

Project 1324 Additional Terms of Use

Last Revised: June 5, 2018. Replaces all prior versions

These Additional Terms govern Project 1324 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 the terms are defined in the General Terms.

1. Your Content and Licenses Granted by You.

1.1 **Ownership.** We recognize that ownership of the Content you upload or submit to us remains with you. Please see the General Terms for more information.

1.2 **License to Adobe.** By uploading or submitting any Content, you grant us a limited, worldwide, non-exclusive, royalty-free license to copy, transmit, make derivative works of, distribute, publicly perform and display your Content (through all media now known or hereafter created) for the purpose of:

- (a) operating, improving, marketing and promoting the Services;
- (b) displaying the Content within the Services;
- (c) displaying the Content on third party websites and applications via an embed link for the Content that is provided by us (the "**Embed Link**");
- (d) including all or parts of any Content as part of a larger project solely to market and promote the Services;
- (e) allowing third parties to play and embed on third party websites and applications via the Embed Link any Content, subject to section 2 (Third Party's Obligations Regarding Use of Content on Project 1324); and
- (f) archiving or preserving the Content for disputes, legal proceedings, or investigations.

We will attribute the Content to you if we incorporate your Content into an Adobe feature or into Adobe promotional or marketing materials. As stated below, third parties that use your Content are also required to attribute the work to you.

1.3 **License to Other Users and Use Restrictions.** Subject to the limitations below, by uploading or submitting any Content, you grant third parties a limited, worldwide, non-exclusive, royalty-free license to access, view, publicly display, and distribute the Content on websites and applications via the Embed Link. This license grant only permits third parties to distribute your Content via the Embed Link and subject to the additional limitations stated in section 2 (Third Party's Obligations Regarding Use of Content on Project 1324) below. If you do not want third parties to have a license to your Content as stated in this section, then please do not upload or submit any Content to the Services. By submitting your Content to our Services, you also give other Adobe users the right to share your Content via various social medial platforms integrated with Adobe. **We do not monitor or control what others do with your Content, but all arrangements with authorized third parties will be subject to the requirements and limitations included in these Additional Terms.**

1.4 **Removing Your Content.** Your Content is your own. If you submit or upload Content and want to remove it, we will offer you ways to access and remove your Content.

1.5 **No Obligation to Use Content.** All submissions to the Services must follow the guidelines available at <http://project1324.com/community-guidelines/> (or subsequent URL). Submission of Content is not a guarantee of acceptance. Adobe and its designated third parties reserve the right to remove Content from the Services at any time.

1.6 **Termination of License.** You may terminate the licenses at any time by removing your Content from the Services. However, you agree that we may retain and use copies of your Content for archival or backup purposes

and for investigation purposes stated in the Terms. Please note that removed videos may be cached in search engine indices after removal and that we have no control over such caching.

2. Third Party's Obligations Regarding Use of Content on Project 1324. If you wish to view and display any Content from the Services per the license granted in section 1.3 (License to Other Users and Use Restrictions), then you must comply with all of the following:

2.1 Attribution. Any third party seeking to display the Content must prominently and conspicuously attribute the work to the Content owner by including the following: "Created by [include Profile Name of the Content owner]" (e.g., Created by Jane Doe);

2.2 Non-Commercial Use. All use of the Content by anyone other than the creator must be for non-commercial purposes;

2.3 Distribution Only Via the Embed Link. All Content may only be accessed, publicly displayed and distributed via the Embed Link. All third parties are prohibited from circumventing, reverse engineering, hacking, or otherwise violating the technological integrity of the Embed Link; and

2.4 Website and Application Use Only. All Content must only be used on websites and applications via the Embed Link and third parties are prohibited from using the Content (a) in traditional print media (e.g., posters, books, fliers and any other media now known or hereafter created); and (b) combined with other video content (e.g., as part of a movie, film, television episode, web episode and any other media now known or hereafter created).

3. User Conduct.

3.1 Don't Abuse the Services: In addition to the user conduct guidelines in the General Terms and the Community Guidelines:

(a) You are free to promote your Content on Project 1324, but do not spam other users via project comments;

(b) Do not frame Project 1324 or the Project 1324 website without our approval;

(c) Do not copy or imitate our design, layout, or look-and-feel of any part of the Service or Project 1324;

(d) Only use our Service to post your own creative work;

(e) Do not use the Services as a generic image hosting service, such as for banner advertisements; and

(f) Do not impersonate another person. If we believe that you have created an account impersonating another person, we may, in our sole discretion, either transfer your account to the person who you are pretending to be, or terminate your account with no liability to you.

3.2 If we decide that your conduct violates the Terms or our Community Guidelines available at <http://project1324.com> (or subsequent URL), which are incorporated here by reference, we may remove your Content or disable your use of the Services at any time, with or without notice to you.

4. Tell Us If You See Others Abusing the Services. Please report any problematic behavior or Content you see on our Services by clicking the "Flag" or "Report" button and telling Adobe about it.

5. We May Contact You Regarding Your Content. We may contact you via email with the contact information of a third party that is interested in using your Content beyond the scope of the licenses granted in the Terms. You are not obligated to engage with any third party. Except as expressly stated in the Terms, we will not provide your contact information to a third party without your prior written consent (email consent is acceptable). We are not obligated to contact you with every request we receive by every third party that may wish to have additional

licenses to your Content. Additionally, We are not liable for your interaction with the third party, including but not limited to, failure to agree to additional licensing terms between you and the third party.

6. Use of Our Services.

6.1 Project 1324 Age Range. Project 1324 encourages the work of individuals ages 13-24 and you may only upload or submit Content, comment on Content and create a profile if you are between the ages of 13 and 24, unless otherwise authorized by us ("**Project 1324 Age Range**"). By submitting or uploading any Content to Project 1324, commenting and/or creating a profile on Project 1324, you agree that you are within the Project 1324 Age Range. If you are outside the Project 1324 Age Range, unless otherwise expressly authorized by us, you may only view Content and vote on Content in accordance with the Terms.

6.2 Content. We are not responsible for: (c) the security, privacy, or communications related to your Content; or (d) the inclusion of your Content by third parties on other websites or other media.

6.3 Third Party Websites, Applications, and Services. The Service may include links to websites, applications or services that we do not operate. We have no control over and are not responsible for the Content appearing on these websites, applications or services.