejudice to the Account Owner's ability to transfer the use of their Seat to another Guest. Under no circumstances will the Guest using the Account Owner's Seat assume any obligations of the Account Owner in relation to this section). To access the Seats, each Guest must log in to the Website using the email address authorized by the Account Owner or create a User account on the Website using that email address.



The Account Owner may at any time contract new Seats or reduce the number of contracted Seats. In the first case, the update will be effective immediately, and the Account Owner will be offered a prorated price based on the remaining time of the subscription period from which they are updating. Subscription modifications to lower number of Seats will be effective at the end of the current billing period.

Any Seat assigned by the Account Owner is personal and expressly prohibited from being shared with any other Guest or third parties.

The Account Owner will have the ability to access all the Guests' Seats, including the ability to assign, unassign, access, monitor, use, modify, or access any data available to the Guests associated with their Seats.

The Account Owner is solely responsible for:

1. The reasonable use of (i) their Owner account and (ii) the ability to control, access, and supervise the Guests' Seats;
2. Authorizing only those individuals with whom the Account Owner has a personal or professional relationship, where both the invitation to collaborate and subsequent monitoring are reasonable and within the Guests' legitimate expectations;
3. Informing all Guests in detail about the authorized use of the Seats in accordance with these Terms;
4. The legitimate access and use of the Services in accordance with these Terms (including the activities of the Guests); and
5. All activities related to their Owner account and contracted Seats, regardless of whether the actions are performed by the Account Owner or the Guests.

Both the Account Owner and the Guests will benefit from the advantages associated with the contracted Subscription, as described in section 9.4.

## **9.3. Pausing, Modifying, or Canceling Subscriptions**

### **9.3.1. Pausing the Subscription**

The User may, on certain occasions, pause their Subscription for a specified period while the Subscription is active. The User may pause and activate the Subscription during its validity period as many times as desired, provided it does not exceed the maximum aggregate pause period allowed by the Company, which will be indicated on the Website.

When the Subscription is paused, the User will cease to enjoy the benefits of the Subscription included in this Section while it is paused. The User may reactivate the Subscription at any time,

resuming the normal benefits of the Subscription.

If the User exhausts the maximum aggregate pause period of the Subscription, it will automatically reactivate. Once the User has exhausted the allowed maximum aggregate pause period, they will not be able to pause it again until the next billing period.

If the User pauses their Subscription, the validity and renewal period of the Subscription will adjust based on the time the Subscription was paused.

### **9.3.2. Modifying the Subscription**

The User may upgrade the contracted Subscription at any time through their User account. When upgrading the contracted Subscription to a higher level, the update will be effective immediately, and the User must pay the full price of the new Subscription, retaining the unused AI Product usage credits up to the modification date, which will be added to those applicable to the new Subscription. Subscription modifications to lower levels will be effective at the end of the current billing period.

### **9.3.3. Canceling the Subscription and/or Contracted Seats**

The User may cancel the renewal of their Subscription and/or contracted Seats at any time through their profile. The Subscription and/or contracted Seats will remain in effect for the duration of the billing period. At the end of the subscription period, the Subscription benefits and/or contracted Seats will end for the User. Unused AI Product usage credits cannot be consumed once the Subscription ends.

### **9.3.4. Purchase of extra credits for usage of AI Products**

Depending on the type of Subscription purchased, the User may be able to purchase additional packages of credits for the usage of the AI Products (the 'Extra Credits') offered by the Company. The price and the number of credits included in each package of Extra Credits shall be those indicated on the Website at the time of purchase. Extra Credits contracted by the User and not consumed will be automatically transferred to the following periods of the User's Subscription (rollover). Extra Credits will be consumed once the User has used up the credits associated with his/her current Subscription during the corresponding subscription period and, in any case, only for as long as they maintain an active Subscription. In the event that the User cancels the Subscription and becomes a free User, the unused Extra Credits will be automatically cancelled, without the possibility of any refund or compensation whatsoever. At the time of purchasing the Extra Credits, the User may select the option to convert the purchase of Extra Credits into a recurring purchase. In this case, once the number of Extra Credits available reaches the minimum number indicated by the Company, a new package of Extra Credits will be automatically contracted, with the same price conditions as for the first purchase. The Company may modify the purchase prices of the Extra

Credits at any time, provided that it notifies the User who has chosen the recurring contracting option at least 30 days prior to its entry into force, with the email address associated with their account being the means of such communication. The Extra Credits will have an expiry period of 3 years from the time they are purchased, and will be cancelled after that time, with no possibility of reimbursement by the User.

## 9.4. Subscription Benefits

### 9.4.1 Essential Subscription

After contracting the Essential Subscription, as defined on the Website, the User may benefit from the following:

1. Access to part of the selection of Premium content on the Website, both for direct download and online editing through the tools offered by the Company, subject to the limits indicated on the Website.
2. Usage of the AI Products indicated on the Website, limited to the number of usage credits per subscription period indicated on the Website.
3. Priority support in relation to free Users.

### 9.4.2 Premium Subscription

After contracting the Premium Subscription, as defined on the Website, the User may benefit from the following:

1. Usage of Freepik Content and Storyset Content (as defined in the [Storyset Terms of Use](#)) without attribution to the Website/Company.
2. Access to all Free content and the entire selection of Premium content, both for direct download and online editing.
3. Not being subject to specific download limits of Freepik Content that apply at any given time, without prejudice to certain quantitative limitations to prevent fraudulent or abusive use of the Website.
4. The benefits of the [Flaticon Premium Subscription](#).
5. Usage of the AI Products indicated on the Website with a higher number of usage credits per subscription period than those applicable to the Essential Subscription.
6. Priority support in relation to free Users or those who have contracted an Essential Subscription.

### 9.4.3 Premium+ Subscription

After contracting the Premium+ Subscription, as defined on the Website, the User may benefit from the following:

1. The benefits of the Freepik Premium Subscription as described above.
2. Usage of all AI Products with a higher number of usage credits available per subscription period than those applicable to the Premium Subscription.
3. Priority access to new AI Products launched by the Company periodically.
4. Priority support in relation to free Users or those who have contracted an Essential or Premium Subscription.

## 10. Changes and Closure of the Website

The Company may, at any moment, and without incurring in any responsibility towards the User, modify the content of the Website or the Services, limit or modify the conditions or cease to provide some or all the Services and features available or deactivate and delete all or some of the User accounts and their corresponding information. However, the Company will comply with its obligations regarding the keeping of records in relation to certain transactions for the relevant period as provided by applicable law or refund the Users of Subscriptions in force at that time with the proportional part of the price not accrued before the termination.

## 11. General and Contact Information

The use of the Website and the Services and the interpretation and application of these Terms shall be governed by Spanish Law. Except for those cases in which the applicable law impose a specific jurisdiction, any dispute in connection with these Terms shall be resolved by the Courts of Málaga (Spain), and the parties expressly waive any other applicable jurisdiction.

In accordance with the provisions of article 14 of Regulation (EU) 524/2013, the Users are informed that, in the cases in which it is applicable due to the condition of the User as a consumer, the European Commission has an online dispute resolution platform, which is available at the following link: <https://ec.europa.eu/consumers/odr/>.

If any provision in these Terms is declared to be invalid or unenforceable, it shall be substituted or deemed as not included. The remaining provisions in these Terms shall not be affected in any way.

You may contact the Company for any query or claim at <https://www.freepik.com/profile/support>.

# Freepik Online Editors Terms and Conditions

May 2024

These terms and conditions ("Terms and Conditions") govern the access, browsing and use by users ("User" or "Users" or "you", as applicable) of the Freepik Online Editors, which comprises, without limitation, the Freepik Company S.L.U. (the "Company") [Designer](#), the [Slidesgo Online Editor](#) and the [Freepik Mockup Editor](#), including any of its subdomains and/or sections ("Website"), as well as the services provided through the Website ("Service" or "Services", as applicable) which include editing software and the downloading and use of certain content.

By accessing and using the Website, the User accepts in their entirety and agrees to be bound by the Company's [Acceptable Use Policy](#), which is made an integral part of these Terms by this reference.

Accessing and using the Website implies that the User has read and accepts being bound by these Terms and Conditions without exception. If the User does not accept the Terms and Conditions or has any objection to any part of the present Terms and Conditions, the User must not use the Website.

The Company may modify the Terms and Conditions at any time and thus we recommend that the Terms and Conditions are reviewed on a regular basis by the User. The date at the beginning of these Terms and Conditions refers to the latest update of these Terms and Conditions, which will be applicable from the date of publication.

Some Services provided through the Website may be subject to specific conditions or instructions that must be accepted by the User prior to the provision of the relevant Service. These specific conditions may be imposed by the Company or by third parties. Such specific conditions shall apply in addition to the Terms and Conditions and, in case of conflict, shall supersede the Terms and Conditions. Accordingly, the User must read and accept such specific conditions before the provision of the relevant Service.

