

## Adobe Stock Contributor Agreement Additional Terms

Your use of Adobe Stock, and the uploading or submitting of any Work (as defined below), is subject to these additional terms, which supplement and incorporate the Adobe.com Terms of Use (including the additional terms (collectively “**Terms**”) located at [www.adobe.com/legal/terms.html](http://www.adobe.com/legal/terms.html)). For the avoidance of doubt, you and Adobe will not enter into separate agreements for each Work, as this Agreement applies to all Works that you upload or provide to us for uploading onto Website (as defined below) during the term of this Agreement. These Terms also apply to any Work submitted prior to the effective date of this Agreement. If you submit the Work on behalf of an entity, then these Terms apply to that entity and its affiliates. In such a case, you represent and warrant that you have the authority to bind the entity to these Terms. If you reside in the United States, your relationship is with Adobe Systems Incorporated, a United States company. If you reside outside of the United States, your relationship is with Adobe Canada Services Corporation, a Canadian company, and the Services and these Additional Terms are governed by the laws of Ireland.

### 1. Definitions

**1.1 “Social Media Site(s)”** 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.

**1.2 “Website”** means our websites and applications that facilitate access to these websites, including but not limited to fotolia.com, stock.adobe.com, and adobe.com.

**1.3 “Work(s)”** means any photographs; illustrations; templates, including any copyrighted material included within a template or submitted with a template; 3D assets; videos; images; or other pictorial or graphic works (collectively and including all associated keywords, descriptions, credits, and captions) that you submit to us or upload to a Website.

### 2. License We Need to Distribute Your Work to Our End Users

**2.1 General License to Our Users.** You grant us a license to further sublicense our right to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Work on a non-exclusive, worldwide, and perpetual basis in any media or embodiment, subject to any restrictions you have designated at the time of upload via the Website. The license to our end users may include the right to modify and create derivative works based upon the Work, including but not limited to the right to sell or distribute for sale the Work or any reproductions thereof if incorporated or together with or onto any item of merchandise or other work of authorship, in any media or format now or hereafter known, provided that such end users’ use of the modified Work is limited solely to the same uses permitted with respect to the original Work. We may include your Work in our products and offerings and will pay you pursuant to section 6 below.

**2.2 API Program.** We offer an Application Program Interface (“**API**”) program that allows our partners to showcase and to facilitate sales of your Work. We will pay you pursuant to section 6 below unless our partners (and their users) are accessing the Work through our API program as part of a promotion, trial, or test.

#### 2.3 Social Media

(A) We may allow our users and other relevant third parties to post or share the Work directly or indirectly onto Social Media Sites to better promote your Work, subject to our payment obligations in section 6.

(B) We are not liable (1) for any terms of use or other provisions or authorizations which may appear on any Social Media Sites, even if such Social Media Sites explicitly or implicitly allow third parties to access, download, share or use the Work in any way; or (2) for any use whatsoever made by any third party who accesses the Work directly or indirectly via Social Media Sites.

### **3. License We Need to Promote Your Work**

We may use the Work for the purposes of marketing and promoting your Work, the Website, our business, and our other products and services, in which case you grant us a non-exclusive, worldwide, and royalty-free license to use, reproduce, publicly display, distribute, modify (so as to better showcase your Work, for example), publicly perform, and translate the Work as needed. In order to allow our end users to better discover your Work and to better protect your Work, we may need to include your Work in our fingerprinting or hash database. You grant us a non-exclusive, worldwide, perpetual, and royalty-free license to use, reproduce, distribute, index, and modify your Work for the sole purposes of operating the Website; presentation of your Work; distributing and marketing your Work to end users; developing new features and services; archiving your Work; and protecting your Work. You also grant us the right, but not the obligation, to use your name, trademarks, and trade names in connection with our license to your Work under the Terms. If we use your Work to market and promote your Work or the Website, our distribution programs, our services and offerings, or our Social Media Site, or to expand the market for the licensing of Work, then we may compensate you at our discretion as described in section 6.

### **4. Intellectual Property Rights**

**4.1 IP Rights.** You represent and warrant that you own all rights, title and interest in and to the Work, including all copyrights, trademarks, patents, rights of privacy, rights of publicity, moral rights, and other intellectual property rights (collectively, “**IP Rights**”), or have all necessary rights and license to grant us the licenses under the Terms. To the extent permitted, you specifically waive any moral rights with respect to the Work to the extent permitted by law, and if no waiver is permitted, you agree not to enforce the right against us, our affiliates, and our end users. You further represent and warrant that the Work will not infringe the IP Rights of others, contain misleading or false information, or contain any illegal or defamatory content. You will not upload any Work that infringes or violates the IP Rights of any person or entity or that constitutes any libel, slander, or other defamation upon any person. You must also comply with applicable law. We may remove Work or terminate your account at our sole discretion without prior notice.

