

## Adobe Stock Additional Terms

Last updated June 30, 2017. Replaces the prior version in its entirety.

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

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### **3.4 Editorial Works and Editorial Use Restrictions.**

(A) **Editorial Works and Editorial Usage of Other Works.** Subject to your compliance with the Terms, you may use, reproduce, and display the Works designated as "Editorial use only" on the Website ("**Editorial Works**"), only for non-commercial purposes and in an editorial manner. By editorial manner, we mean that you may use the Editorial Works in connection with events that are newsworthy or of cultural interest, typically in newspaper or magazine articles, blogs, or similar media. You may also use other Works (not identified as "Editorial use only") in an editorial manner.

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(B) **Editorial Use Specific Restrictions and Obligations.** Except as expressly permitted in section 3.4(A), in addition to the restrictions in section 4:

(1) you must not: (a) use Editorial Works for any commercial purposes, including advertising, promotions, "advertorials" (e.g., an advertisement in a magazine that is presented in the style of an editorial article); or (b) modify Editorial Works, except for minor adjustments for technical quality (e.g., for tone or brightness) or slight cropping or resizing, and only if you maintain the editorial context and meaning of the Editorial Work;

(2) for all Works used in an editorial manner, you must display the credit line or attribution in conjunction with the Work and in this format: "Author Name/stock.adobe.com" or as designated on the Adobe Stock website; and

(3) you are also subject to any additional restrictions that apply to the specific Editorial Work including but not limited to restrictions that may appear on the Adobe Stock website or are included in the information section of the Editorial Work (for example, some Editorial Works may only be used in certain regions).

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## 4. Restrictions.

**4.1 General Restrictions.** You must not misuse the Work. Except as expressly permitted in these Additional Terms, you must not:

(A) sell, license, share or distribute the Work or any modified Work as stand-alone or as part of an online database or any other database, or any derivative product containing the Work in such a way that allows a third party to use, download, extract, or access the Work as a stand-alone file or electronic template;

(B) use, reproduce, distribute, perform, modify, or display the Work (by itself or in combination with any other work of authorship) in any manner that is libelous or slanderous or otherwise defamatory, illegal, obscene or indecent;

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venues, escort or dating services, tobacco or illegal substance usage, physical or mental ailment or impairment, or engaging in immoral or criminal activities; or

(G) use the Work (or Editorial Work) in an editorial manner without affixing the accompanying credit line or attribution.

**4.2 Employee and Contractor Use.** Unless you are subject to section 4.3 below, 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 to abide by the restrictions in these Terms and only use the Work on your behalf. The employees and subcontractors have no additional rights to use the Work.

**4.3 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.

**4.4 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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## 6. Your Indemnification Obligations.

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 [Our Indemnification Obligations]), or your violation of these Terms including the use of an Editorial Work for a commercial purpose without obtaining any necessary consents or permissions.

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 these Terms, we will defend any third-party claim, action, or legal proceeding made against a person or entity (collectively, "**Claim**") during the term of these Terms to the extent the Claim alleges that your use of the Indemnified Work pursuant to these Terms directly infringes the third party's copyright, trademark, publicity rights, or privacy rights ("**Infringement Claim**"). "**Indemnified Work**" means any Work that you have purchased and downloaded from the Website that has not been modified, except a Work that: (A) is part of our collection of free Works, (B) can otherwise be downloaded without payment of credits or monetary compensation, or (C) is an Editorial Work. 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.

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(A) that arises from: (1) any modification of the Indemnified Work, (2) any combination of the Indemnified Work with any other works, (3) any use of the Indemnified Work after we have removed the Indemnified Work from our Services or have instructed you to stop using the Indemnified Work, or (4) the context in which you have used the Indemnified Work; or

(B) if you fail to: (1) 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; (2) provide us with reasonable assistance requested by us for the defense or settlement of the Infringement Claim; (3) provide us with the exclusive right to control and the authority to settle the Infringement Claim; or (4) 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 these 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.

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We may terminate these Terms or your rights with respect to any Work upon notice to you in the event of your breach of the Terms. We may deny the downloading of any Work from the Website.

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