The Company may provide translations of these Terms and Conditions into various languages merely for informative purposes. However, the English version is the only legally binding version. In the event of any discrepancy between the English version and a translated version, the English version shall prevail.

Likewise, in respect of collection and processing of personal data, the [Privacy Policy](#) will apply.

Please read these Terms and Conditions carefully to ensure that you understand each of the provisions.

## 1. Use of our Service

**Our Service.** The Freepik Editors are online design platforms that allow our users to directly create

their own designs online. We also provide pre-created media and content that can be used under license.

**License to use the Service.** Subject to complete and continuous compliance with these Terms and Conditions, which include the [Acceptable Use Policy](#) you are hereby granted a non-exclusive, limited, personal, non-transferable and freely revocable license to use the Service only to the extent permitted by the features of the Service.

Additional terms and conditions may apply to any content you download, upload or print from the Service. These additional terms and conditions may be made available to you prior to initiating any applicable uploading, downloading or printing, or reference will be made to specific terms and conditions or services within the Services. In the results of such a search, the Services may offer content owned by the Company ( **"Freepik Content"**) as well as content from third parties ( **"Third Party Content"**) and content generated by AI ( **"AI Generated Content"**). Freepik's [Terms and Conditions](#) apply and set forth the conditions for any license to use Freepik Content. Third Party Content is appropriately differentiated and identified in search results and will be subject to the terms and conditions set by the relevant third party. AI Generated Content used in the Service must comply with the [Terms and Conditions for AI products](#).

The Company reserves all rights not expressly granted herein to the Service and Freepik Content. The Company may terminate this license at any time for any reason or for no reason.

## 2. Freepik Accounts

Your Freepik account gives you access to the Services and/or certain functionalities that we may establish and maintain from time to time at our sole discretion. We may maintain different types of accounts for different types of Users. In relation to registration with Freepik and the regulation of user accounts, [Freepik's Terms and Conditions](#) shall apply.

## 3. Service Rules

### 3.1. General

The User is only authorized to use the Services in accordance with the Terms and Conditions. The User agrees to use the Services in good faith.

The User undertakes not to use the Services in a negligent, fraudulent or unlawful manner. The User also undertakes not to engage in any conduct or action that may damage the image, interests or rights of the Company or third parties.

It is the User's responsibility to ensure, before using the Services, that the features of the Services meet the User's needs.

You undertake not to engage in any of the following prohibited activities in the use you make of the Service:

1. Copy, distribute or disclose any part of the Service by any means, including, without limitation, automated or non-automated "scraping";
2. Use any automated system, including without limitation "robots", "spiders", "offline readers", etc., to access the Service in a manner that sends more requests to Freepik Editors servers than a person can reasonably and ordinarily produce in the same period of time using a conventional web browser;
3. Transmit spam, chain letters or other unsolicited e-mails;
4. Attempt to interfere with, compromise the integrity or security of, or decrypt any transmission to or from the servers running the Service;
5. Take any action that imposes or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
6. Upload invalid data, viruses, worms or other software through the Service;
7. Collect or harvest any personally identifiable information, including account names, from the Service;
8. Impersonate any person or otherwise misrepresent your affiliation with a person or entity, commit fraud, conceal or attempt to conceal your identity, including engaging in phishing activities or including misleading links or information to induce visitors to click on an illegal or fraudulent website;
9. Interfere with the proper working of the Service;
10. Access the Service through any technology or means other than those provided or authorized by the Service;
11. Circumvent any measures we may use to prevent or restrict access to the Service, including but not limited to features that prevent or restrict the use or copying of any content or that apply limitations to the use of the Service or its content;
12. Use any Freepik Content, including any Freepik trademark, or any other content offered on the Service, in any manner that may tarnish, disparage or reflect negatively on such content;
13. Use the Service or any Freepik Content, or any other content offered on the Service, to support, incite or promote illegal behavior, discrimination, hostility or violence;
14. Use any Freepik trademark or any variant thereof, including misspellings, as a domain name or as part of a domain name, as a metatag, keyword or any other type of programming code or data;
15. Adopt or use, without our prior written consent, any words or marks that are similar to or confusingly similar to Freepik's trademarks;

16. Copy, imitate or use, in whole or in part, the look and feel of the Service (including, without limitation, all page headers, custom graphics, button icons and scripts) without the prior written consent of the Company;
17. Use framing or hotlinking to link to the Service or any content other than your own without the Company's prior written consent; or
18. Upload any content that is illegal, sexual or pornographic, includes child exploitation material or links to such material or does not comply with the Terms and Conditions.

If your User Content or Freepik Editor Design (as defined below) violates these Terms and Conditions, we may, without prior notice, remove such User Content and any other User Content and/or Freepik Editor Design that you have uploaded.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or request compensation or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice or liability for any reason, including if in our sole determination you violate any provision of these Terms and Conditions, or for no reason at all. With regard to Freepik Content, Third Party Content and AI Generated Content, after termination for any reason or no reason, you will continue to be bound by the applicable terms and conditions.

## 4. Use of Content on the Service

### 4.1. General

The Service provides certain functionality that allows you to create visual designs ("Freepik Editor Designs"). Freepik Editor Designs may be downloaded/exported from the Service in a number of formats, including without limitation PDF, JPEG or PNG ("Export").

You may create Freepik Editor Designs using only your own User Content, or you may choose to incorporate Freepik Content, Third Party Content or AI-generated Content into your Freepik Editor Design. You may Export a Freepik Editor Design consisting solely of your own User Content (as defined in section 5). However, you may only Export a Freepik Editor Design composed in whole or in part of any Freepik Content, Third Party Content or AI Generated Content in accordance with the licensing terms contained in this Section.

### 4.2. Licensing of Freepik Content

To Export any Freepik Content included in a Freepik Editor Designed from the Service, you must license the Freepik Content under one of the licenses provided in the [Freepik Terms and Conditions](#). By exporting any Freepik Content from the Service, you agree to be bound by the [Freepik Terms and Conditions](#).



### 4.3. Third Party Content

The Services may include Third Party Content and you are responsible for complying with any and all third party terms and conditions that may apply to such content as specified in Section 1. Access to Third Party Content is provided solely for convenience, the Company is not a party to any such license or third party terms and the Company does not offer guarantees or have any liability for such Third Party Content. By exporting any Third Party Content from the Service, you agree to be bound by the applicable aforementioned terms and conditions.

### 4.4. AI Generated Content

The Service may provide certain functionality that allows you to create, modify or enhance Freepik Editor Designs using AI Generated Content. By using the Service to create AI Generated Content, you acknowledge and agree to the [AI Product Terms and Conditions](#), which are incorporated into these Terms and Conditions by reference.

## 5. User Content

### 5.1. General

Some areas of the Service allow Users to upload and use content such as photographs, artwork, fonts, designs and other content provided by the User, including through third party hosting services, or to create new content by the User ("User Content"). The User retains ownership of his or her User Content, and understands that he or she is entirely responsible for all such User Content, including the Intellectual Property Rights of third parties incorporated therein.

### 5.2. Uploading and using User Content within the Services

By uploading User Content within the Service, whether from a User's device, or from any account on any third party service on which the User is storing such content, or by creating a Freepik Editor Design that includes User Content (for the following purposes, a Freepik Editor Design shall be considered User Content to the extent that it includes User Content or when it is created as a new item by the User), the User agrees to be bound by the following rules:

1. User Content must be relevant, must not infringe the rights of third parties, the law or public order and must comply with these Terms and Conditions, which include the [Acceptable Use Policy](#).
2. The User Content must comply with the conditions and technical requirements established from time to time by the Company. Without limitation, the User agrees that the User Content shall comply with the principles and best practices established by the Company from time to time, specifically in relation to respect for property, rights and general or third-party interests.
3. The User must be the owner of the intellectual property rights for the User Content, either due to

being the author, the original owner or by owning the relevant rights. Where User Content contains the image, voice or name of another person, or any other confidential or proprietary information, the person in question must have given his or her permission to publish such content. You agree that no User Content does or will violate any third party's rights of any kind, including but not limited to Intellectual Property Rights (as defined below) or rights of privacy or self-image.

For the purposes of these Terms and Conditions, "Intellectual Property Rights" shall mean all patent rights, copyrights, moral rights, rights of publicity, integrated circuit layout rights, trademark and trade name rights, industrial design rights, goodwill, trade secret rights and other intellectual or industrial property rights that may exist now or in the future, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

By uploading any User Content to the Service, you expressly grant, represent and guarantee that you have all necessary rights to grant the Company a multi-use, sub-licensable, transferable, perpetual, irrevocable, royalty-free, non-exclusive, worldwide license to use, reproduce, publish, communicate to the public and distribute all User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and the business of the Company (and its successors and affiliates), including without limitation to promote and redistribute part or all of the Service in any format and through any media channels, including any third party with whom the Company may partner.

