

Adobe Stock Additional Terms

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Your use of Adobe Stock and the photograph, illustration, image, video or other pictorial or graphic work (collectively "Work") that you purchase or download through Adobe Stock (or as integrated in our other Services (collectively "Website") is subject to these additional terms, which supplement and incorporate into the Adobe.com Terms of Use (including these additional terms, collectively "Terms") located at www.adobe.com/go/terms. Capitalized terms not defined here have the same meaning as defined in the Terms.

1. Ownership

These Terms do not effectuate any sale of the Work. Except as expressly granted in these 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 these Terms.

2. License to the Work

2.1 Standard License. Subject to your compliance with these Terms, we hereby grant you a non-exclusive, perpetual, worldwide, non-sublicensable, non-transferable license to use, reproduce, modify or display the Work for marketing, promotional, or internal presentation or decoration purposes, subject further to the restrictions in Section 3 (Restrictions). You have no right to the license outlined in section 2.2 (Extended License) unless you have purchased an extended license.

2.2 Extended License. If you have purchased an extended license, then you may distribute the Work as incorporated into any item of merchandise or other work of authorship. For clarification, you may use, reproduce, distribute or display the Work in connection with:

(A) design template applications intended for resale;

(B) any goods or services intended for resale or distribution, including, without limitation, mugs, t-shirts, posters, greeting cards, posters or other merchandise, and any "print on demand" or tangible or electronic formats;

(C) a PR campaign to promote goods or services through the media. If you incorporate a Work into a promotional press release that will be released to the media, you may distribute the stand-alone image file to the media, provided the media is only permitted to publish the Work in connection with the press release, and the media does not use or disseminate the Work in any other manner.

2.3 Editorial Works. 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, subject to further restrictions in section 3.3 (Editorial Use Restrictions) and any additional restrictions in the Documentation associated with the Editorial Work (for example, some Editorial Works may only be used in certain regions). You may use the Editorial Work for commercial purposes if you obtain the necessary permission and releases separately. 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. For all Works used in an editorial manner, you must display the copyright notice in conjunction with the Work and in this format: © Author Name – stock.adobe.com.

2.4 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 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.

2.5 Client Use. You may use the license granted in these Terms for the benefit of one of your clients, provided that you transfer your license to your client and your client must comply with these Terms and restrictions. You are solely responsible and liable for use of the Work by your client. You must purchase additional licenses for the same Work if you intend to use the same Work for the benefit of other clients.

2.6 Digital Library. You may create a digital library, network configuration or similar arrangement to allow the Work to be viewed by employees and clients of your company.

2.7 Reservation. If a Work is in violation of these Terms, we may instruct you to cease all use, distribution and possession of such Work, and you must promptly comply with such instructions. We reserve all rights not expressly granted in these Terms.

3. Restrictions

3.1 General Restrictions. You must not misuse the Work. Except as expressly permitted in section 2 (License to the Works), you must not:

(A) sell, license 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 way that would allow a third party to use, download, extract or access the Work as a stand-alone file;

(B) share the Work with any other person or entity, or post the Work online in a downloadable format or on an electronic bulletin board;

(C) 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, obscene or indecent;

(D) remove any copyright or proprietary notice or other information that may appear on, embedded in, or in connection with the Work in its original downloaded form or in any permitted backup copy;

(E) incorporate the Work into a trademark or service mark;

(F) take any action in connection with the Work that would reasonably imply that the creator of the Work, or the persons or property appearing in the Work (if any), endorse any political, economic or other opinion-based movements or parties;

(G) use the Work in a way that places any person in the photo in a bad light or in a defamatory, unlawful, immoral, or offensive manner, including but not limited to using the Works in pornography, tobacco ads, ads for adult entertainment clubs or similar venues (such as escort services), or political endorsements; or

(H) use the Work (or Editorial Work) in an editorial manner without affixing the accompanying copyright notice.

