

Behance Additional Terms

Last updated October 1, 2022. 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.

1.1. Uploaded Content. When you upload or submit content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable 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, providing, marketing, promoting, and improving our products and services. We will use commercially reasonable efforts to provide attribution to you in line with our standard practices, if we incorporate your content into a feature of our products or services, or into promotional or marketing materials.

1.2. Livestreaming. In connection with livestreaming, you grant to us the irrevocable, royalty-free, fully paid-up, worldwide, right, license, and privilege to:

- (A) record the livestream including any presentation materials and allow for the livestream and recording to be available for viewing on various platforms, including but not limited to our properties;
- (B) use, record, distribute, publish, and publicly display the streamer's name, likeness, picture, photo, image, voice, appearance, and performance; and
- (C) use, copy, reproduce, modify, distribute, make derivative works of, publicly perform, and publicly display any and all materials you choose to share during the livestream.

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 www.behance.net/misc/community which are incorporated into the Terms by reference, we may remove your content, limit access to certain features, 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 indicate use

restrictions for the use of and access to your content (such as by allowing you to make your content available under Creative Commons licenses or allowing you to choose license terms for Creator Paid Offerings). 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. Behance Features for Paid Offerings. We may make available features in the Services that allow certain Behance users (“**Creators**”) to create, administer, and offer content, subscriptions, or other products or services in exchange for payment (“**Creator Paid Offerings**”), which may be purchased by other Behance users (“**Paying Users**”).

5.1. Understanding our Limited Role.

- (A) **Not Responsible for Creator Paid Offerings.** We are not responsible for and do not endorse any Creator Paid Offerings, Creators, or any claims, content, products, services, or benefits made by or obtained from or through them. Similarly, we make no guarantees as to the volume of payments that may be generated by, or the number of Paying Users that may choose to pay for, any Creator Paid Offerings.
- (B) **Not an Employer.** We are not an employer of or agent for any Creator. We are not involved in any services that may be offered by a Creator in connection with a Creator Paid Offering, and we are not a party to any agreement with any Creator for such services. We do not supervise, direct, or control Creators.
- (C) **Payment Processing.** We do not process credit card payments and we do not hold any funds paid by Paying Users in connection with Creator Paid Offerings. Instead, Stripe, Inc. (“**Stripe**”), a third-party payment processing partner, processes all payments made by Paying Users. As part of any payment transactions related to a Creator Paid Offering, 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.
- (D) **Contracting between Creators and Paying Users.** Although we may choose to provide features that facilitate communication between Creators and Paying Users, we are not involved in or responsible for the legal negotiation or contracting process between Creators and Paying Users involving Creator Paid Offerings, or for any resulting contract or legal arrangement. We recommend that all Creators and Paying Users consider seeking the advice of their own legal counsel when coming to agreement upon the legal terms that will govern each Creator Paid Offering.
- (E) **Disputes.** We do not become involved in and are not required to investigate any disputes that may arise between Paying Users and Creators or involving Creator Paid Offerings. You agree that all requests for cancellations or refunds, actions involving delinquent payments, demands involving late or unsatisfactory deliverables or services, customer support requests, and any other issues related to a Creator Paid Offering 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 Paid Offering, nor do we become involved in collecting delinquent payments. We are not liable in any way in connection with any Creator Paid Offerings.

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

- (A) **Setup.** To set up your Creator Paid Offering, you must complete all the steps required as part of the setup process, including setting the price of the Creator Paid Offering(s), 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 Paid Offerings that you make available through the Services, including those relating to prices, whether pricing can be changed, and cancelling or creating new Creator Paid Offerings. From time to time, we may require you to take additional steps to keep your Creator Paid Offerings active.

- (B) **Premium and Limited-Access Content.** If you provide Paying Users with access to any premium or limited-access content, you are doing so at your own risk. We are not responsible for any use or misuse of any premium or limited-access content that you provide your Paying Users.
- (C) **Payment Transactions.** All Creator Paid Offerings are provided exclusively through separate, independent legal transactions directly between you and the applicable Paying User, utilizing Stripe as a third-party payment processor. If a Paying User fails to make any agreed-upon payments, you are solely responsible for seeking a remedy directly from such Paying User; we do not become involved in collections or enforcement. 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 Paid Offerings (including any recurring subscriptions) and you will be unable to receive further payments from Paying Users. 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 Paid Offerings, operate the Services, and provide you with information about your Creator Paid Offerings.
- (D) **Service Fees.** In connection with payments made under your Creator Paid Offerings, 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 Paid Offering.
- (1) **Behance Platform Fees.** We will receive a platform service fee in connection with each Creator Paid Offering 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, or charge all or a portion of this fee to the Paying User, taking into account factors that may include but are not limited to 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 Paid Offering 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 Paid Offerings. It is your responsibility to determine what, if any, taxes apply to the payments you receive from Paying Users in connection with your Creator Paid Offerings, 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 Paid Offerings, 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 any or all of your Creator Paid Offerings 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.

5.3. If You Are a Paying User, the Following Terms Apply to You.

- (A) **Direct Transaction with the Creator.** You agree and understand that when you decide to purchase a Creator Paid Offering, you are entering into a direct, separate legal relationship with that Creator and not with us. Before deciding to purchase, you should make sure that you fully understand what you should expect to receive (or not receive) with each particular Creator Paid Offering; for example, some Creator Paid Offerings should be purchased only if you wish to support the Creator, and do not guarantee that you will receive any additional benefits as part of your purchase (such as personal interaction with the Creator or access to premium content). For all Creator Paid Offerings, you are solely responsible for coming to agreement with the Creator on suitable terms and conditions for such Creator Paid Offering, and entering into a separate legal contract directly with the Creator containing those terms. Any payments that you make to a Creator are made at your own risk.
- (B) **Recurring Payments.** Some Creator Paid Offerings are recurring paid subscriptions. When you sign up for a recurring paid 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 Paid Offering is cancelled or terminated. We may offer features for you to manage your active Creator Paid Offering, but do not guarantee that any action that you take (such as cancelling your enrollment in a Creator Paid Offering) will be implemented immediately and we are not responsible for any delays.
- (C) **Service fees.** For certain Creator Paid Offerings you may be charged service fees, which may include payment processing fees for Stripe, our third-party payment processing partner, and a Behance platform fee. If applicable, these fees will be displayed to you when you choose to pay for the Creator Paid Offering.
- (D) **Premium and Limited-Access Content is Subject to Use Restrictions..** If as part of the Creator Paid Offering you are given access to any premium or limited-access content, you agree to use that content per the terms provided in the license or subscription you purchase. If no specific terms are provided by the Creator, then you may only use that content for your own personal and non-commercial use and to refrain from posting or sharing the content. There is no guarantee that premium or limited-access content will remain available to you via the Services and you are responsible for downloading your own copy of the content if you wish to retain access if it becomes unavailable via the Services.

6. 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:

6.1. 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;

6.2. You must have your own privacy policy for your application describing your data privacy and data collection practices;

6.3. You may not use the Behance API for any application that replicates or attempts to replace the essential user experience of the Services;

6.4. You may not conceal or obscure your identity or your application's identity;

6.5. 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;

6.6. 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);

6.7. You may not use the Behance API for any application related to spyware, adware, or other malicious programs or code;

6.8. 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;

6.9. 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

6.10. 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.

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