In connection with your User Content, you affirm, represent and guarantee the following:

1. Your User Content and Freepik's use of it as contemplated by these Terms and Conditions and the Service will not violate any laws or infringe any rights of any third party, including, without limitation, Intellectual Property Rights and rights of privacy and self-image.
2. The Company may exercise the rights in your User Content granted under these Terms and Conditions without liability for any fees, payments, or royalties payable to collecting societies or under any collective or other arrangements.
3. If your User Content contains or otherwise incorporates any components, including but not limited to design elements, fonts, clipart, animated images, vectors or brush tools and the like that are included in design programs, by uploading such User Content to the Service, you represent and guarantee that the end user license agreement, terms of service or equivalent license agreed to by you permit you to incorporate such elements into the User Content created by you, and to license such User Content to the Company for the purposes set forth herein.
4. Your User Content is not obscene, defamatory or otherwise objectionable.

If you use the Service to submit, post, share or print User Content, you agree that you have verified that the User Content does not contain anything that is unlawful, encourages illegal activity,

infringes (or is misleadingly similar to) the Intellectual Property Rights of any third party or otherwise violates these Terms and Conditions.

The Company only hosts User Content, but the Company does not edit, screen, verify, monitor, guarantee, approve or necessarily endorse or agree with such content including, without limitation, that the Company cannot guarantee that such content is accurate, current, legal, suitable for a particular purpose or for particular Users or that it does not involve a violation of any applicable law or infringement of any third party's rights. It is the User's responsibility to ensure that its use does not involve risk or illegal activity. In accordance with applicable information society services regulations, the Company is a service provider through the Website and does not monitor the content of User Content posted by Users and assumes no responsibility or liability for any User Content that you or any other User or third party creates, submits, posts or prints through or using the Service. You shall be solely responsible for your User Content and the consequences of creating, using, submitting, publishing and printing it, and you agree that we act only as a passive online channel for the creation and modification of your User Content. If you wish to make a query regarding User Content or if you believe that User Content violates any rights or does not comply with these Terms and Conditions, or is inappropriate, you may communicate this as set out in Section 7.

Notwithstanding the fact that the Company is not obliged to monitor User Content, the Company may modify or remove (in whole or in part) at any time, any User Content that, in the Company's opinion, has breached these Terms and Conditions or may be deemed offensive, illegal or in violation of the rights of any third party.

In the event that your User Content or Freepik Editor Design is alleged to be offensive, inappropriate for children, illegal or in violation of these Terms and Conditions, you agree that the Company may disclose such User Content to appropriate law enforcement or governmental authorities.

## **6. Granting of the Freepik Editor Design License**

By publishing any design or content containing a Freepik Editor Design using the Service, you expressly grant, represent and guarantee that you have all necessary rights to grant the Company a multi-use, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use, reproduce, publish and distribute any such Freepik Editor Design, in whole or in part, and in any format, media or technology, whether now known or hereafter developed, for use in connection with the Service and the business of the Company (and its successors and affiliates), including without limitation for the promotion and redistribution of part or all of the Service in any media formats and through any media channels.

## **7. Our Proprietary Rights**

Except for your User Content, the Website, the Service and its design, code and all materials on or transferred through it, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, trade names, designs, copyrights, photographs, audio, videos, music and Freepik Content, and all Intellectual Property Rights related thereto, are the exclusive property of the Company and its licensors.

In particular and without limitation to the general statement in the preceding paragraph, the Company owns the sui generis right to the Website and the Service as a database in its capacity as the developer of the Website, as provided for in articles 133 et seq. of the Spanish Intellectual Property Law. By virtue of said sui generis right, the extraction and/or reuse of all or a substantial part (in terms of quantity of information or importance of the information) of the content of the Website and the Service is prohibited and would constitute an infringement of the Company's Intellectual Property Rights. In addition, the extraction and/or re-utilization of a non-substantial part of the content of the Website or the Services on a repeated or systematic basis, where such actions are outside the ordinary use of the Website and the Services authorized by the Company or cause any unjustified damage to the interests of the Company, is also prohibited.

Except as explicitly provided herein, nothing in these Terms and Conditions shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Freepik Content. Use of Freepik Content for any purpose not expressly permitted by these Terms and Conditions is strictly prohibited.

If you believe that any content infringes third party rights or does not comply with these Terms and Conditions, you may report it to the Company by sending an email to [copyright@freepik.com](mailto:copyright@freepik.com).

## 8. Third Party Links and Applications

The Service may contain links to third party websites, advertisers, services, special offers or other events or activities, which are not owned or controlled by the Company.

The Company does not endorse or assume any responsibility or liability for any such third party applications, sites, information, materials, products or services. If you access a third party application or website from the Service, you do so at your own risk, and you understand that these Terms and Conditions and Freepik's Privacy Policy do not apply to your use of such sites. You expressly release the Company from any and all liability arising from your use of any third party applications, websites, services or content. In addition, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms and conditions (such as warranties) are solely between you and such advertisers. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred in connection with your dealings with such advertisers.

## 9. Indemnity

You agree to defend, indemnify and hold harmless the Company and its subsidiaries, agents, licensors, managers and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, among others, attorneys' fees) arising out of: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your breach of any term of these Terms and Conditions, including without limitation breach of any of the aforementioned representations and warranties; (iii) your violation of any third party right, including without limitation any right of privacy, self-image or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damage arising as a result of any User Content, Freepik Editor Design or any content submitted through your account; or (vi) third parties accessing and using the Service with your unique username, password or other appropriate security code.

## 10. No Warranty

You acknowledge and agree that your use of the Website and the Services is at your sole risk and responsibility and the Company accepts no liability for any misuse or use contrary to these Terms and Conditions.

The Company does not guarantee the availability or continuity of the Website or the Services (in no case, but especially where they depend on third parties), their accuracy, reliability or completeness, or whether they are fit for a particular purpose. To the maximum extent permitted by applicable law, the Company shall have no liability in this respect.

The Service is provided on an "as is" and "as available" basis. Your use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Without prejudice to the foregoing, the Company, its affiliates and its licensors do not guarantee that the content, including without limitation User Content, Freepik Content, AI Generated Content and Third Party Content, is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

The Company does not endorse, guarantee or assume any responsibility for any products or services advertised or offered by any third party through the Service or any hyperlinked website or

service, and the Company will not be a party to or in any way monitor any transaction between you and any third-party product or service provider.

## 11. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the use or inability to use this Service, including, without limitation, the submission or use of User Content, Freepik Content, AI Generated Content or Third Party Content. Under no circumstances shall the Company be liable for any damage, loss or injury resulting from hacking, tampering or other unauthorized access to or use of the Service or your account or the information contained therein.

Without prejudice to the foregoing and to the maximum extent permitted by applicable law, the Company assumes no liability for (i) errors, mistakes or inaccuracies in content; (ii) personal injury or property damage of any nature resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our secure servers and/or any personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service, including interruptions, viruses, technical problems, interferences, omissions, unavailability, power outages, failure of telecommunications networks or User equipment; (v) any bugs, viruses, Trojan horses or the like that may be transmitted to or through our Service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content published, emailed, transmitted or otherwise made available via the Service; (vii) User Content or defamatory, offensive or illegal conduct of any third party; and/or (ix) the loss or deletion of User Content and/or Freepik Editor Design.

Notwithstanding anything to the contrary contained herein, the Company shall not be liable for any damages, costs or losses arising as a result of modifications made to User Content, Freepik Content or other content, any addition or combination of User Content or Freepik Content with other content, or the context in which User Content, Freepik Content or other content is used by you.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if the Company has been advised of the possibility of such damages. The aforementioned limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## 12. Changes to and Termination of the Website

The Company may, at any time, and without incurring any liability to the User, modify the content of

the Website or the Services, limit or modify the Terms and Conditions or discontinue providing some or all of the Services and functionalities available or deactivate and delete some or all of the User accounts and related information. However, the Company will comply with its obligations relating to the retention of records in relation to certain transactions for the relevant period as provided by applicable law.

### 13. General and Contact Information

The use of the Website and the Services and the interpretation and application of these Terms and Conditions shall be governed by Spanish Law. Except in those cases in which the applicable regulations impose a specific jurisdiction, any dispute in relation to these Terms and Conditions shall be resolved by the Courts and Tribunals of Malaga (Spain), and the parties expressly waive any other jurisdiction to which they may be entitled.

In accordance with the provisions of Article 14 of Regulation (EU) 524/2013, Users are informed that, in cases where applicable due to the User's status as a consumer, the European Commission has an online dispute resolution platform, which is available at the following link: <https://ec.europa.eu/consumers/odr/>.

If any provision of these Terms and Conditions is declared invalid or unenforceable, it shall be replaced or deemed not to have been included. The remaining provisions of these Terms and Conditions shall not be affected in any way.

