Adobe Stock Additional Terms

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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 (the "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.

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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 or in a way that exceeds the scope of this license to the Work;
(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;

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(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: “Contributor Name / stock.adobe.com”, or as designated on the Website;

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(c) you must include the accompanying credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: “Contributor Name / stock.adobe.com”, or as designated on the Website; and

(d) if you wish to use an editorial Work for a commercial purpose, you must (1) obtain a license directly from the copyright owner of the Work; and (2) secure additional permissions as necessary.

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6. **Your Indemnification Obligations.**

6.1. **Your Duty to Indemnify.** You will 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.
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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.

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12. **Injunctive Relief.** In the event of your or others’ unauthorized access to or use of the Works in violation of these Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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