**4.2 Releases.** If the Work contains an image or likeness of an identifiable person, trademark or logo, or certain distinctive property that is protected by IP Rights, you represent and warrant that you have obtained all necessary and valid releases or agreements substantially similar to our standard model and property releases for each person or property depicted in the Work. However, if you upload a Work designated “Editorial use only”, we may accept it without a model or property release, at our sole discretion, and subject to any of our guidelines or requirements. For Work designated “Editorial use only”, you represent and warrant that: (A) the Work truthfully depicts the subject and that all corresponding keywords, descriptions, credits, and captions are accurate; and (B) the Work has not been modified in a way that alters its editorial context or integrity.

### **5. You Retain Ownership of Your Work**

**5.1** You retain all rights, titles, and interest in and to the Work (except for the licenses granted pursuant to the Terms), and neither title nor any ownership interest in or to the Work is transferred to us by virtue of the Terms.

**5.2** Both we and our users who use a Work have the right, but not the obligation, to identify you as the author and source of the Work in a customary manner. In addition, metadata may be altered, removed, or added to, without any liability to us, our distributors, or end users.

**5.3** You grant us the right to enforce your IP Rights against infringers, but we have no obligation to do so.

## 6. Payment

**6.1 Pricing and Payment Terms.** We will pay you in accordance with [our Standard pricing and payment policies](#) (currently <https://us.fotolia.com/Info/Contributors/Royalties> (or successor website site) and <https://us.fotolia.com/Info/Contributors/Royalties/Videos> (or successor website)) (collectively, “**Pricing and Payment Policies**”) for any sales, less any cancellations, returns, and refunds. We may modify the Pricing and Payment Policies from time to time, including but not limited to updating the categories of Works, updating pricing and payment terms, and/or directing you to new Pricing and Payment Policies for pricing and payment policies. You should look at the Pricing and Payment Policies regularly. By continuing to submit or upload Works or by not removing Works, you are agreeing to any new Pricing and Payment Policies as revised from time to time. You may designate your Work as free content, in which case we may distribute the content without liability or payment to you. Except as stated in the Terms, we have no payment obligations to you. We may use third-party payment processors such as PayPal to facilitate the payment to you. If we offer a promotion, trial, test, or watermarked version of your Work, we are not subject to the payment obligations in this section.

**6.2 Taxes.** You are responsible for completing any necessary IRS forms in order to receive payment. A "US Person" (as defined by the IRS) must submit a completed IRS Form W-9 to us. A "Foreign Person" (as defined by the IRS) must submit a completed IRS Form W-8 to us in order to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. If any fee payable to you is subject to tax withholding or other tax collected at the source by any taxing authority, we will deduct such tax from the fee payable to you. We will make reasonable efforts to provide you with a copy of the official receipt covering such payment of tax, if such a copy is available. We will reasonably cooperate with you in order to obtain the benefits of any applicable tax treaties pertaining to such taxes.

## 7. Delivering, Submitting, and Managing Your Work

**7.1 Delivering and Submitting Your Work.** You will deliver your Work in the format(s) and via the delivery method(s) requested by Adobe. Additionally, you will submit the Work for our review in accordance with the guidelines available on our Website or provided by us to you (“**Guidelines**”). We may update the Guidelines from time to time and you are responsible for reviewing the Guidelines. We may accept or reject the Work you upload to our Website or otherwise provide to us, at our sole discretion.

**7.2 Managing Your Work.** You may remove any of your Work from the Website at any time, provided, however, that you do not remove more than 100 items of Work or 10% of your Work, whichever is greater, in any 90-day period without 90 days' prior written notice to Adobe.

## 8. Your Indemnification Obligations

You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, licensees, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your Works or other content that you submit to us, your use of the Website, or your violation of the 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. Any amount that is or may be owed to you under section 6 above may be offset and reduced by any amount owned by you pursuant to your indemnity obligations hereunder, without demand or notice to you.

## 9. Termination and Survival

**9.1 Termination.** We may terminate these Terms, remove any Work, or suspend your account, without prior notice. In the event of your breach of the Terms or as part of our investigation for fraudulent or illegal activities or in response to law enforcement requests, we will notify you prior to terminating your account. We will have no payment obligation to you if we terminate these Terms for cause. You may terminate

these Terms at any time with at least 90 days' prior written notice to us. We will use reasonable efforts to have any Work that you have removed from our Website be removed from the websites of any of our affiliates (including co-branded websites) within 60 days after removal of the Work from our Website. Before the termination of these Terms or removal of your Work from the websites of any of our affiliates, our end users may continue to obtain new licenses to your Work.

**9.2 Effect of Termination.** We may continue to use the Work solely for internal archival and reference purposes or as stated in this section 9.2. Sections 1, 4, 5, 6.1 (if Adobe has any payment obligations), 6.2, 8, and 9 will survive the termination of these Terms. Any licenses granted to our end users or to us prior to the date of termination or prior to the removal of any Work from the Website will survive the termination of these Terms. Additionally, our end users whose agreements allow them to license and possess a Work as a comp version (e.g., a preview sample for the end user or the end user's client) may further convert that license to a usage license. We will provide payment as stated in section 6 for any license fee that we receive as related to the Work after termination of these Terms.