You may contact the Company with any queries or complaints at <https://www.freepik.com/profile/support>.

## API Services Terms and Conditions

### October 2024

These Terms and Conditions of the Freepik API Services and Flaticon API Services (collectively, the **"API Services"**) are binding and shall apply to access to and use of the API Services by the user (hereinafter **"the Customer"**). Customer access to and use of the API Services implies that the Customer has read and accepted all these Terms and Conditions of the API Services. We therefore recommend that you review them frequently.

The API Services (as defined hereunder) are provided by Freepik Company, S.L., whose registered office is at Calle Molina Lario 13, 5th Floor, 29015 Malaga, Spain. It is duly registered at the Malaga Companies Registry in Volume 4994, Folio 217, Sheet number MA-113059 and is the holder of T.I.N. B93183366 (hereinafter **"Freepik"** or **"the Company"**). You must fulfill these Terms and Conditions

of the API Services (hereinafter the **"Terms and Conditions"**) at all times when you access or use the API Services. By accessing and using the API Services and in exchange for receiving the benefits of the API Services provided by Freepik, you agree to be bound by the Terms and conditions (as this term is defined hereunder).

By accessing and using the API Services, the Customer accepts in their entirety and agrees to be bound by the Company's [Acceptable Use Policy](#), which is made an integral part of these Terms by this reference.

Freepik may modify the Terms at any time and thus we recommend that the Terms are reviewed on a regular basis by the Customer. The date at the beginning of these Terms refers to the latest update of these Terms, which will be applicable from the date of publication.

Freepik may provide translations of these Terms and Conditions into various languages merely for informative purposes. However, the English version is the only legally binding version. In the event of any discrepancy between the English version and a translated version, the English version shall prevail.

Access to and use of the API Services may be subject to any specific conditions or instructions Freepik or third parties may issue which shall complete or, if contrary to the provisions set forth herein, replace the contents of these Terms and Conditions of the API Services, which must be accepted by you before the relevant access and use.

Freepik and Customer are individually referred to as "Party" and collectively as "Parties".

## 1. Definitions

With regard to these Terms and Conditions, the terms hereunder shall be construed to mean as follows:

1. **Ai Generated Content** refers to content generated using AI-powered products and tools offered through the API Services according to its [AI Products Terms and Conditions](#).
2. **AI Products** refers to the AI-powered products and tools offered by Freepik Company, including, but not limited to, Text to Image, AI Presentation Maker, Wepik AI Image Generator and Freepik AI Image Generator.
3. **API Client** refers to a website or software application (including mobile phone applications) developed by the Customer that accesses or uses the API Services.
4. **Developer Policies** refers to the policies on the API Services that are currently available at <https://docs.freepik.com/> and <https://api.flaticon.com/> which the Customer and its API Client(s) are obliged to fulfill in addition to all of the other Terms and conditions while accessing or using the API Services.



5. **API Services** refers to (i) access to and use of the API made available by Freepik on the Developer Website (as this term is defined hereunder), including any services related to said access, use or API; (ii) any documents, information, materials, source codes and software (including any human-readable programming instructions) related to the API or its associated services that are made available by Freepik; (iii) any data, contents and information provided to API Clients (as this term is defined hereunder) (hereinafter API Data); and (iv) the credentials which Freepik has assigned to the Customer and its API Client(s).
6. **Freepik's Confidential Information** refers to any information belonging to Freepik which is provided to the Customer in relation to accessing or using the API Services, excluding any information the Customer have developed independently, any which has been lawfully delivered to the Customer by a third party that is not subject to confidentiality obligations or any which has been made publicly available without the Customer being involved in its disclosure.
7. **Freepik Content** refers to the content offered through the API Services which is owned by Freepik or its licensors
8. **Developer Website** refers to Freepik and Flaticon's developer website, including the web pages currently available at <https://www.freepik.com/api>, <https://docs.freepik.com/> and <https://api.flaticon.com/>.
9. **End User** refers to persons who access and interact with the Freepik Content, AI Generated Content, the AI Products or the Magnific API via the API Client. Such persons use the applications or websites created by the Customer and, while they may benefit from the functionalities powered by the API Services, they don't directly call or interact with the API Services themselves.
10. **Guidelines** refers to the guidelines and other documents posted on the Developer Website.
11. **Magnific API** refers to the suite of image enhancement and transformation services offered through <https://magnific.ai/>, including upscaling, relighting, style transfer, and detailed image enhancements
12. **Personal Data** has the meaning set forth in REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) or the national legislation of the EU Member State which supplements or implements it, as said legislation is progressively updated, amended and/or replaced from time to time.

## 2. The Terms and conditions

### 2.1 Object

This Terms and conditions sets forth the conditions to access to and use of the API Services by the Customer.

The API consists of a set of tools, protocols, and documents designed to facilitate the integration of Freepik Content, the AI Generated Content, the AI Products and the Magnific API into the API Client. Through this integration, the Customer can develop and offer functionalities to End Users subject to the limitations and conditions described hereunder and in the relevant documents referred to in this Terms and conditions.

Subject to the Terms and conditions, Freepik grants the Customer a limited, non-exclusive, revocable, personal, non-sublicensable and non-transferable license to access and use the API Services solely to develop, test, display, run and place Freepik Content, the AI Generated Content, the AI Products and the Magnific API at the disposal of the API Client.

Subject to fulfillment of all the terms and conditions set forth herein, Company hereby authorizes the API Client's End Users in a non-transferable, revocable, 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 End User owns or controls and only for the purposes and uses allowed in the [Freepik Terms and Conditions](#) and [Flaticon Terms and Conditions](#).

When accessing the Magnific API as part of the API Services, you are required to comply with the [Terms of Service of Magnific](#).

Freepik reserves all rights which are not expressly granted through this license.

The Customer will need a unique password and/or another credential (jointly referred to herein as API keys) to initiate a session in its account and access and use the API Services. The Customer may only access its account with the API keys provided by Freepik. The Customer shall not sell, transfer, dispose of, sublicense or divulge its API keys. The Customer should never request that End Users register and provide their own API Keys in order to use the API Client. The Customer shall not use the API on any platform, website or application other than the API Client disclosed to Freepik as part of the API account's creation. The Customer is responsible for safeguarding and maintaining the security and confidentiality of its API keys by not disclosing them to third parties or allowing them to be used by third parties. The Customer is solely and exclusively liable for all the activities which are performed with its API keys on any device, regardless of whether or not said activities are performed by the Customer or by a third party. Freepik may suspend or cancel the API keys if it suspects that the security or confidentiality have been jeopardized or that misuse, bad faith actions, excessive requests, performance issues, or non-compliance with terms and conditions are occurring.

Freepik does not warrant that any individual element of the Freepik Content will be available and shall have full discretion to determine which Freepik Content will be available to API Clients through the API Services.

Freepik reserves the right to release newer versions of the API from time to time and to require that the latest version be used. These Terms and conditions shall apply to access to and use of said latest version. To clarify, these Terms and conditions do not grant any right whatsoever to any update, upgrade or modification of the API.

The Customer shall not lease, sell, distribute, communicate to the public or sublicense the API Service. Any attempt to perform the aforementioned actions is a violation of Freepik's rights and those of its licensors.

## 2.2 Sections of the Terms and Conditions

The Terms and Conditions is comprised of:

1. the Terms and Conditions;
2. the Developer Policies;
3. the [Freepik Privacy Policy](#);
4. the [Magnific Privacy Policy](#);
5. the [Freepik Terms and Conditions](#);
6. the [Flaticon Terms and Conditions](#);
7. the [Terms of Service of Magnific](#);
8. the [AI Products Terms and Conditions](#); and
9. the [Acceptable Use Policy](#).

## 2.3 Amendment of the Terms and conditions

Freepik may amend the Terms and Conditions or any of the documents which comprise the Terms and Conditions. Freepik shall endeavor to give notice of any changes made to the Terms and Conditions by sending an e-mail at least 30 calendar days before said changes come into force. Nonetheless, any specific changes which incorporate new functions, or any made for legal reasons may enter into force immediately, regardless of whether or not notice thereof is given. If the Customer disagrees with any of the changes, the Customer may terminate the Terms and Conditions. If the Customer do not terminate the Terms and Conditions immediately and continue accessing or using the API Services, whether directly or through the API Client(s), including any development activity related to any of the API Services and any interaction of the API Client(s) with any of the API Services, it shall be deemed that the Customer has accepted said changes.

## 3. Access to and Permitted Use of the API Services

When the Customer access or use the API Services, the Customer and its API Client(s) (i) shall at all times fulfill the Terms and conditions; and (ii) shall only access (or attempt to access) the API

Services to develop and operate its API Client(s) as provided by the Terms and Conditions and the documents on the specific API Services the Customer accesses or uses. Freepik may suspend or cancel access to or the use of any of the API Services (including any credentials assigned to the Customer or its API Client(s)), impose additional requirements or restrictions, or terminate the Terms and Conditions between the Customer and Freepik due to any breach of the Terms and Conditions committed by the Customer or by anybody else acting on the Customer's behalf.

