

## Behance Additional Terms

Last updated July 22, 2016. Replaces the prior version in its entirety.

Your use of the Behance Services is subject to these Additional Terms, which supplement and incorporate into the Adobe General Terms of Use (including these additional terms, collectively, "Terms") located at <http://www.adobe.com/go/terms>. Capitalized terms not defined here have the same meaning as defined in the 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 via messaging or project comments. 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 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. 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 at [http://www.adobe.com/go/subscription\\_terms](http://www.adobe.com/go/subscription_terms).

#### 3.1 Adobe Talent.

3.1.1 You may not post jobs that point to specific work contests or other opportunities that solicit customized and unpaid creative work from creative professionals. Any such postings may be removed without refund.

3.1.2 We offer a paid "Talent Search" feature to recruiters and companies looking to discover and hire creative talents. By uploading a public profile or public project on the Services, you agree that the public information may be included in Talent Search results.

#### 3.2 ProSite.

3.2.1 ProSite is an application that allows users to create and publish personal portfolio sites, leveraging their portfolio of projects published on Behance.net. The ProSite service works in tandem with Behance.net and a series of other services to help users create, publish, and host their personal portfolio sites on their own URL or another URL provided by the ProSite Service.

3.2.2 Cancellation. You must cancel your membership before it renews in order to avoid billing of the subscription fees for the next subscription period. Behance does not accept cancellation requests via phone, email, or any method other than logging into your ProSite.com account to cancel your service. Upon cancellation, all of your content will be deleted from the primary servers that provide the Service. Your content cannot be recovered once your account is cancelled.

3.2.3 For any upgrade or downgrade in plan level, the credit card you provided will automatically be charged the new rate on your next billing cycle. Downgrading your Service may cause the loss of content, features, or account capacity. It is your responsibility to make sure you preserve content in your account before you downgrade.

3.2.4 If your bandwidth usage exceeds either 1 GB/month, or the average bandwidth usage (as determined solely by Behance), we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

3.2.5 We may temporarily suspend or take down your ProSite if we think that it has been compromised or attacked.

**4. 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 these Terms (unless we have given you specific written permission stating otherwise), and further subject to the following restrictions:

4.1 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;

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

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

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

4.5 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;

4.6 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);

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

4.8 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;

4.9 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

4.10 The Behance API license will terminate automatically if you violate any of these terms or if Behance terminates the license at any time upon notice to you.