

Adobe Stock Contributor Agreement Additional Terms to Adobe General Terms of Use

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These Additional Terms are incorporated by reference into the Adobe General Terms of Use (“**General Terms**”) located at www.adobe.com/go/terms and govern your use of the Adobe Stock Services and the upload or submission of any Work to Adobe Stock. These Additional Terms apply to all photographs, illustrations, images, templates, 3D assets, videos, and other pictorial or graphic works (collectively and including all associated keywords, descriptions, credits, and captions) that you submit to us or upload to a Website under these Additional Terms or any other prior version thereof (“**Work(s)**”). 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. “**Website**” means our websites and applications that facilitate access to these websites, including but not limited to fotolia.com, stock.adobe.com and adobe.com. If you submit the Work on behalf of an entity, then the Terms apply to that entity and its affiliates. In such a case, you represent and warrant that you have the authority to bind the entity to the Terms.

1. Licenses for Users. You grant us a license to further sublicense our right to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Work on a non-exclusive, worldwide, and perpetual basis in any media or embodiment. We may sublicense Works to users pursuant to a written or electronic agreement between us and a user (“**User Agreement**”). The license to users may include the right to modify and create derivative works based upon the Work, including but not limited to the right to sell or distribute for sale the Work or any reproductions thereof if incorporated or together with or onto any item of merchandise or other work of authorship, in any media or format now or hereafter known, provided that such users' use of the modified Work is limited solely to the same uses permitted with respect to the original Work. For clarity, we may allow users and other authorized third parties (such as, without limitation, marketing consultants or service providers) to post or share the Work onto social media sites or other third-party websites, subject to any restrictions imposed by a User Agreement. We offer an Application Program Interface (“**API**”) program that allows our partners to showcase and to facilitate sales of your Work.

2. Licenses for Adobe. You grant us a non-exclusive, worldwide, perpetual, and royalty-free license to use, reproduce, distribute, index, and modify your Work for the purposes of operating the Website; presentation of your Work; distributing and marketing your Work to users; developing new features and services; archiving your Work; and protecting your Work. We may use the Work for the purposes of marketing and promoting your Work, the Website, our business, and our other products and services, in which case you grant us a non-exclusive, worldwide, and royalty-free license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Work as needed. You also grant us the right, but not the obligation, to use your display name, trademarks, and trade names in connection with our marketing and promotional activities and our license to your Work under the Terms. If we use your Work to market and promote your Work or the Website, our distribution programs, our services and offerings, or our own social media sites, or to expand the market for the licensing of Work, then we may compensate you at our discretion as described in section 5 below.

3. Intellectual Property Rights

3.1 IP Rights. You represent and warrant that you own all rights, title and interest in and to the Work, including all copyrights, trademarks, patents, rights of privacy, rights of publicity, moral rights, and other proprietary rights (collectively, “**IP Rights**”), or have all necessary rights and license to grant us the licenses under the Terms. You specifically waive any moral rights with respect to the Work to the extent permitted by law, and if no waiver is permitted, you agree not to enforce the rights against us, our affiliates, and our users. You further represent and warrant that the Work will not infringe the IP Rights of others, contain misleading or false information, or contain

any illegal or defamatory content. You will not upload any Work that infringes or violates the IP Rights of any person or entity or that constitutes any libel, slander, or other defamation upon any person. You must also comply with applicable law.

3.2 Releases. If the Work contains an image or likeness of an identifiable person, trademark or logo, or certain distinctive property that is protected by IP Rights, you represent and warrant that you have obtained all necessary and valid releases or agreements substantially similar to our standard model and property releases for each person or property depicted in the Work. However, if you upload a Work designated "editorial use only", we may accept it without a model or property release, at our sole discretion, and subject to any of our guidelines or requirements. For Work designated "editorial use only", you represent and warrant that: (A) the Work truthfully depicts the subject and that all corresponding keywords, descriptions, credits, and captions are accurate; and (B) the Work has not been modified in a way that alters its editorial context or integrity.

4. Ownership and Use of the Work. Neither title nor any ownership interest in or to the Work is transferred to us as a result of the Terms. Except for the licenses granted by you pursuant to the Terms, we do not claim any ownership rights to the Work. Both we and our users who use a Work have the right, but not the obligation, to identify you as the author and source of the Work in a customary manner. In addition, metadata may be altered, removed, or added, without any liability to us, our distributors, or users. We are not liable for non-compliance with the terms of a User Agreement or for misuse by any third party. You grant us the right to enforce your IP Rights against infringers, but we have no obligation to do so. If you believe your Work has been misused, you agree to notify us and take no action without our prior written consent.