The Customer agrees not to use the API Services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the Customer agrees not to partake in any conduct or action that could damage the image, interests or rights of Freepik or third parties.

The Customer shall not perform, nor allow any person to perform, whether directly or indirectly, any actions of reverse engineering, dismantling, reconstruction, decompiling, translation, modification, copying or in order to obtain the source code, nor shall create works derived from the API Services or from any aspect or part thereof, including, but not limited to, the sources code and algorithms, except where it is explicitly allowed under this Terms and Conditions.

## 4. Registration

The Customer must register and create an account to access and use the API Services. The Customer may be required to provide certain information (such as identification or contact data) as part of the registration process or as part of the access and use the Customer makes of the API Services. Our Privacy Policy sets forth how we process the Customer Personal Data and protect its privacy where the Customer provides Personal Data in relation to its access to and use of the API Services.

## 5. Restrictions

Notwithstanding any other limitations set forth herein, the Customer and its API Client(s) shall

- i. use the API Services in good faith and solely for the purposes allowed under this Terms and Conditions, avoiding any fraudulent purpose or negligent use thereof;
- ii. ensure that the caching, storing, or otherwise hosting any Freepik Content will be limited to strict technical reasons. The Customer is obliged to call the download endpoint every time a resource is used by an End User, even if the resource is cached, stored or hosted, so that Freepik can trace the legitimate use of the API. The API Client is responsible for implementing appropriate measures to ensure that no automatic or unintentional caching of the Freepik Content takes place.
- iii. adhere to all other usage Guidelines, technical specifications, or documentation provided or made available by Freepik in relation to the API Service
- iv. fulfill all the laws, standards and regulations which apply and not infringe third-party rights;

- v. not access or use the API Services in a way which breaches said laws, standards and regulations or third-party rights, or in a way that is deceitful, unethical, false or confusing, and require anybody else acting on the Customer behalf and its API Client(s) to do so as well;
- vi. The API Services are provided solely to enhance the functionality of the API Client and must not be used to create any standalone service or application with features that directly replicate or compete with magnific.ai or freepik.com products. The API Client must maintain a substantially different purpose and functionality from them. For the sake of clarity, fair use would involve embedding the API within a broader application, such as a videogame, where the API Services support but do not define the primary functionality. However, creating an application such as an independent image upscaling service, would constitute a breach of these Terms and Conditions. In such cases, Freepik reserves the right to terminate the Agreement and revoke the license and access to the services at any time; and
- vii. set forth binding terms and conditions and privacy policies for End Users of its API Client(s) that are in accordance with this Terms and Conditions.

Without limiting the foregoing, the Customer shall not distribute or provide access to its API Client(s) in breach of the trade laws of Spain. The Customer likewise undertakes not to behave in any way that could harm Freepik' image, interests and rights or those of third parties. The Customer shall refrain from impersonating another user or person or from performing any action that may affect or interfere with the API, the API Services or their security. It is forbidden to access or use the API Services in a way which is contrary to their normal use by means of techniques other than those authorized by Freepik from time to time or which unreasonably harm Freepik's interests.

Customer shall not use the API Services to license, resell, distribute or package Freepik Content or for any other activity in a way that violates Freepik Terms of Use or might harm Freepik's business operations, including, without limitation, any print-on-demand services or any other service in which the Freepik Content is directed o may be directed to be used in printed or electronic items (e.g. t-shirts, cups, postcards, birthday or greeting cards, invitations, calendars, web models or electronic devices, apps, NFTs, 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), unless otherwise stated in an Order Form.

The Customer is solely liable for properly managing and operating the service offered through its API Client(s), as well as for any relationship with or liability to the End Users of its API Client(s).

## 6. API Clients and Supervision

Freepik may supervise, review and inspect the Customer API Client(s), as well as supervise and

audit the access and use the Customer makes of the API Services from time to time without further notice to ensure quality, upgrade our products and verify the Customer fulfillment of the Terms and Conditions.

## 7. Intellectual Property

The Customer and its API Client(s) shall not infringe or violate third-party rights, including intellectual and industrial property rights, confidentiality rights, privacy or data protection rights, image rights or any other kind of rights, and the Customer shall require anybody else acting on its behalf and its End Users that they shall not do so either.

Nothing set forth in the Terms and Conditions grants or shall be construed to grant any right to use any Freepik intellectual property trademark except solely as expressly provided herein.

Subject to fulfillment of the Terms and conditions, Freepik grants the Customer a limited, non-exclusive, revocable, personal, non-sublicensable and non-transferable license to access and use the API Services solely to use Freepik's trademarks indicated by Freepik from time to time to promote the API Client's use. Such use must always be done in a way which does not affect Freepik's reputation and prestige and in accordance with any instructions Freepik may issue from time to time.

The Customer shall not use Freepik's trademarks in any way which suggests that the Customer is certified by, guaranteed by, sponsored by or associated in any way to Freepik or its different activities, except where express written authorization thereof is granted by Freepik. The Customer agrees that it shall not use Freepik trademarks in any way that might harm, disparage or adversely affect said trademarks and that it shall not attempt to register any trade name, trademark, distinctive sign, logo or domain name that is confusingly similar to Freepik's distinctive signs.

## 8. Publicity

Freepik may use the Customer name, trade names, trademarks or logos in presentations, marketing material, customer lists, financial reports, customer lists posted on websites, market research studies and other marketing activities, including incidental reproductions such as screenshots, videos or other content of its API Client(s). The Customer hereby grants Freepik, which accepts, a non-exclusive, irrevocable, free, worldwide and perpetual license to display its company or organization's name, trade names, trademarks or logos for the aforementioned purposes. The Customer shall not make any public statement regarding its use of the API Services which suggests Freepik's association, sponsorship or endorsement without Freepik's prior written authorization thereof.

## 9. Modification of the API Services

## 9.1 Right to Make Modifications

Freepik is constantly innovating and, as part of its ongoing innovation efforts, Freepik may alter or interrupt any aspect of the API Services (including any specifications, protocols or access methods to any part of the API Services) as they apply to any specific API Services or API Client user, user category or API Client, or to all users or API Clients, from time to time without giving any prior notice thereof. Freepik shall endeavor to give the Customer sufficient advance notice thereof or issue a prior announcement in this regard, without incurring any obligation whatsoever to do so.

## 9.2 Changes to Previous Incompatible Versions

Where Freepik intends to make changes to previous incompatible versions of the API Services, it shall announce it on the Developer Website and endeavor, at its reasonable discretion, to continue maintaining the software source code of the API Service versions thus affected during one (1) months as from the date such changes to the previous incompatible versions are announced.

## 10. Plans, Billings and Payments

The Customer shall be charged a fee (the "Fees") based on the agreed plan offered on the Developer Website for the API Service provided under these Terms and Conditions or, when applicable, described in the Order Form.

The Company can modify the API Services offered at any time, offering with new API Services (to which, unless otherwise stated, these Terms and Conditions shall apply) or ceasing to offer any of the API Services.

The Fees for the API Services is stated in the relevant currency in the Developer Website. The Company is entitled to modify the price for any API Services at any time. The Company shall apply the Fees stated in the Developer Website at the time of the use of the API Services by the Customer, unless stated otherwise in the Order Form.

The Customer agrees to pay the Fees through credit/debit card or any other accepted payment method offered by the Company, as stated on the Developer Website or specified in an Order Form. The processing of the payment information and data through credit/debit card is made within third-party sites. When ordering any plan, the Customer authorizes the Company to collect the corresponding Fees through the chosen payment method.

The Customer can pay the Fees in advance following the instructions displayed on the Developer Website. These advance payments are non-refundable, non-assignable, they cannot be exchanged, transferred, resold or redeemed for cash and they will expire in accordance with the legally mandated time limits.

Customer hereby authorizes Freepik and/or Freepik's authorized agents, as applicable, to bill Customer for the Service (and any renewal thereof). Unless otherwise stated in an Order Form, Customer's payment is due in full immediately upon each due date concerning the Service. Customers must notify Freepik of any change in Customer's payment account information, either by updating its account or via email.

Failure by the Customer to comply with the payment obligation set out in this clause for a period of more than five (5) days shall entitle the Company to suspend access to the API Service until the Customer remedies that breach.

Unless otherwise specified in this Terms and Conditions or Order Form, all Fees are non-refundable. Freepik does not provide refunds or credits for any partial use or non-use of the Services.

For any renewal term, Freepik reserves the right to change the Fees and billing methods by giving Customer at least thirty (30) days' notice prior to the commencement of such renewal Term. Unless the Terms and Conditions is terminated, Customer acknowledges and agrees that Customer will be automatically charged for the applicable Fees.

