

# Terms and Conditions of Freepik Company's Referrals Program

The following terms, entered into by and between **"You"** (or the **"Referral"**) and Freepik Company, S.L. (**"Freepik"**), govern Your participation in Freepik Company's referrals program (hereinafter, the **"Referral Program"**) that allows You to earn commissions on new contributor subscriptions initiated via the personal link provided by Freepik Company (hereinafter, the **"Referral Link"**). Please read these terms carefully. By generating and using the Referral Link, as defined below, You accept and agree to be bound by these terms and conditions and any other documents or terms that are incorporated by reference herein (collectively referred to as these **"Terms of Use"**).

Freepik reserves the right in its sole discretion to modify, amend or change these Terms of Use at any time. The Referral is expected to check these Terms of Use from time to time to keep informed of any amendments to the Referral Program.

## 1. Conditions of the Referral Program.

1.1. In order to become a Referral, you shall comply with the following conditions:

- a. You actually are a contributor to Freepik Company's platforms (Freepik, Flaticon).
- b. Your personal documents have been validated.
- c. You generate through the Referral Program website a Referral Link.

1.2. Once the Referral Link has been generated, the Referral will be able to share it. Referrals Links should only be used for personal and non-commercial purposes. Referral links should not be published or distributed on commercial websites (such as, without limitation, coupon websites, Reddit, or Wikipedia) or on blogs. Referrals are prohibited from "spamming" anyone with referral invitations. This includes mass emailing, texting or messaging people you do not know or using automated systems or bots through any channel to distribute your referral link. Referrals are prohibited from paying to advertise their referral links.

- 1.3. For the avoidance of doubt, it is forbidden to share the Referral Link on websites which include content that (i) is sexually explicit; (ii) is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (iii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); (iv) promotes any activities that may appear unsafe or dangerous; (v) is obscene or offensive, or endorses any form of hate or hate group; (vi) defames, misrepresents or contains disparaging remarks about other people or entities; (vii) communicates messages or images inconsistent with Freepik or its values; or (viii) infringes or promotes infringement of intellectual property rights or violates or promotes the violation of any law.
- 1.4. In order to be deemed as a Referred Registration, the referred contributors shall (i) comply with every requirement to become a contributor, (ii) register himself/herself as a contributor through the Referral Link, (iii) upload the documentation required which shall be previously validated by Freepik; and (iv) pass the quality test to become a contributor.
- 1.5. A Referred Registration shall be deemed as fraudulent in the following conditions: (i) if the registration has been carried out using false identities, (ii) the Referral uses any technological method to generate fake or artificial registrations, (iii) if the Referral uses third parties to upload content produced by the Referral itself, (iv) a former Referred Contributor register himself or herself again through the Referral link, (v) in the event that the material uploaded by the Referred Contributor constitutes an infringement of intellectual property rights of third parties and, in general, (vi) if the Referred Contributor breaches Freepik's terms and conditions.
- 1.6. Should Freepik detects a fraudulent Referred Registration, Freepik may, at its sole discretion, block, suspend for a certain period of time or even eliminate the Referral account as contributor. In any case, the Referral shall not be able to participate again in the Referral Program.

## 2. Remuneration

- 2.1. For each Referred Registration is stated in the website, the Referral will earn a percentage of the revenues by the Referred Registration during his or her first year as a Referred Registration, subject to the fulfilment of the requirements stated in clause 1.4. The applicable percentage will be indicated by Freepik on the relevant website. Once the first year of any Referred Registration has elapsed, the Referral shall not be entitled to receive any further remuneration.
- 2.2. The minimum payment is one hundred (100) USD/Euros (the "**Minimum Payment**"). In case the remuneration accrued during any calendar month is less than the Minimum Payment, such remuneration shall be brought forward to the following calendar month until the accumulative remuneration reaches the Minimum Payment. Payment of the remuneration to the Referral shall be

made two (2) months after the last day of the current month in which the Referred Registrations are made, provided that the Referral has generated valid Referred Registrations.

- 2.3. The Referral is responsible for the payment of all tax and national insurance payable on any payments made to him by Freepik.

## **4.Limits on Freepik's Liability**

- 4.1. Freepik shall not be liable for costs and damages incurred by the Referral arising out of this Agreement. In the event that Freepik is liable, in no event shall Freepik's cumulative liability exceed the payments made to the Referral pursuant to these Terms of Use. Freepik shall not in any circumstances be liable for indirect or consequential damages and costs incurred by the Referral for any reason whatsoever.
- 4.2. Freepik will not be liable for defects in the service, interruptions in the accessibility to the service, defects in the security system or viruses or other harmful software components in Freepik's service or for any damage caused by viruses or components to the service. Freepik shall not be liable for any error in the implementation of the Referral Link or for the specified function of the Referral Link.

## **5.Term and Termination**

- 5.1. These Terms of Use shall be effective upon Freepik's acceptance of You as a Referral and shall remain in effect until terminated.
- 5.2. Violation of these Terms of Use may, in Freepik's sole discretion, result in termination of the Referral's participation in the Referral Program. Furthermore, Freepik is entitled to terminate this Agreement and/or suspend the Referral from the Referral Program for any reason, including but limited to if the Referral acts fraudulently or illegally in any way or the Referral generates or tries to generate fraudulent registrations or the Referral in any other way breaches any of the provisions of these Terms of Use.
- 5.3. Upon suspension or termination of the Referral from the Referral Program, Freepik shall inform the Referral, the Referral Link shall be deactivated and any rights granted to you under these Terms of Use shall cease.
- 5.4. This Agreement expires immediately on termination and no remuneration will be paid to the Referral for the Referral Program if the Referral is terminated for the reasons stated in clause 4.2.

## **6. Indemnity**

- 6.1. The Referral shall indemnify, defend and hold Freepik harmless against any claims, losses, damages, expenses (including reasonable attorneys' fees) arising out of or relating to Referral's participation in the Referral Program, including but limited to Referral's breach of these Terms of Use, actual or alleged infringement of a person's intellectual property rights, the contents of the Referral's website, any incorrect information given to Freepik by the Referral, Referral's improper, negligent or unauthorized use of Freepik's service. You will cooperate as fully required by Freepik, as applicable, in the defence of any such claim. Freepik reserves the right to assume the exclusive defence and control of any matter subject to indemnification by You, and You will not settle any claim without the prior written consent of Freepik.

## **7. Assignment of the Agreement**

- 7.1. Either party may not assign or transfer his rights or obligations under these Terms of Use in whole or in part to any third party without the prior written consent of the other party. The Referral Link is personal and under no circumstances the Referral may assign his or her Referral Link to a third party.

## **8. General and Contact Information**

- 8.1. The Referral Program terms and the interpretation and application of these terms shall be governed by Spanish Law. 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.
- 8.2. 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.