

## Adobe Stock Additional Terms

Last updated May 21, 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](http://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.

- 1.1. "**Website**" means Adobe Stock Services or other Adobe websites.
- 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.

2. **Ownership.** Except as expressly granted in the Terms, we and our licensors retain all rights, title and interest in and to the Work. No title or ownership interest in or to the Work is transferred to you by virtue of the Terms.

### 3. License to the Work and Specific Restrictions.

#### 3.1. Standard License and Specific Restrictions.

(a) **Standard License.** Subject to your compliance with the Terms, if you have purchased a Standard License, then we grant you a non-exclusive, perpetual, worldwide, non-transferable (except pursuant to section 3.4(a)), non-sublicensable license to use, reproduce, archive, modify, and display the Work, in all media, for (i) advertising, marketing, promotional and decoration purposes; and (ii) personal and non-commercial uses; up to 500,000 times as further described in section 3.1(b)(i), ("**Standard License**"). For clarity, you may only distribute marketing or promotional materials, internal presentations, decorations for display in a commercial space owned by you, and digital productions that incorporate the Work, such as websites, mobile advertising, mobile applications, e-cards, e-publications (e-books, e-magazines, blogs, etc.).

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

- (i) you may not, in the aggregate, (A) cause or allow a Work to be reproduced on more than 500,000 printed materials (including copies); and/or (B) incorporate a Work into a performance, broadcast, or digital production if the audience is expected to be greater than 500,000 viewers. This restriction does not apply to Works that are displayed on websites, social media sites, or mobile applications;
- (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.

#### 3.2. Enhanced License and Specific Restrictions.

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(b) **Enhanced License Specific Restrictions.** In addition to the restrictions in section 4, the restrictions in sections 3.1(b)(ii), 3.1(b)(iii), and 3.1(b)(iv) apply to any Work under an Enhanced License.

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(a) **Extended License.** Subject to your compliance with the Terms, if you have purchased an Extended License, then we grant you the same rights under an Enhanced License, in addition to the right to use the Work for incorporation into merchandise and template files intended for sale or distribution; without limitation on the number of reproductions or audience size ("**Extended License**"). For clarity, you may use, reproduce, distribute, and display the Work in connection with:

(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;

(ii) any goods or services intended for resale or distribution, including, without limitation, mugs, t-shirts, posters, greeting cards, posters or other merchandise, and "print on demand" services; and

(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.

(b) **Extended License Specific Restrictions.** The restrictions in section 4 apply to any Work under an Extended License.

3.4. **Additional Rights.** These additional rights are subject to the Terms and the restrictions in section 4.

(a) **Employer or Client Use.** You may purchase a license pursuant to the Terms on behalf of your employer or client, provided that you represent and warrant that you have the authority to bind your employer or client to the Terms. You may use a Work for the benefit of one of your clients, provided that you transfer your license to your client via an enforceable written agreement that includes terms no less restrictive than the Terms. You are solely responsible and liable for use of the Work by your employer or client. You must purchase additional licenses for the same Work if you intend to use the same Work for the benefit of other clients.

(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.

## 4. **Restrictions.**

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

(a) use the Work in any way that allows a third party to use, download, extract or access the Work as a stand-alone file;

(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;
- (g) remove, obscure or alter any proprietary notices associated with the Works; or
- (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.

**4.2. Editorial Use Restrictions.** For Works designated as "editorial use only", you may only use those Works (a) in a manner that maintains the editorial context and meaning of the Work; (b) in relation to events or topics that are newsworthy or of general interest to the public; and (c) in compliance with any additional third-party licensor restrictions displayed on the Website in the details panel of such Work. You must not (1) use these Works for any commercial (i.e., promotional, advertorial or merchandising) purpose; or (2) modify these Works, except for minor adjustments for technical quality or slight cropping or resizing. If you wish to use an editorial Work for a commercial purpose, you must (A) obtain a license directly from the copyright owner of the Work; and (B) secure additional permissions as necessary.

**4.3. Employee and Contractor Use.** Unless you are subject to section 4.3, you may not transfer the unmodified Work. However, you may transfer files containing the Work or permitted derivative works to employees or subcontractors, provided that such employees and subcontractors agree in an enforceable written agreement to abide by the restrictions in the Terms and only use the Work on your behalf. The employees and subcontractors have no additional rights to use the Work.

**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.

**5.2. User Account.** You may not transfer your subscription or allow others to use your subscription, even if they are your affiliates, colleagues, contractors, or employees. Only the authorized users may use the subscription. However, you may purchase additional licenses for more users to use the Work through the subscription. Upon request, you must provide a list of authorized users to us. All Works downloaded by the authorized users may only be used solely on your behalf. You and each authorized user are jointly and severally liable to us for compliance with the Terms.

5.3. **Unused Downloads.** We may allow the unused downloads to carry over to renewal terms up to a capped amount if you have renewed the subscription without letting it lapse and without repacking it with a lesser value subscription.

5.4. **Overage.** If you exceed the number of downloads allotted to your subscription plan, then we may charge any additional downloads at the then-current rate for such downloads using the payment information you provided to us at the time you purchased your subscription plan. The price for these additional downloads may be different than the price for downloads within the allotted amount in your subscription plan.

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 (v) 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.