Unless otherwise specified in this Terms and Conditions or Order Form, all Fees are non-refundable. Freepik does not provide refunds or credits for any partial use or non-use of the Services.

Unless otherwise specified in a Order Form, the Fees do not include any taxes, levies, duties, fees or other amounts assessed or imposed by any government authority, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Except for taxes imposed on Freepik's income, Customer is responsible for paying the Taxes that would be levied against Customer by government authorities. Freepik will invoice Customer for such Taxes if Freepik believes Freepik has a legal obligation to do so and Customer agrees to pay such Taxes

Freepik may, at its sole discretion, offer Customer certain non-transferrable benefits (such as discounts on Fees or a free extension in Term) specific to the Services.

## 11. Audit Clause

From time to time, Freepik and Customer shall regroup and assess ongoing use and consumption of the API Service. Freepik reserves its right to access Customer's servers, logs, billing systems, to audit the fair use of the Service, as well as require any information regarding the usage of the API Client (API data, API calls, downloads, etc.). Such audit will be at Freepik's own expenses. Client will make their best effort to facilitate such audit, in case Freepik requested it. For sake of clarity,



not providing nor facilitating access to Customer usage analytics and data would be considered as a material breach of Contract by Customer. Freepik shall hold a free, worldwide, transferable, sublicensable and perpetual right to use said information to change, operate and upgrade the API Services.

## **12. Term, Termination and Suspension**

### **12.1 Term**

This Terms and Conditions will remain in effect for the duration of the API Services, as stated on the Developer Website or as outlined in the Order Form (the "Term"). At the end of each Term, API Service will automatically renew for additional and equal Term. If either party does not want the API Service to renew, then it must notify the other party in writing at a period of time prior to the end of the then current Term. This period of time shall be 10 days in case of a monthly subscription and 30 days in all other cases. This notice of non-renewal will be effective upon the conclusion of the then current Term.

### **12.2 Termination for Cause**

Either party may suspend performance or terminate these Terms if: (i) the other party is in material breach of the Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of these Terms more than two times notwithstanding any cure of such breaches.

### **12.3 Effects of Termination**

After any suspension, interruption notice or termination (whether by the Customer or by Freepik), the Customer shall immediately cease to access and use any of Freepik's Property (as defined below) and delete all the API Services and Freepik's Confidential Information in its possession or under its control, including any housed in the Customer servers. Upon Freepik's request, the Customer shall certify the deletion of all the API Services and Freepik's Confidential Information that are in its possession or under its control in writing and with the signature of a duly authorized representative. Freepik may independently get in touch with any holder of accounts that are associated with credentials assigned to the Customer or to its API Client(s) in order to give notice of the termination of access to and use of the API Services and make any announcement regarding its API Client(s) (as appropriate).

## **13. No Implied Licenses**

### **13.1 Ownership**

Freepik and its licensors shall keep and maintain all rights (including intellectual and industrial

property rights, such as patents, copyrights, corporate secrets and other property rights) to or in relation to the API Services (including API Data), Freepik's distinctive signs, the Developer Website, the Terms and Conditions, Freepik's Confidential Information, all the underlying technology and IT programs, along with all the works derived from any of the foregoing (jointly referred to hereinafter as **Freepik's Property**). The Customer shall keep ownership of all the rights to the Customer API Client(s), apart from any of Freepik's Property.

### **13.2. No Other rights**

Except for the rights expressly granted under the Terms and Conditions, Freepik does not grant the Customer any other rights or licenses (whether express, implied, by operation of law or exhaustion, or otherwise) to Freepik's Property or to any of Freepik's intellectual or property rights.

## **14. No Patent or Content Licenses or Rights**

Without limiting the general nature of the foregoing, no patent rights or licenses held or controlled by Freepik are granted, nor are any rights or licenses granted to reproduce, place or make Freepik Content available in any way other than by using the API Services in accordance with the Terms and Conditions. Freepik reserves all rights that are not expressly granted through this Terms and Conditions.

## **15. No Exclusivity**

The Terms and Conditions is a non-exclusive Terms and Conditions. The Customer hereby states and agrees that Freepik can and may develop websites, applications, products or services that compete with the API Services, its API Client(s) or any other product or service. Furthermore, Freepik is under no obligation whatsoever to place any such products or services at the Customer disposal.

## **16. Confidentiality**

Any communications Freepik sends the Customer and the API Services may contain Freepik's Confidential Information. If the Customer receives any of Freepik's Confidential Information, the Customer shall keep it confidential, refrain from using it except for its own permitted use of the API Services in accordance with the Terms and Conditions and refrain from disclosing it to any third party without Freepik's prior written consent. Furthermore, the Customer shall take measures to prevent any unauthorized use, access or disclosure to third parties of Freepik's Confidential Information in the same way as the Customer would protect its own confidential proprietary information, which shall not in any event be less than that of a reasonable level. Notwithstanding the foregoing, the Customer may disclose Freepik's Confidential Information where so required by law after giving sufficient notice thereof, unless the competent court rules that Freepik should not be served such prior notice. The Customer likewise undertake to destroy or return Freepik's

Confidential Information upon Freepik's reasonable request. The Customer's confidentiality obligations shall apply for as long as the Confidential Information remains confidential. As a consequence of the sensitive and secret nature of Freepik's Confidential Information, the Customer acknowledges that its unauthorized disclosure or use may result in irreparable harm and that the Customer may be subject to civil actions.

## **17. Warranties and Exclusion of Liability**

### **17.1 No Warranties**

The Customer acknowledges and accepts that it shall use the API Services at its sole risk and liability. The API Services are provided "as is" and "as available" with all their defects and without any warranty of any kind whatsoever. Except as expressly set forth in the Terms and conditions, Freepik does not grant and rejects that any condition, warranty or other term shall apply to any service, software or any other goods or service provided by Freepik under the Terms and conditions.

### **17.2 Additional Exclusion of Liability**

As provided by Clause 19 (Limitation of Liability), any condition, warranty or any other implicit term (including any implicit term referring to satisfactory quality, fitness for purpose and conformity with description) regarding the API Services or Freepik services related to this Terms and conditions is excluded. More specifically, Freepik does not warrant that:

1. the API Services will meet the Customer needs, those of its API Client(s) or those of it/their End User;
2. the API Services will run without stoppages, downtimes or in a timely, secure or error-free way;
3. the API Services will be accurate, reliable, complete, continue to exist, be of satisfactory quality, not infringe third-party rights or be otherwise valid; or
4. defects in the running and functionality of any aspect of the API Services, including any software, source code, content (including icons), data, support or anything else provided to the Customer or its API Client(s) as part of or in relation to the API Services will be corrected.

### **17.3 No External Warranties**

To the extent allowed under the law which applies and subject to the provisions set forth in Clause 19, no advice or information obtained from Freepik, any third party related to Freepik or via the API Services, whether verbally or in writing, shall give rise to a warranty that has not been expressly set forth in the Terms and conditions.

### **17.4 Third-Party Services**

The API Services may contain links to third-party websites and online services which are not owned or controlled by Freepik. Freepik has no control over such websites and online services and assumes no liability whatsoever for them. This services may be subject to specific conditions or instructions that must be accepted by the Customer prior to the provision of the relevant Service. These specific conditions may be imposed by Freepik or by third parties. Such specific conditions shall apply in addition to the Terms and Conditions and, in case of conflict, shall supersede the Terms and Conditions. Accordingly, the Customer must read and accept such specific conditions before the provision of the relevant service.

## 17.5 Support

The Customer understand and accept that it is solely liable for operating and maintaining its API Client(s) without there being any obligation for Freepik in this regard, unless otherwise stated herein. Freepik shall offer a support channel to attempt to sort out technical issues related to the implementation and use of the API Services without assuming any obligation or warranty of any kind whatsoever.

## 18. Liability

### 18.1 Limitations of Freepik's Liability

Freepik shall not be liable under the Terms and conditions (whether due to contractual liability, extracontractual liability – including third-party liability – or of any other kind) for any special damages, consequential loss, loss of profit, loss of revenue and loss of opportunity suffered or incurred by the Customer or otherwise for data loss or corruption, the withdrawal or modification of any aspect of the API Services, or in relation to any content sent to Freepik's websites, applications, services and products by users or partners, or for any defamatory, offensive or unlawful behavior by said persons or entities (regardless of whether or not the parties have foreseen such losses).

Freepik shall likewise not be liable for any damages which may arise from:

- i. Stoppages, downtimes, viruses, faults, interferences, omissions, electronic system or communications system disconnections or disconnections in its equipment for reasons beyond Freepik's control.
- ii. Delays or blockages in the use of the API or the API Services due to deficiencies or overloading on the Internet, lines or electricity or communications systems.
- iii. Actions by third parties.
- iv. Inability to access the API or the API Services due to maintenance or updating work.
- v. Any other circumstance beyond Freepik's control.