5. Payment

5.1 Pricing and Payment Details. We will pay you as described in the pricing and payment details at <https://helpx.adobe.com/stock/contributor/help/royalty-details.html> (or successor page or URL) (collectively, "Pricing and Payment Details") for any sales, less any cancellations, returns, and refunds. We may modify the Pricing and Payment Details from time to time, including but not limited to updating the categories of Works, updating pricing and payment terms, and/or directing you to new Pricing and Payment Details for pricing and payment information. You should look at the Pricing and Payment Details regularly. By continuing to submit or upload Works or by not removing Works, you are agreeing to any new Pricing and Payment Details as revised from time to time. You may designate your Work as free content, in which case we may distribute the content without liability or payment to you. Except as stated in these Terms, we have no payment obligations to you. We may use third-party payment processors such as PayPal to facilitate the payment to you. If we or our partners offer a promotion, trial, test, or watermarked version of your Work, we are not subject to the payment obligations in this section.

5.2 Taxes. You are responsible for completing any necessary IRS forms in order to receive payment. A "US Person" (as defined by the IRS) must submit a completed IRS Form W-9 to us. A "Foreign Person" (as defined by the IRS) must submit a completed IRS Form W-8 to us in order to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. If any fee payable to you is subject to tax withholding or other tax collected at the source by any taxing authority, we will deduct such tax from the fee payable to you. We will make reasonable efforts to provide you with a copy of the official receipt covering such payment of tax, if such a copy is available. We will reasonably cooperate with you in order to obtain the benefits of any applicable tax treaties pertaining to such taxes.

6. Delivering, Submitting, and Managing Your Work

6.1 Delivering and Submitting Your Work. You will deliver your Work in the format(s) and via the delivery method(s) requested by Adobe. Additionally, you will submit the Work for our review in accordance with the guidelines available on our Website or provided by us to you ("**Guidelines**"). We may modify the Guidelines from

time to time. You should look at the Guidelines regularly. We may accept or reject the Work you upload to the Website or otherwise submit to us, at our sole discretion.

6.2 Managing Your Work. You may remove any of your Work from the Website at any time, provided, however, that you do not remove more than 100 items of Work or 10% of your Work, whichever is greater, in any 90-day period without 90 days' prior written notice to Adobe. We may remove Work or terminate your account at our sole discretion without prior notice.

7. Indemnification Obligations. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, licensees, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your Works or other content that you submit to us, your use of the Website, or your violation of the Terms. 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. Any amount that is or may be owed to you under section 5 above may be offset and reduced by any amount owned by you pursuant to your indemnity obligations hereunder, without demand or notice to you.

8. Termination and Survival

8.1 Termination. We may terminate these Additional Terms, remove any Work, or suspend your account, without prior notice. We will have no payment obligation to you if we terminate these Additional Terms for cause. By way of example, you may not download Adobe Stock content s for the primary purpose of artificially inflating the number of downloads of content by a given contributor or for the primary purpose of artificially triggering payments. You may terminate these Additional Terms at any time with at least 90 days' prior written notice to us via email to contributor-support@adobe.com. We will use reasonable efforts to have any Work that you have removed from our Website be removed from the websites of any of our affiliates (including co-branded websites) within 60 days after removal of the Work from our Website. Before the termination of these Additional Terms or removal of your Work from the websites of any of our affiliates, our users may continue to obtain new licenses to your Work.

8.2 Effect of Termination. We may continue to use the Work solely for internal archival and reference purposes or as stated in this section 8.2. Sections 3, 4, 5.1 (if Adobe has any payment obligations), 5.2, 7, 8, and 9.1 will survive the termination of these Additional Terms. Any licenses granted to our users or to us prior to the date of termination or prior to the removal of any Work from the Website will survive the termination of these Additional Terms. Additionally, users whose User Agreements allow them to license and possess a Work as a comp version (e.g., a preview sample) may further convert that license to a usage license. We will provide payment as stated in section 5 for any license fee that we receive as related to the Work after termination of these Additional Terms.

9. Miscellaneous.

9.1. Relationship. If you reside in the United States, your relationship is with Adobe Systems Incorporated, a United States company. If you reside outside of the United States, your relationship is with Adobe Canada Services Corporation, a Canadian company.

9.2 Communications. You acknowledge that Adobe may contact you via e-mail in order to communicate with you regarding Adobe's content needs and effective ways for us to work together.