Adobe Stock Additional Terms

Last updated June 5, 2018. Replaces all prior versions.

These Additional Terms govern your use of the Adobe Stock Services and the Work (as defined below) and are incorporated into the Adobe General Terms of Use (“General Terms”) located at www.adobe.com/go/terms (these Additional Terms and the General Terms are collectively referred to as “Terms”). Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. Definitions.

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1.2. “Work(s)” means the photographs, illustrations, images, videos, 3D assets, templates, or other pictorial or graphic work that you license through any Websites.

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3. License to the Work and Specific Restrictions.

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(b) Standard License Specific Restrictions. In addition to the restrictions in section 4, the following restrictions apply to any Work under a Standard License:

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(ii) you may not incorporate a Work into merchandise intended for sale or distribution, unless (A) the Work has been modified to the extent that the modification is not substantially similar to the original Work and can qualify as an original work of authorship; or (B) the primary value of the item of merchandise does not lie with the Work itself. For clarification, producing an unmodified Work on a poster intended for resale or distribution is not permitted, as the primary value would lie in the Work itself;

(iii) you may not use, include, or incorporate the Work in any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards); and

(iv) you may not use, reproduce, distribute, or display the Work with a press release that includes the distribution of the stand-alone image file to the media.

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(i) electronic templates and design template applications intended for resale or distribution, provided the recipient is only permitted to use or access the Work with the template;

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(iii) a press release, including distribution of the stand-alone image file to the media, if the Work: (A) is only published in connection with the press release, and (B) is not used or disseminated in any other manner.

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(b) **Comp License.** Subject to your compliance with the Terms, we grant you the right to use, reproduce, modify or display "comp" (i.e. composite) or preview versions of a Work solely for previewing how a Work may look in production for up to 90 days from the date of download ("Comp License"). Unless a license is purchased, you have no right to a production use of the Work or make the Work publicly available. We make no guarantee that any Work you download under a Comp License will be available for license thereafter.

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4.1. **General Restrictions.** You must not:

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(b) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in the Work;

(c) incorporate the Work into a trademark, logo or service mark;

(d) use the Work in a pornographic, defamatory, or otherwise unlawful manner;
(e) use the Work in a way that depicts models and/or property in connection with a subject that a reasonable person could consider unflattering, immoral, or controversial, taking into account the nature of the Work, examples of which could include, without limitation, ads for tobacco; adult entertainment clubs or similar venues or services; endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;

(f) use the Work in an editorial manner without the accompanying credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: "Author Name / stock.adobe.com", or as designated on the Website;

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(h) use the Work on a social media platform or other third-party website if such platform or website's terms of use state that it may use the Work for its own purpose or in a manner that exceeds the license granted in the Terms.

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4.4. Sharing with Your Creative Cloud Team. Team members using the Work licensed through your Creative Cloud Team must all be from one legal entity. Each license for the Work may be used by up to 10 team members. You must obtain additional licenses to the Works if more than 10 team members will use the same Work or if you need licenses that cover other legal entities.

4.5. Sharing with Your Creative Cloud Enterprise. Enterprise Stock Members using the Work licensed through your Enterprise membership may be from different legal entities within the enterprise. Each such license for the Work may be used by any member of the enterprise. Additionally, for Enterprise Stock Members, there is no limitation on how many team members may use the license for the Work. "Enterprise Stock Members" means members that license Works via their enterprise membership.

5. Payment and Subscription.

5.1. Payment. If you purchase a subscription plan, then you authorize us to charge you the subscription fee listed at the time of purchase. We will automatically renew your subscription unless you cancel before your subscription renews. We may suspend or terminate your subscription if we are unable to charge the applicable fees to your account. Subscription fee may change at renewal of your subscription. You are responsible for all charges incurred up to the time your account is deactivated or terminated. All fees are non-refundable, even if your subscription is terminated prior to its expiry date.

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5.5. Stored Payment Information. We may require you to store your payment information with us solely for the purpose of purchasing additional Works or Services. If you make such additional purchases, then you authorize us to charge the applicable fees using your payment information. You can update your payment information at any time from your account page.

6. Your Indemnification Obligations.

6.1. Your Duty to Indemnify. You shall indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, or licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your use of the Work (except as indemnified under section 7), or your violation of the Terms, including the use of a Work designated as “editorial use only” for a commercial purpose without obtaining any necessary consents or permissions.

6.2. We have the right to control the defense of any claim, action or matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any such claim, action or matter.

7. Our Indemnification Obligations.

7.1. Our Duty to Indemnify. Provided that the Works are used in accordance with the Terms, we will defend any third-party claim, action, or legal proceeding made against a person or entity (collectively, “Claim”) during the term of the Terms to the extent the Claim alleges that your use of the Indemnified Work pursuant to the Terms directly infringes the third party's copyright, trademark, publicity rights, or privacy rights (“Infringement Claim”).

“Indemnified Work” means any Work that you have downloaded and paid for. We will pay you the damages, losses, costs, expenses, or liabilities (collectively, “Losses”) directly attributable to an Infringement Claim and which are either finally awarded by a court of competent jurisdiction against you or agreed to in a written settlement agreement signed by us.

7.2. Conditions to Indemnification. We will have no liability for any Claim:

(a) that arises from: (i) any modification of the Indemnified Work, (ii) any combination of the Indemnified Work with any other works, (iii) any use of the Indemnified Work after we have instructed you to stop using the Indemnified Work, (iv) any use of Works designated as “editorial use only”, or (iv) the context in which you have used the Indemnified Work; or

(b) if you fail to: (i) notify us in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent we are prejudiced by this failure; (ii) provide us with reasonable assistance requested by us for the defense or settlement of the Infringement Claim; (iii) provide us with the exclusive right to control and the authority to settle the Infringement Claim; or (iv) refrain from making admissions about the Infringement Claim without our prior written consent.

7.3. Limitation of Liability. Notwithstanding anything to the contrary contained in the Terms or in any other agreement between you and us, irrespective of the number of times the Indemnified Work is downloaded or licensed, our total maximum aggregate liability with respect to any Indemnified Work will in no event exceed US$10,000 per Indemnified Work.
7.4. **Sole and Exclusive Remedy.** The foregoing states our entire liability and obligation, and your sole and exclusive remedy, with respect to any Indemnified Work or Infringement Claim.

8. **Disclaimer.** We are not responsible for the accuracy of the Work, including any related descriptions or keywords included with the Work, provided by our contributors.

9. **Reservation.** If we reasonably believe that a Work may be subject to a third-party claim or if a Work is otherwise in violation of the Terms, then we may instruct you to cease all use, reproduction, modification, display, distribution and possession of such Work, and you must promptly comply with such instructions. We may, at any time, (a) discontinue the licensing of any Work; and (b) deny the downloading of any Work. We reserve all rights not expressly granted in the Terms.

10. **Termination.** We may terminate these Additional Terms or your right to use a Work upon notice to you in the event of your breach of the Terms, in which case you must cease all use, reproduction, modification, display, distribution and possession of such Work.

11. **Effect of Termination.** If your subscription ends, or upon termination of these Additional Terms, then (a) you will forfeit all rights, title and interest in and to any and all unused downloads; and (b) any perpetual licenses granted will survive and you may continue to use the Work that you have downloaded and paid for, subject to your compliance with the Terms.