## 18.2 Additional Limitations

To the maximum extent allowed under the law which applies and subject to the provisions set forth in this clause, Freepik's total liability under the Terms and conditions or in relation to it (whether due to contractual liability, extracontractual liability – including third-party liability – or of any other kind) shall be limited to the amount the Customer have paid Freepik for access to and use of the Premium API Services over the twelve months prior to the event that gave rise to the liability.

## 18.3 Indemnity

The Customer shall indemnify Freepik, its administrators, directors, employees, collaborators and users for any liability, damages, harm, loss, cost, fees (including attorneys' fees) and expenses resulting from any court or out-of-court claims brought by third parties (any or all are referred to hereunder as **Claim** or **Claims**) in so far as they arise from or are related to:

1. access to or any use of the API Services by the Customer, anybody else acting on its behalf, its API Client(s) or any of its End Users;
2. a breach of the Terms and conditions (or of any part thereof) by the Customer, anybody else acting on its behalf, its API Client(s) or any of its End Users, including any infringement of any third-party right (including any intellectual or industrial property right, confidentiality and data protection right, image right or any other right) by The Customer, anybody else acting on its behalf, its API Client(s) or any of its End Users; or
3. any content, data, technology or materials provided or contributed by the Customer, anybody else acting on its behalf, its API Client(s) or any of its End Users, and not by Freepik.

## 19. General Provisions

### 19.1 Entire Terms and conditions

The Terms and conditions governing the relationship between both Parties constitutes the entire and complete Terms and conditions between the Parties with regard to its purpose.

### 19.2 No Waiver

Freepik shall not be deemed to have waived exercising any right under this Terms and conditions due to its failure to exercise it at any time (or for a delay in exercising it).

### 19.3 Nullity and Severability

If any specific clause of the Terms and conditions is declared null and void, unlawful or unenforceable by a competent court, said clause shall be amended so that it applies and reflects the parties' intention to the extent possible. Should this turn out to be impossible, it shall be deemed to have been eliminated and the rest of the Terms and conditions shall remain in force.

## 19.4 Notices

All written notices must be drafted in English or Spanish and sent by e-mail to the address indicated on the account or on the Order Form and shall be deemed to have been served after their reception.

## 19.5 Assignment of the Terms and conditions

Freepik may transfer or assign the Terms and conditions, including any rights and licenses granted under it, to a third party, but the Customer may not do so without Freepik's previous approval.

## 19.6 Relationship of the Parties

This Terms and conditions does not involve the creation of an association or an agency relationship with Freepik. The parties are independent contracting parties.

## 19.7 Priority

Should there be any discrepancy between these Terms and conditions and the other documents which comprise the Terms and conditions on the API Services, the Terms and Conditions shall prevail. In the event of a discrepancy involving the remaining documents which comprise the Terms and Conditions, they shall prevail as per the order in which they are set forth in Clause 2 above.

## 19.8 Governing Law and Competent Jurisdiction

The Terms and conditions shall be governed by Spanish law. To the extent allowed under the law which applies, Both Parties accept to submit to the sole jurisdiction of the Spanish courts and tribunals, in particular those of the city of Malaga, in order to settle any legal dispute which may arise from the Terms and conditions. Notwithstanding the foregoing, Freepik may file for an injunction (or any other equivalent urgent legal remedies) in any jurisdiction.

# AI Products Terms and Conditions

## Effective Date: February 2025

These terms (the "AI Products Terms") govern the use of the artificial intelligence-powered products and tools offered by Freepik Company, including, but not limited to, the tools available at [www.freepik.com/ai](https://www.freepik.com/ai) (the "AI Products"). Freepik Company reserves the right to update these terms periodically.

Freepik Company may provide translations of these Terms and Conditions into various languages merely for informative purposes. However, the English version is the only legally binding version. In

the event of any discrepancy between the English version and a translated version, the English version shall prevail.

## 1. Relationship with Freepik's General Terms of Use

These AI Products Terms complement and are governed by Freepik's general Terms, available at <https://www.freepik.com/legal/terms-of-use>. Any terms not defined herein shall have the meaning assigned to them in the Terms.

## 2. Description of AI Products

The AI Products allow users to generate and edit graphic resources using artificial intelligence tools provided by Freepik Company. Users can upload text, images, video, audio, or other materials ("Input"), which the AI Products process to generate images, videos, audio files, presentations, or any other graphic resources (the "Output").

User access to AI Products is governed by a credit-based system. Each action performed using AI Products will deduct a predefined number of credits from the User's account. The use of AI Products on the Website will be limited to the number of usage credits available to each User, according to the Subscription they have purchased. Freepik will inform the User on the Website about the number of available usage credits, as well as the usage credit cost of each AI Product. The AI Products usage credits available to each User will reset at the beginning of each subscription period.

Freepik Company may impose limits on the number of Outputs that the User can create using AI Products. Freepik Company will notify the User when they have consumed the number of credits available for their User account. AI Products may not be available in all languages.

## 3. Use of Third-Party Technology

Our AI Products may incorporate artificial intelligence models developed by third parties. The terms and conditions and/or license agreements of such third-party providers are incorporated into these AI Products Terms by reference, and the User is responsible for complying with them.

Additionally, when content is offered under a special license, such as certain forms of open-source licenses that require the provision of a copy of the license, we will provide a copy directly on our website or upon User request. This ensures transparency and compliance with the licensing terms of the content provided through our AI Products.

## 4. User Responsibility

The User is responsible for the Input uploaded and the Outputs generated. The User must ensure that their Inputs and Outputs comply with these terms before uploading, using, or sharing them.

Additionally, the User must ensure that all usage complies with our [Acceptable Use Policy](#), which sets guidelines to ensure respectful and legal use of our services.

Freepik Company does not select, screen, control, guarantee, endorse, sponsor, or identify in any way with the Outputs.

The User may use the Output for any legal purpose, provided they comply with these AI Products Terms and agree that they are solely responsible for such use, and that any use of the Outputs is at their own risk. Freepik does not guarantee the legality, accuracy, completeness, or reliability of the Outputs and accepts no liability arising from the User's use of the Outputs or any omission or error contained in the Outputs. The User is solely responsible for obtaining independent professional advice before using the Outputs or relying on its accuracy.

## 5. Warranties Regarding User-Provided Input

The User warrants and represents that they possess all necessary rights, licenses, and permissions to upload the Input into the AI Products. In particular, the User warrants that:

1. They are the creator or rights holder of the Input or have a legally valid license or authorization for its use in the AI Products.
2. They have obtained all necessary authorizations from any person whose image, voice, identity, or other personal data appears in the Input.
3. The Input does not infringe intellectual property rights, privacy, image, or other rights of third parties and complies with all applicable laws.

The User assumes full responsibility for any claims arising from the use of the Input and Output and holds Freepik Company harmless from any liability.

## 6. Prohibited Uses

The User agrees not to upload any Input or use any Output to:

1. Infringe, misappropriate, or violate intellectual property and/or image rights or other rights of third parties.
2. Generate spam, false, misleading, deceitful, harmful content to any person or group, or violent images.
3. Use the Outputs to distill, modify, or train another artificial intelligence model, including any process that involves the transfer of patterns, weights, parameters, activations, or intermediate data representations, or the generation of synthetic data to induce another model to function similarly.
4. Deceive any person into believing that the Output was created by a human.



5. Generate political content intended for dissemination in electoral campaigns.
6. Generate content that includes nudity or shocking material, such as obscene gestures or other profane topics.
7. Defame, slander, or vilify a person, race, gender, culture, sexual orientation, religion, country, region, city, town, or other place, or any other human group.
8. Generate or disseminate personally identifiable information that could be used to harm an individual.
9. Exploit the vulnerabilities of a specific group of people based on their age, social, physical, or mental characteristics, to materially distort the behavior of a person belonging to that group in a way that causes or may cause physical or psychological harm to that person or others.
10. Engage in fully automated decision-making that negatively affects the legal rights of an individual or in any way creates or modifies a binding and enforceable obligation.
11. Provide medical advice and interpretation of medical results.
12. Generate or disseminate information for use in the administration of justice, law enforcement, immigration, or asylum processes, such as predicting that an individual will commit fraud/crime (e.g., through text profiling, establishing causal relationships between statements made in documents, indiscriminate and arbitrarily directed use).

In the event that any Inputs or Outputs are apparently illegal or violate the AI Products Terms, the User acknowledges that Freepik Company may disclose such content to law enforcement or governmental authorities, or in response to a court order. Additionally, non-compliance with the AI Products Terms will entitle Freepik Company to suspend or terminate the User's account.

## 7. Ownership of Inputs and Outputs

As between the User and Freepik, the User is and shall remain the sole and exclusive owner of all right, title, and interest in and to any and all the Inputs.

