

Behance Additional Terms

Last updated July 27, 2021. Replaces all prior versions.

These Additional Terms govern your use of Behance and are incorporated by reference into the Adobe General Terms of Use ("**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 those terms defined in the General Terms.

1. Licenses to Your Content. You retain all rights and ownership in your content, however we do require certain licenses from you to your content. When you upload or submit content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase your content, for example), publicly perform, and translate the content. The license granted by you is for the purpose of operating, marketing, promoting, and improving the Services. We will attribute to you if we incorporate your content into a Services feature or into promotional or marketing materials.

2. User Conduct.

2.1. Do not Abuse the Services. You may not use the Services to do anything unlawful, infringing, disruptive, harmful, threatening, abusive, tortious, defamatory, libelous, lewd, profane, obscene, hateful or otherwise objectionable. While you are free to promote your creative work on the Services, you may not spam other users. You may not phish or collect other people's information without their consent. You may not frame the Services or our website without our approval. You may not copy or imitate the design, layout, or look-and-feel of the Services. Only use the Services to post your own creative work. You may not use the Services as a generic image hosting service such as for banner advertisements, etc. If we determine that your conduct violates the Terms or our Community Guidelines available at <http://www.behance.net/misc/community>, which are incorporated into the Terms by reference, we may remove your content or disable your use of the Services at any time, with or without notice to you.

2.2. Impersonation. Behance is all about creative professionals getting credit for what they create, so we require that you (and you agree to) use your real or professional name in your profile. If we in good faith believe that you have created an account impersonating another person, we may, in our sole discretion and after an internal investigation, either transfer your account to the person who you are pretending to be or terminate your account with no liability to you.

2.3. Tell Us if You See Others Abusing the Services. Please report any problematic behavior or content you see on the Services by clicking the "Report" button and telling us about it.

3. Accessing and Sharing Your Content. By submitting your content to our Services, you also give other Behance users the right to share your content via various social media platforms integrated with Behance. We may offer you ways to access and remove your content. Our Service may also provide ways for you to limit the scope of use and access and other user's access and use of your content (such as allowing you to make your content available under Creative Commons licenses). You are responsible for determining the limitations that are placed on your content and for applying the appropriate level of access to your content. We do not monitor or control what others do with your content. It's your responsibility to let other users know how your content may be shared and adjust the setting related to accessing and sharing your content accordingly.

4. Third-party Websites and Services. We may include links to websites or services that we do not operate. We have no control over and are not responsible for the content appearing on these websites or services.

5. Service Specific Terms. Certain Services require you to purchase a subscription or membership in order to access all or part of such Services. Subscription terms are available [here](#).

6. Behance Creator Subscriptions. We may make available features in the Services that allow certain Behance users (“**Creators**”) to create, administer, and offer paid subscriptions (“**Creator Subscriptions**”) to other Behance users (“**Subscribers**”).

6.1. Understanding our Limited Role.

- (A) **Not Responsible for Creator Subscriptions.** We are not responsible for and do not endorse any Creator Subscriptions, Creators, or any claims, content, or benefits made or obtained from them. Similarly, we make no guarantees as to the volume of payments that may be generated by, or the number of Subscribers that may choose to join, any Creator Subscription.
- (B) **Payment Processing.** We do not process credit card payments and we do not hold any funds paid by Subscribers in connection with Creator Subscriptions. Instead, Stripe, Inc. (“**Stripe**”), a third-party payment processing partner, processes all payments made by Subscribers. As part of any payment transactions related to a Creator Subscription, you agree to the processing, use, transfer, or disclosure of data by Stripe pursuant to Stripe’s [Privacy Policy](#) (or any successor URL). We have no control over how Stripe uses your information.
- (C) **Disputes.** We do not become involved in and are not required to investigate any disputes that may arise between Subscribers and Creators or involving Creator Subscriptions. You agree that all requests for cancellations or refunds and any other issues related to a Creator Subscription must be addressed exclusively to (and handled entirely by) the applicable Creator. We do not handle any requests for refunds or chargebacks in connection with any Creator Subscriptions. We are not liable in any way in connection with any Creator Subscriptions.

6.2. If You Are a Creator, the Following Terms Apply to You.

- (A) **Setup.** To set up your Creator Subscription, you must complete all the steps required as part of the setup process, including setting the price of the Creator Subscription, creating and linking your Stripe merchant account, and completing any actions required by Stripe. We reserve the right to impose limitations on the terms of Creator Subscriptions, including those relating to prices, whether pricing can be changed, and cancelling or creating new Creator Subscriptions. From time to time, we may require you to take additional steps to keep your Creator Subscription active.
- (B) **Premium Content.** If you provide Subscribers with access to any premium or limited-access content, you are doing so at your own risk. We are not responsible for any reuse or misuse of any premium or limited-access content that you provide your Subscribers.
- (C) **Payment Transactions.** All Creator Subscriptions are transactions directly between you and the applicable Subscriber utilizing Stripe as a third-party payment processor. If you fail to maintain your Stripe account in good standing or terminate the link between your Stripe account and the Services, then we may immediately cancel all of your Creator Subscriptions and you will be unable to receive further payments from Subscribers. As a condition of linking your Stripe account with the Services:
 - (1) you must comply at all times with the terms and conditions of your Stripe connected account agreement, including refraining from any activity that is expressly prohibited by the Stripe restricted businesses list; and
 - (2) you authorize us to access and use your Stripe payment ID, account status, and transaction history in order to facilitate Creator Subscriptions, operate the Services, and provide you with information about your Creator Subscriptions.
- (D) **Service Fees.** In connection with payments made under your Creator Subscription, you will be charged two fees by Stripe (listed below), which may be deducted before funds are placed in your Stripe account. You will see the fees listed when you set up your Creator Subscription.
 - (1) **Behance Platform Fees.** We will receive a platform service fee in connection with each Creator Subscription payment transaction, which we may change from time to time. In our sole discretion, we may waive part or all of this fee for any Creator for any reason, including but not limited to reasons such as your revenue earned, number of subscribers, Creative Cloud subscription status, and more.

