

## 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 ("**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(s)**" means Adobe Stock Services available at [www.stock.adobe.com](http://www.stock.adobe.com) (or successor URL), or other Adobe websites or applications that make available Works (as defined below) for license.

1.2 "**Work(s)**" means the Pro Images (as defined below), as well as photographs, illustrations, images, vectors, videos, 3D assets, template assets, and other pictorial or graphic work designated as Adobe Stock content 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 sections 3.4(A) (Employer or Client Use) and 3.4(B) (Employee and Contractor Use)), non-sublicensable license to use, reproduce, archive, modify, and display the Work, in all media, for (1) advertising, marketing, promotional and decoration purposes; and (2) personal and non-commercial uses, up to 500,000 times as further described in section 3.1(B)(1) (Standard License Specific Restrictions). The license described in this section is referred to as a "**Standard License.**"

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

(1) you may not, in the aggregate, (a) cause or allow a Work to be reproduced on more than 500,000 printed materials (including copies); or (b) incorporate a Work into a performance, broadcast, or digital production if the audience is expected to be greater than 500,000 viewers. The restriction on quantity of expected viewers applies to Works viewed on over-the-top or other web-based streaming services, but does not apply to Works displayed on other websites or mobile applications;

(2) you may not incorporate a Work into merchandise intended for sale or distribution, including on-demand products, unless (a) the Work has been modified to the extent that the new work, as incorporated into such merchandise, is not substantially similar to the Work and can qualify as an original work of authorship; or (b) the primary value of such merchandise does not lie with the Work itself;

(3) 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

(4) 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.

(A) **Enhanced License.** Subject to your compliance with the Terms, if you have purchased an Enhanced License, then we grant you the same rights as under a Standard License, except without the limitation on the number of reproductions or viewers as set forth in section 3.1(B)(1) (Standard License Specific Restrictions). The license described in this section is referred to as an "**Enhanced License.**"

(B) **Enhanced License Specific Restrictions.** The restrictions in sections 3.1.(B)(2), 3.1.(B)(3), 3.1.(B)(4) (Standard License Specific Restrictions), and 4 (Restrictions) apply to any Work under an Enhanced License.

### 3.3 Extended License and Specific Restrictions.

(A) **Extended License.** Subject to your compliance with the Terms, if you have purchased an Extended License, then we grant you the same rights as 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 viewers ("**Extended License**"). For clarity, you may use, reproduce, distribute, and display the Work in connection with:

- (1) 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;
- (2) 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
- (3) 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 (Restrictions) 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 (Restrictions).

(A) **Employer or Client Use.** 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) **Employee and Contractor Use.** 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. Except as provided in this subsection, you may not transfer the unmodified Work, and employees and subcontractors have no additional rights to use the Work.

(C) **Comp License.** You may use, reproduce, modify or display "comp" (*i.e.*, composite) or preview watermarked 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 other rights to the watermarked Work. 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 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;
- (C) register, or apply to register, a trademark, design mark, tradename, logo, or service mark that uses a Work (in whole or in part), or attempt to prevent any third party from using the Work;
- (D) use the Work in a pornographic, defamatory, or otherwise unlawful manner;
- (E) use the Work in a way that depicts models 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; implied 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: "Contributor Name / stock.adobe.com," or as designated on the Website;

- (G) use the Work contrary to any additional restrictions displayed on the Website in the details panel of such Work;
- (H) remove, obscure, or alter any proprietary notices associated with the Works, or give any express or implied misrepresentation that you or another third party are the creator or copyright holder of any Work; or
- (I) use the Works or any title, caption information, keywords, or other metadata associated with Works for any (1) machine learning or artificial intelligence purposes; or (2) technologies designed or intended for the identification of natural persons.

**4.2 Editorial Use Restrictions.** For Works designated as “editorial use only”:

- (A) you may only use these Works (1) in a manner that maintains the editorial context and meaning of the Work; (2) in relation to events or topics that are newsworthy or of general interest to the public; and (3) in compliance with any additional third-party licensor restrictions displayed on the Website in the details panel of such Work;
- (B) 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;
- (C) you must not (1) use these Works for any commercial (*i.e.*, promotional, endorsement, advertorial, or merchandising) purpose; or (2) modify these Works, except for minor adjustments for technical quality or slight cropping or resizing; and
- (D) in order to use an editorial Work for a commercial purpose, you must first (1) obtain a license directly from the copyright owner of the Work; and (2) secure additional permissions as necessary.

**4.3 Attribution.** In addition to the obligations in section 4.1(F) (General Restrictions), (A) if Works are used in a context where any other stock content provider receives attribution, you also must include substantially similar attribution for Adobe Stock; and (B) if the Work is used in an audiovisual production, you must use commercially reasonable efforts to include attribution for Adobe Stock in accordance with industry standards, and where possible in the following format: Contributor Name/stock.adobe.com.

## **5. Special Terms for Subscription Users, Business Users, VIP, and Teams.**

**5.1 Subscription 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. However, you may license a Work multiple times through the subscription.

**5.2 Business Users.** If a Business User purchases a license to any Work, such license is granted to the Business, whether such license was purchased before or after the date the Terms were last updated. The Business User’s use of any Work is governed by the Business’s agreement with us.