3.2 Additional Restrictions. Unless you have an extended license, then the following additional restrictions apply:

(A) You may only distribute the Work as incorporated into an item of merchandise if (1) the Work has been modified to the extent that the modification is not substantially similar to the original Work and can qualify as an original work of authorship, or (2) the primary value of the item of merchandise does not lie with the Work itself. For clarification, producing an unmodified Work on a poster is not permitted as the primary value would lie in the Work itself.

(B) You may not use, include, or incorporate the Work in any electronic template or application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards).

(C) You may not cause or allow any Work to be reproduced more than 500,000 times in total. For example, a Work may not appear on more than 500,000 printed materials (flyers, advertisements, covers, packages, etc.). Likewise, the Work may not be incorporated in a television program, video, or other production if the audience is expected to be greater than 500,000 viewers, in total. This restriction does not apply to Works that are only displayed on a website or Social Media Sites. The restriction also does not apply to Works that are videos.

3.3 Editorial Use Restrictions. With respect to Editorial Works, 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); and

(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.

3.4 Website Use. Notwithstanding anything to the contrary in these Terms, with respect to using and displaying the Work on websites, you must take all reasonable actions to prevent website visitors from downloading or reusing the Work.

3.5 Social Media Use. You may post or upload an unmodified version of the Work on Social Media Site if (A) you include a copyright notice on the Work itself (© Author Name – stock.adobe.com) and (B) the terms of use governing the Social Media Site do not include any provision which would claim to grant any exclusive rights or ownership in respect of such Work or modified Work to anyone.

"**Social Media Site**" means a website or application which has a primary focus on facilitating social interaction among its users and allowing users to share content in connection with such social interaction.

3.6 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 members from other legal entities or if more team members will use the same work.

4. Payment and Subscription.

4.1 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.

4.2 You may not transfer your subscription or allow others to use your subscription, even if they are your affiliates, colleagues, contractors, or employees. Only the authorized users may use the subscription. However, you may purchase additional licenses for more users to use the Work through the subscription. Upon request, you must provide a list of authorized users. All Works downloaded by the authorized users may only be used solely on your behalf. You and each authorized user are jointly and severally liable to us for the compliance with these Terms.

4.3 Unused Downloads. We may allow the unused downloads to carry over to renewal terms up to a capped amount if you have renewed the subscription without letting it lapse and without repacking it with a lesser value subscription.

4.4 Overage. If you exceed the number of downloads allotted to your subscription plan, then we may charge any additional downloads at the then-current rate for such downloads using the payment information you provided to us at the time you purchased your subscription plan. The price for these additional downloads may be different than the price for downloads within the allotted amount in your subscription plan.

4.5 Stored Payment Information. We may require you to store your payment information with us solely for the purpose of purchasing additional Works or Services. If you make such additional purchases, then you authorize us to charge the applicable fees using your payment information. You can update your payment information at any time from your account page.

5. Your Indemnification Obligations

You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and 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 these 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.

6. Our Indemnification Obligations

6.1 Our Duty to Indemnify. We will defend any third-party claim, action, 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 altered, 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) any Editorial Works. 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. Adobe will have no liability for any Infringement Claim:

(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.

6.3 Limitation of Liability. Notwithstanding anything to the contrary contained in these Terms or in any other agreement between you and us, our total maximum aggregate liability with respect to any Indemnified Work will in no event exceed US\$10,000 per Indemnified Work, irrespective of the number of times the Indemnified Work is downloaded or licensed.

6.4 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.

7. 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.

8. Termination

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

9. Effect of Termination

Upon termination of these Terms, you may continue to use the Work that you have downloaded and paid for, subject to your compliance with these Terms and you will forfeit all rights, title and interest in and to any and all unused downloads.

Adobe Systems Incorporated: 345 Park Avenue, San Jose, California 95110-2704

Adobe Systems Software Ireland Limited: 4-6 Riverwalk, City West Business Campus, Saggart, Dublin 24

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