Between Freepik and the Users who have purchased a Subscription on the Website (the "Subscribers"), Freepik hereby assigns to them all rights, title, and interest it may have in such Output. The Subscriber will be the exclusive owner of all rights, title, and interest in the Output, in perpetuity and to the fullest extent permitted by applicable law, provided that their Subscription remains active at the time of generation of the Output and subject to the compliance with these AI Products Terms.

Between Freepik and the Users with a free account on the Website (the "Free User"), Freepik Company grants the Free User with a free account a personal, non-exclusive, non-transferable, and revocable license to use the Outputs exclusively for personal and non-commercial purposes.

Freepik Company reserves the right to specify the permitted uses of Outputs generated by certain AI Products. This may include, but is not limited to, personal use, editorial use, or other specified uses. In cases where Freepik Company notifies a restriction on the use of a particular type of Output, the User must limit their use as indicated by the company.

## 8. Nature of AI-Generated Content and Intellectual Property Rights

The User acknowledges that the Outputs are produced using artificial intelligence models and that similar outputs may be generated by different users. Freepik Company does not guarantee the exclusivity of the Output nor that it cannot be generated again by other users of the service.

The User further agrees that, under the laws of certain jurisdictions, the Output may not be protected by intellectual property rights.

## 9. License Granted to Freepik Company

By using the AI Products, the User grants Freepik Company the right to host the Inputs and Outputs on platforms managed by Freepik Company or its providers and to use them for security purposes and to improve Freepik Company's products and services. Freepik Company will not use Inputs (including the User's image captured when using certain AI Products) or Outputs to train its own AI models.

## 10. Confidentiality

Inputs and Outputs used or generated through the AI Products will be treated as confidential unless the User chooses to share them publicly via [Freepik Creators' Community](#) or other platforms. Freepik Company commits not to disclose such information to third parties, except when necessary to provide the service, when the User makes an Output public, or when required by law.

Once the User publishes an Output on [Freepik Creator's Community](#), such content may be accessed and used by other users according to the platform's terms, and Freepik Company will not be responsible for its use or distribution by third parties.

## 11. Service Availability and Quality

Freepik Company makes every effort to ensure continuous and stable access to AI Products. However, the User acknowledges and agrees that:

1. AI Products may be subject to changes in functionality, algorithms, interfaces, or performance without prior notice.
2. Freepik Company does not guarantee the quality, stability, uptime, accuracy, or reliability of AI Products or the Outputs.

3. Temporary or permanent service interruptions may occur due to maintenance, updates, or external factors.
4. Freepik Company reserves the right to modify, suspend, or discontinue the AI Products in whole or in part.

## 12. Reporting Undesired Outputs and Contact

The User acknowledges and agrees that, in certain cases, due to the use of specific Inputs, AI Products may produce undesired Outputs. If such results occur, the User may contact Freepik Company through the [support form](#) (or any other channel provided by Freepik Company at any given time) to report them. If in doubt about whether an Output may violate the AI Products Terms, the User should refrain from using it.

# END USER LICENSE AGREEMENT FOR DISNEY CONTENT

Please read this End User Licence Agreement ("EULA") carefully before editing or downloading any Disney Content from [www.freepik.com](http://www.freepik.com), [www.slidesgo.com](http://www.slidesgo.com) and [www.wepik.com](http://www.wepik.com), including any subdomains (the "Website(s)"). By downloading, editing, copying, and/or otherwise using the Disney Content you agree to be bound by the terms of this EULA. We are only prepared to licence you to use the Disney Content on the terms of the EULA.

By clicking "Accept" before editing or downloading the Disney Content this EULA shall become a binding agreement between you and the Company.

## 1. Legal Agreement

This EULA is a legal agreement between you and Freepik Company, S.L.U., with Company No. B93183366 and registered office at 13 Molina Lario St., 5th floor, Malaga, Spain ("the Company" or "we"), which governs your use of the Disney Content. For the purposes of this EULA, references to the Disney Content includes any content available on the Websites marked as Disney produced content, which you may download and/or edit from any of the Company Websites.

Likewise, the access, download and/or edition of the Disney Content may imply the access or use of some of the Company Websites. For the avoidance of doubt, in case you access the Disney Content through Freepik or Slidesgo, and/or access, edit or download the Disney Content from Wepik or Slidesgo, [Freepik Terms and Conditions](#), [Slidesgo Terms](#) and [Wepik Terms and Conditions](#) shall apply (together, "the Conditions"). The Conditions shall be considered as part of the EULA and you must comply with them. In the event of any discrepancy between the EULA and

the Terms and Conditions, the EULA shall prevail.

We may, without prior notice, remove any specific Disney Content available on the Website; stop providing access to all Disney Content, to you or to users generally; set the conditions to access to the Disney Content and limit or modify them. We may permanently or temporarily terminate or suspend your access to the Service without notice or liability for any reason, including if in our sole determination you violate any provision of these EULA and/or the Conditions.

## 2. Grant of Limited Non-Exclusive Licence

This Section establishes, with respect to the Disney Content, the licence with which you are granted by the Company and its licensors to access, download, edit and/or use such Content. For clarification purposes, the licence terms for other Freepik or Slidesgo Content, as defined in their respective Terms, shall not apply in respect of Disney Content.

For so long as you are in compliance with the provisions of this EULA, you are granted a limited, non-exclusive, revocable, non-transferable (except as otherwise expressly provided), non-sublicensable license to access, view, display, and use the Disney Content for your personal, non-commercial use.

Except as expressly granted in the EULA, all rights are reserved by the Company and its licensors. For the avoidance of doubt, the foregoing license shall not extend to any end user who accessed the Disney Content through unauthorized means.

Your rights of use under this EULA are strictly conditional upon your observance of the terms and conditions contained in this EULA and the Conditions at all times.

## 3. Restrictions

Regarding the Disney Content, you may not:

- except as expressly authorized on the Website, alter, transform, modify, extract or make derivative works of any Disney Content or any part of it, included therein;
- use the Disney Content or any element thereof for any commercial purpose whatsoever, such as to advertise or promote any product or service;
- include the Disney Content in any other type of content, such as a videos or games;
- use the Disney Content in any manner that violates applicable Law or the Company's policies or that may harm the reputation or goodwill associated with the Disney Content or the Company or its licensors;
- attempt to acquire any intellectual property rights in or to the Disney Content or derivative works thereof; or

- disable or circumvent any security features implemented in connection with the Disney Content.

## 4. Privacy

Our [Privacy Policy](#) sets out how we collect, use, disclose and store your personal information. It also contains details of how to exercise your privacy rights (such as access and correction) and how to make complaints.

## 5. Termination

Without prejudice to any other rights, the Company may terminate this EULA immediately without notice if you fail to comply with the terms and conditions of this EULA and or the Conditions at any time. In the event of termination, you must cease using and destroy all copies, digital or physical, of the Disney Content and all of its component parts and editions created using the Services. All provisions of this EULA relating to remedies, or damages and the Company and its licensors' proprietary rights, choice of law and jurisdiction, indemnity and miscellaneous shall survive termination.

## 6. Indemnity

You agree to indemnify, defend and hold harmless the Company, its partners, affiliates, contractors, licensors, officers, directors, employee and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from your acts of omissions in connection with using the Disney Content or any breach by you of the terms of this EULA.

## 7. Governing Law and Dispute Resolution

This EULA and any claim or dispute of whatever nature (including any non-contractual dispute) arising out of or relating to this EULA shall be governed by and construed in accordance with the laws of the United States.

All disputes arising in connection with the Disney Content, and the EULA shall be resolved through binding arbitration, except any disputes related to intellectual property rights may be resolved in court. All arbitrations are to take place on an individual basis and class actions and class arbitrations are not permitted.

## 8. Miscellaneous

Without prejudice to Section 1, this EULA together with any other agreement, policy or other document expressly referred to in this EULA constitutes the entire agreement between the Company and you with respect to the license and use of the Disney Content and supersedes all prior or contemporaneous understandings.

No amendment or modification of this EULA will be binding unless made in writing.

Any translation of the EULA is for local requirements and, in the event of any dispute between the English and non-English versions, the English version of the EULA shall prevail.

The Company reserves the right to amend this EULA at any time, at its sole discretion, but will post such changes on the Website and/or will otherwise communicate such changes to you. If any such future changes to this EULA are unacceptable to you or cause you to no longer be in compliance with this EULA you may terminate this EULA by stop using the Disney Content and eliminating any copy, whether physical or digital, of it. In case you continue to access, edit, download or use the Disney Content following notice of changes to this EULA will constitute your acceptance of any and all such changes to the terms of this EULA.

If any court or competent authority finds that any provision of this EULA (or part of any provision) is invalid, illegal or unenforceable under the applicable law, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected.

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AI Image Generator	Pricing
AI Video Generator	About us
Image upscaler	API
Background Remover	Jobs
Photo editor	Sell content
AI Voice Generator	Brand guidelines
All Freepik tools	Events
	Search trends
	Blog

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