**5.3 Adobe Stock Credits in VIP.** If you purchase Adobe Stock credits via Adobe’s VIP program, as part of your Creative Cloud Team plan, then (A) credit purchases are not refundable; and (B) unused credits automatically expire 12 months from the date of purchase.

**5.4 Special Terms for CC Pro Edition Plan.** The terms of this section 5.4 (Special Terms for CC Pro Edition Plan) apply only to Pro Images that are licensed as part of a CC Pro Edition Plan by a Teams Customer or an Enterprise VIP Customer. If there is a conflict between this section 5.4 (Special Terms for CC Pro Edition Plan) and any other section of the Terms, this section 5.4 (Special Terms for CC Pro Edition Plan) controls with respect to Pro Images only.

### **(A) Definitions.**

- (1) “**CC Pro Edition Plan**” means any Creative Cloud plan that includes “Pro Edition” in the name, and is available to Teams Customers and Enterprise VIP Customers, and includes the right to download and license an unlimited number of Pro Images.
- (2) “**Grace Period**” means the 30 days immediately following the termination or expiration of your CC Pro Edition Plan.
- (3) “**Pro Image(s)**” means only those photographs, illustrations, and vectors designated by Adobe as “standard” Adobe Stock content as part of CC Pro Edition Plan. For clarity, “Pro Images” excludes all other assets, including without limitation, videos, 3D assets, template files, and any other pictorial or graphic works, or any works in any other media or format that exist now or in the future.
- (4) “**Teams Customer(s)**” means Creative Cloud for teams customers that have purchased a CC Pro Edition Plan for teams, including via VIP.

(5) **"Enterprise VIP Customer(s)"** means Creative Cloud for enterprise customers that have purchased a CC Pro Edition Plan for enterprise via VIP.

(B) **License for Pro Images.** Subject to your compliance with the Terms, Pro Images are licensed to (1) Teams Customers under an Enhanced License; and (2) Enterprise VIP Customers under an Extended License.

(C) **Limitations on License for Pro Images.**

(1) The license to Pro Images set forth in this section 5.4 (Special Terms for CC Pro Edition Plan) is perpetual for those specific uses of the Pro Images you have used during the term of your CC Pro Edition Plan, including any extensions or renewals, as well as the Grace Period.

(2) You agree not to stockpile Pro Images or otherwise abuse access to CC Pro Edition Plan.

(3) Comp Licenses are not applicable to Pro Images.

(D) **Effect of Termination of CC Pro Edition Plan.** You will have a Grace Period to use any Pro Images downloaded and paid for prior to the termination or expiration of your CC Pro Edition Plan in a project or other end use, and any Pro Images so used remains subject to the Terms. Any Pro Images downloaded and paid for by you prior to expiration or termination, but not used before the end of the Grace Period, is not considered licensed. For clarity, you may not download Pro Images during the Grace Period. Other than as permitted during the Grace Period, you may not use a Pro Image for the first time, or in a new context (such as on new or different merchandise), after the expiration or termination of your CC Pro Edition Plan. By way of example, if you have already printed a promotional brochure with a Pro Image on it, you may continue to produce those brochures in perpetuity, but you may not use the CC Pro Image for a new project or other end use.

## 6. Our Indemnification Obligations.

6.1 **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 an 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.

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

(A) that arises from: (1) any modification of a Work; (2) any combination of a Work with any other materials or information; (3) any use of a Work after we have instructed you to stop using the Work; (4) any use of Works designated as "editorial use only"; or (5) the context in which you have used a 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.

6.3 **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 Work will in no event exceed US\$10,000 per Work. Notwithstanding any otherwise applicable statute(s) of limitation, any action or dispute resolution proceeding must be commenced within two years of the act, event, or occurrence giving rise to the claim.**

6.4 **Sole and Exclusive Remedy.** The foregoing states our entire liability and obligation, and your sole and exclusive remedy, with respect to any Work or Infringement Claim.

## 7. Your Indemnification Obligations.

7.1 **Your Duty to Indemnify.** Without limiting the obligations in the General Terms, 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 6 (Our Indemnification Obligations)), or your violation of the Terms, including but not limited to the use of a Work designated as "editorial use only" for a commercial purpose without first obtaining any necessary license or permission.

## **8. Disclaimers.**

**8.1 Accuracy.** We are not responsible for the accuracy of the Work, including any related descriptions, categories, captions, titles, metadata, or keywords included with the Work.

**8.2 No Legal Advice.** We expressly disclaim any liability for information, feedback, materials, or answers to questions provided to you by us or our representatives, whether about these Terms, your use or proposed use of the Work, or otherwise, which are provided as a courtesy only and do not constitute legal advice.

**8.3 Safe Search.** Works filtered out by safe search should be accessed only by Stock users who are over 18 and live in countries where adult content is legal.

**9. Reservation.** If you have actual knowledge, or if you or Adobe reasonably believe, that a Work may be subject to a third-party claim, 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, and ensure your clients, distributors, employees, and employers stop using the Work. We may, at any time, (A) discontinue the licensing of any Work; and (B) deny the downloading of any Work.

**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 quota; and (B) except as set forth in section 5.4(D) (Effect of Termination of CC Pro Edition Plan), any perpetual licenses granted will survive and you may continue to use the Work that you have licensed, subject to your compliance with the Terms. You should download any Works that you have licensed, as such licensed Works may not be available after termination or expiration.

**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, without providing notice or opportunity to cure.