(2) **Stripe Payment Processing Fees.** Stripe will receive payment processing fees in connection with each Creator Subscription payment transaction, as described in your Stripe connected account agreement. Stripe may change payment processing fees from time to time without notice.

(E) **Taxes.** You agree that you shall bear and be responsible for any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including without limitation, sales, use, and value added taxes) related to your Creator Subscription. It is your responsibility to determine what, if any, taxes apply to the payments you receive from Subscribers in connection with your Creator Subscription, and it is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority. Under no circumstances are we responsible for calculating, collecting, or remitting any such taxes.

(1) **Forms and Notices.** To the extent that Stripe has the obligation to furnish certain tax-related notices or forms (such as tax invoices) to you in connection with any payments arising in connection with your Creator Subscription, you authorize us to receive such notices and forms on your behalf and waive any obligation for Stripe to deliver those notices and forms to you directly. In general, you should log into your Stripe account to access the notices or forms.

(F) **Suspension and Termination.** We reserve the right to suspend or terminate your Creator Subscription at any time, without prior notice or liability, for any reason whatsoever at our sole discretion, including (1) if you violate the Terms; (2) if you de-link your Stripe account from Behance, fail to maintain your linked Stripe account in good standing, or if your Stripe account is terminated; or (3) if our agreement with our payment processor terminates or expires.

6.3. If You Are a Subscriber, the Following Terms Apply to You.

(A) **Direct Transaction with the Creator.** You agree and understand that when you subscribe to a Creator Subscription, you are entering into a direct, separate legal relationship with that Creator and not with us. When you subscribe to a Creator Subscription, you should do so only because you wish to support the Creator; you are not guaranteed to receive any additional benefits as part of the Creator Subscription (such as personal interaction with the Creator or access to premium content). Any payments that you make to a Creator are made at your own risk.

(B) **Recurring Payments.** All Creator Subscriptions are recurring paid subscriptions. When you sign up for a paid Creator Subscription, you agree that Stripe will charge your credit card the applicable amount at the time you subscribe and thereafter on a recurring basis until your enrollment in the applicable Creator Subscription is cancelled or terminated. We may offer features for you to manage your active Creator Subscriptions, but do not guarantee that any action that you take (such as cancelling your enrollment in a Creator Subscription) will be implemented immediately and not responsible for any delays.

(C) **Premium Content is Only for Personal Use.** If as part of your enrollment in a Creator Subscription you are given access to any premium or limited-access content, you agree to only use that content for your own personal and non-commercial use, and to refrain from posting or sharing the content unless you have received express written permission from the Creator to do otherwise. You must never post or share premium or limited-access content for the purpose of allowing others to access the content without signing up for a Creator Subscription.

7. Behance API. If we make the Behance API available to you as part of the Services, then we grant you a personal, non-exclusive, non-transferable, non-sublicensable license to use the Behance API solely for non-commercial purposes in a manner permitted in the Terms (unless we have given you specific written permission stating otherwise), and further subject to the following restrictions:

7.1. You must comply with any requirements or restrictions imposed by content owners for the use of their content or project available through the Services. You must remove any such content or project from your application within 24 hours of the content owner's request;

- 7.2.** You must have your own privacy policy for your application describing your data privacy and data collection practices;
- 7.3.** You may not use the Behance API for any application that replicates or attempts to replace the essential user experience of the Services;
- 7.4.** You may not conceal or obscure your identity or your application's identity;
- 7.5.** You may not copy, modify, distribute, sell, or lease any part of the Behance API, nor may you reverse engineer or decompile the Behance API unless laws prohibit these restrictions and you have made written request to us first;
- 7.6.** You may not cache or store any Behance content or materials other than as necessary to operate your service (but for no more than 30 days);
- 7.7.** You may not use the Behance API for any application related to spyware, adware, or other malicious programs or code;
- 7.8.** You may not use the Behance API in any manner that violates any law or regulations or infringes any third-party rights, including the right of privacy or rights of publicity;
- 7.9.** You may not use the Behance API in a manner that would adversely impact the stability of the Services or other applications using the Behance API; and
- 7.10.** The Behance API license will terminate automatically if you violate any of the Terms or if Behance terminates the license at any time upon notice to you.